NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, June 11, 2024 at 5:00 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: 834 0001 4908 | Passcode: 176373
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: 834 0001 4908 | Passcode: 176373
Tuesday, June 11, 2024 5:00 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.

ADDENDUM NO. 1 - Released June 7, 2024
(Items in *red* contain updated information)

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. Recognition of Police Officer of the Quarter

Acknowledge Detective Frank Angulo as Officer of the Quarter, January - March 2024.
Officer of the Quarter- Det Frank Angulo.pdf

3.B. Presentation and Update on Park View Island

President Omar Jimenez of the Park View Island Sustainable Association will present an update on the Park View Canal to the Village Commission.
Green Coastal Development -NBV.pdf

3.C. Presentation of Optimist Club Scholarship Award Recipients

The NBV Optimist Club will be presenting two scholarships to NBV students they have selected in their 2023-2024 scholarship program. The Village Commission donated $2,000 in funds for these two recipients.

3.D. Employee(s) of the Month

Recognize excellence in employee performance.

3.E. Recognition of Planning & Zoning Board Chair Timothy Dennis

4. Open Forum

5. Approval of Commission Minutes

5.A. Approval of the Following Meeting Minutes:

*** April 9, 2024 - Regular Commission Meeting**
*** May 14, 2024 - Regular Commission Meeting**

04.09.2024 Draft .pdf
05.14.2024 Draft.pdf

6. Advisory Board Minutes/Written Reports.

6.A. Sustainability & Resilience Task Force Report - Chair Alisha Graham

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. Communications & Special Events Report (May 2024)

CommsEventsReportMay2024.pdf

9.B. Capital Improvement Report (May 2024)

Capital Improvement Projects Construction Summary May 2024.pdf

9.C. Code Enforcement Report (May 2024)

202400025505 (oir-stvr).pdf
STVR Rpt May 2024.pdf
Code Monthly Report May-2024.pdf

9.D. Traffic Enforcement Report (May 2024)

Monthly Traffic Report (May 2024).pdf

9.E. Commission Goals Report (May 2024)

21_Commission_Goals.pdf

10. Village Clerk's Report

10.A. Village Clerk Report for May of 2024

PRR Log 2024 - June .pdf

11. Consent Agenda

A. Staff Items
B. Proclamation/Award/Village Key Requests

11.A. A Resolution Ratifying the Acceptance of an Edward Byrne Justice Assistance Grant Allocation and Approving a Budget Amendment Appropriating $40,320.00 from Forfeiture Fund Balance, and $ 3,126 from Grant Fund Balance to the Police Department's Life-Safety Services Operational Accounts - Village Manager Ralph Rosado, PhD, AICP (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE ACCEPTANCE OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ALLOCATION FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO PURCHASE PORTABLE AUTOMATED EXTERNAL DEFIBRILLATOR MACHINES AND SUPPLIES FOR PATROL OFFICERS IN THE AMOUNT OF $3,126.00; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the resolution ratifying the

grant allocation and approving a budget amendment.

Resolution Byrne Grant Agreement - FDLE-
BA.DOCX Exhibit A - AED GRANT-R7223-.pdf
Exhibit B- Budget Amendment.pdf

11.B. A Resolution Calling for a Special Election on November 5, 2024 Relating to the Charter Review Board's Proposals - Village Attorney Haydee Sera (Sponsored by Vice Mayor Dr. Richard Chervony)

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING A SPECIAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VILLAGE'S ELECTORATE; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

2024 Charter Review Board Report.pdf
Exhibit A to CRB Report - CRB All Approved Minutes 4.2.24.pdf
Exhibit B to CRB Report - Proposed Charter Amendments.pdf
Research on Compensation of Elected Official Salaries.pdf
MDCCEPT 2018 Compensation Report 1-18.pdf
Memo - Section 3.02 - Expenditures and Borrowing.PDF
Case Law - Miami v Gabela - Residency Qualifications.pdf
Resolution Calling SE for Charter Amendments.DOC
Exhibit A - Charter with Proposed Amendment Language - .pdf

11.C. A Resolution Approving a Budget Amendment to Provide for Village Clerk Salary Adjustment And After School Painting Program - Village Manager Ralph Rosado, PhD, AICP/Village Clerk Alba L. Chang

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO PROVIDE FOR VILLAGE CLERK SALARY ADJUSTMENT AND AFTER SCHOOL PAINTING CLASSES AT TREASURE ISLAND ELEMENTARY SCHOOL (TIES); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed resolution providing for a budget amendment.

Resolution BA - VC Salary and TIES Art Classes.DOCX

Arts 4 Learning - Quote Fall 2024.pdf
Exhibit A - Budget Amendment Form-Village Clerk Increase.pdf
Exhibit B - Budget Amendment Form-A4L Art Classes.pdf

11.D. A Resolution Approving Three (3) Work Orders with EXP US Services, Inc.; Chen Moore & Associates; and Ribbeck Engineering, Inc. for Design, Permitting, and Bid Support Services for Phase I Stormwater Design Improvements for Harbor Island and Phase 1 & 2 Stormwater Design Improvements for Treasure Island as Part of the Stormwater Improvement Program - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, MBA, PE)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF WORK ORDERS TO EXP US SERVICES, INC., CHEN MOORE & ASSOCIATES, INC., AND RIBBECK ENGINEERING, INC. FOR DESIGN SERVICES RELATED TO THE VILLAGE'S STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $598,218.00, $617,266.00, AND $416,164.00, RESPECTIVELY; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Orders EXP2401; CHE2401; & RIB2401 with EXP US Services, Inc.; Chen Moore & Associates; and Ribbeck Engineering, Inc. in the amounts of $598,218.00, $ 617,266.00, and $416,164.00, respectively, for Phase 1 Underground Stormwater Design Services for Harbor Island and Treasure Islands Phase 1 & 2 Underground Stormwater Design Services for Treasure Island.

Resolution WO for Stomwater Design Improvement .DOCX
Exhibit A-Work_Order_EXP24.01_Design_Services.pdf
Exhibit B-Work Order CHE24.01 Design Services.pdf
Exhibit C-Work Order RIB24.01 Design Services.pdf
Attachment A. Program Phase Map.pdf
Exhibit D - BA- EXP-CHEN-RIBBECK SW GOB.pdf

11.E. A Resolution Approving Work Order ARD24.01 with Ardurra Group, Inc. in the Amount of $219,469.00 for Phase 3 Sanitary Sewer INI Rehabilitation Project Management Services - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, MBA, PE)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR PROJECT MANAGEMENT SERVICES RELATED TO PHASE 3 OF THE INFILTRATION AND INFLOW (I/I) REHABILITATION PLAN FOR THE VILLAGE'S SEWER SYSTEM EVALUATION SURVEY (SSES) (ALSO KNOWN AS THE SANITARY SEWER EVALUATION STUDY) IN AN AMOUNT NOT TO EXCEED $219,469.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR

IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order ARD2401 with Ardurra Group, Inc. in the Amount of $219,469.00 for Sanitary Sewer INI Rehabilitation Project Management Services.

Reso WO Ardurra Rehab Plan Sewer System BA.DOCX Exhibit
A-WO ARD2401 INI Rehab Phase 3 Management.pdf
Exhibit B - Budget Amendment Form- Ardurra SSES Phase 3.pdf

11.F. A Resolution Approving Work Order ARD24.02 with Ardurra Group, Inc. in the Amount of $26,489.00 to Provide FY24 DERM Utility Regulatory Compliance Engineering Support Services - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, MBA, PE)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR ENGINEERING SUPPORT SERVICES RELATED TO REGULATORY COMPLIANCE WITH THE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES DIVISION OF ENVIRONMENTAL MANAGEMENT (RER-DERM) IN AN AMOUNT NOT TO EXCEED $26,489.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order ARD2402 with Ardurra Group, INC. in the Amount of $26,489.00 for FY24 DERM Regulatory Compliance Engineering Support Services.

Resolution WO Ardurra for RER-DERM -BA .DOCX
Exhibit A - WO ARD2402 DERM Regulatory Compliance.pdf

11.G. A Resolution Approving Work Order ARD24.03 with Ardurra Group Inc. in the Amount of $107,937 to Provide Services to Meet the State Regulatory Lead and Copper Compliance Requirements - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR SERVICES RELATED TO REGULATORY COMPLIANCE WITH LEAD AND COPPER REGULATIONS ESTABLISHED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN AN AMOUNT NOT TO EXCEED $107,937.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order ARD2403

with Ardurra Group, Inc. in the Amount of $ 107,937.00 for Engineering Service to Meet the State's Lead & Copper Regulatory Compliance.

Resolution WO Ardurra for EPA LCR Compliance - BA.DOCX Exhibit A-Work Order ARD2403 Lead Copper Cert.pdf Exhibit B - Budget Amendment Form- Ardurra EPA LCRI.pdf Exhibit A. Inventory Guidance compliant.pdf

11.H. A Resolution Approving Work Order BCC24.01 with BCC Engineering, LLC in the Amount of $802,796.00 for Stormwater Design Management Services - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR DESIGN MANAGEMENT SUPPORT FOR THE VILLAGE'S STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $802,796.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Work Order BCC24.01 with BCC Engineering, LLC in the Amount of $802,796.00. for stormwater design management services.

Resolution-WO BCC Engineering - STW Program-BA.DOCX
Exhibit A-WO Stormwater Design BCC Proposal-Final.pdf
Exhibit B - Budget Amendment - BCC 2 SW GOB LOC.pdf

11.I. A Resolution Approving Work Order BCC24.02 BCC Engineering , LLC in the Amount of $66,348.00 for Public Information, Grant Management, & Project Reporting Support Service for the Stormwater Improvement Program - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR PUBLIC INFORMATION SUPPORT, GRANT MANAGEMENT, AND PROJECT REPORTING SERVICES RELATED TO THE STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $66,348.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order BCC24.02 with BCC Engineering, LLC in the Amount of $66,348.00 for Public Outreach and Grant Management Services.

Resolution WO BCC PIS Grant Mngt. - BA .DOCX
Exhibit A - Signed BCC2402 PIS Grant Mngt.pdf
Exhibit B - Budget Amendment- BCC 3 SW GOB LOC.pdf

11.J. A Resolution Approving Work Order BCC24.03 BCC Engineering, LLC in the Amount of $ 624,284.68 for the Stormwater Improvement Program Design Right of Way and Topographic Survey/Utility Coordination/Subsurface Utilities Investigation Services - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, MBA, PE)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR PROFESSIONAL SURVEYING AND UNDERGROUND UTILITY INVESTIGATION SERVICES RELATED TO THE STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $624,284.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order BCC24.03 with BCC Engineering, LLC in the Amount of $624,284.68 for Stormwater Design Survey & Utility Coordination on Harbor, North Bay, and Treasure Islands as part of the Stormwater Improvement Program.

Resolution WO BCC Surveying- Srvs. -BA.DOCX
Exihibit A - Signed BCC2403 Design Survey.pdf
Exhibit B - Budget Amendment - BCC SW GOB CAp .pdf

11.K. A Resolution Approving a Sidewalk Easement Agreement with Moda Apartments for the Construction of a Sidewalk Segment Allowing Connectivity to the East Drive Sidewalk - Sponsored by Commissioner Andy Daro

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SIDEWALK EASEMENT FOR CONSTRUCTION OF A SIDEWALK SEGMENT AT 8000 WEST DRIVE ; PROVIDING FOR AUTHORIZATION; PROVIDING FOR ACCEPTANCE OF EASEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a resolution for an easement agreement between the Village and MODA Apartments for the construction of a ninety-seven (97) square feet sidewalk segment on Moda's Right-of-Way (ROW) to connect the existing Island Walk and a new sidewalk segment in the Village's ROW.

Resolution Accepting MODA Sidewalk Easement.DOCX

Moda - Sidewalk Easement.pdf
Drawings of Sidewalk Segment at MODA.pdf
North Bay Village - ADA Sidewalk Esmt at Moda.pdf

11.L. A Resolution Approving an Island Walk Easement Agreement with Moda North Bay Village Apartments to Provide Beautification Enhancements - Sponsored by Mayor Brent Latham and Commissioner Andy Daro

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED BAY WALK (ISLAND WALK) EASEMENT FOR 8000 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FOR AUTHORIZATION; PROVIDING FOR ACCEPTANCE OF EASEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a resolution for an easement agreement between the Village and Moda Apartments to provide beautification enhancements to the Island Walk at the property.
Resolution Accepting MODA Island Walk Easement - Public Art.DOCX Moda - Island Walk Easement Amended and Restated.pdf

11.M. A Resolution Approving an Agreement with B Sign Group, Inc. for Fabrication and Installation of a Frame Sculpture on the Island Walk - Sponsored by Mayor Brent Latham and Commissioner Andy Daro

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH B SIGN GROUP, INC. FOR THE FABRICATION AND INSTALLATION OF A FRAME SCULPTURE ON THE ISLAND WALK IN AN AMOUNT NOT TO EXCEED $30,000.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an Agreement with B Sign Group, Inc. for the fabrication and Installation of a Frame Sculpture on the Island Walk.
Resolution B Sign Group - for Moda Public Art.DOCX
Exhibit A - Proposal Quote and Rendering.pdf
Exhibit B Budget Amendment- MODA Island Walk Art .pdf

11.N. A Resolution Approving an Agreement with Mindfully Virtual, LLC for Operations Efficiency Consultant Services - Sponsored by Mayor Brent Latham

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MINDFULLY VIRTUAL, LLC FOR OPERATIONAL EFFICIENCY CONSULTING IN AN AMOUNT NOT TO EXCEED $25,000;

PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an agreement with Mindfully Virtual, LLC for operational efficiency consultant services.

Resolution PSA - Mindfully Virtual-rev.docx
Exhibit A-PSA - Mindfully Virtual - Indira Shakti.docx
Exhibit B - Budget Amendment Form-Mindfully Virtual.pdf

11.O. A Resolution Amending the Village Manager's Employment Agreement - Village Manager Ralph Rosado, PhD, AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Adopt resolution approving proposed amendment to contract.

Village Manager Employment Agreement 06-11-19
Resolution No. 2023-073 - Amendment to Manager Ralph Rosado Employment Agreement.pdf
Memo re Village Manager Contract Proposed Revisions.pdf
Manager Salary Benefits Comps.pdf
Resolution 2nd Amendment to VM Agreement.DOCX
Exhibit A - 2nd Amendment to VM Agreement.pdf
Second Amendment - Exhibit A - 21 Commission Goals .pdf

11.P. A Resolution Authorizing the Village Manager to Execute an Agreement with Xavier Cortada, Inc. for Public Art Projects - Ralph Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH XAVIER CORTADA, INC. FOR A PUBLIC ART MURAL AT TREASURE ISLAND ELEMENTARY SCHOOL IN AN AMOUNT NOT TO EXCEED $20,000.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize the Village Manager to negotiate and execute an agreement with Xavier Cortada, Inc. for Public Art Mural at Treasure Island Elementary School.

Resolution - Xavier Cortada Art.DOCX
Cortada Invoice.pdf

Exhibit A - Budget Amendment- Xavier Cortada Art Projects.pdf

11.Q. A Resolution Approving a Development Agreement and Lease with Miami-Dade County Relating to Fire Station #27 at the New Village Hall/Public Safety Complex - Village Manager Ralph Rosado, PhD, AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT AND LEASE WITH MIAMI-DADE COUNTY FOR FIRE RESCUE STATION 27 AT THE NEW VILLAGE HALL/PUBLIC SAFETY COMPLEX; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Development Agreement and Lease with Miami Dade County for Fire Rescue Station 27.

Village Hall Fire Station - Sources of Funds 20240518.pdf
Resolution Approving DA and Lease - MDC Fire Station 27 .DOCX
Development Agreement NBV and County - Agenda 6-7-24.DOCX
DA Exhibit A - Lease and County - Agenda 6-7-24.DOCX DA
Exhibit B - MDFR Building Program.pdf DA Exhibit C - MDFR
Onstreet Parking.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 cross examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.*

12.A. An Ordinance Authorizing the Placement, Installation, and Operation of Speed Detection Systems on Roadways Maintained as School Zones - Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony and Commissioner Goran Cuk

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 70 "TRAFFIC AND PARKING REGULATIONS," TO CREATE SECTION 70-17 OF THE VILLAGE CODE OF ORDINANCES TO AUTHORIZE THE PLACEMENT, INSTALLATION, AND OPERATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES, ESTABLISH TRAFFIC ENFORCEMENT PROCEDURES WHEN SPEED DETECTION SYSTEMS ARE UTILIZED FOR SCHOOL ZONE SPEED LIMIT VIOLATIONS, AND CREATE HEARING PROCEDURES RELATING TO SUCH SCHOOL ZONE SPEED LIMIT

VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Memo - Speed Detection System Ordinance.DOCX
Ordinance - Speed Detection Systems.DOC
Exhibit B - TIES Speed Studies.pdf
Business Impact Estimate - Speed Detection System .DOCX

13. Public Hearings

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

13.A. An Ordinance Amending Section 8.13 of the Unified Land Development Code to Implement Additional Procedures for Award and Transfer of Density Rights - Sponsored by Vice Mayor Richard Chervony

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.13 OF THE UNIFIED LAND DEVELOPMENT CODE TO IMPLEMENT ADDITIONAL PROCEDURES FOR AWARD AND TRANSFER OF DENSITY RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

NBV Transfer of Development Rights Pool Tracker 20240415.pdf
TDR Program Comparison Matrix.png
TDR_Ordinance_-_SR_6-1-24 (1).pdf
Exhibit_A_-_SR_-_6-1-24.pdf
Notice of Public Meeting- MH 6.2.24.pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. A Resolution Adopting the Treasure Island Parking Analysis Conducted by BCC Engineering and The Corradino Group - Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY

VILLAGE, FLORIDA, ADOPTING THE TREASURE ISLAND PARKING ANALYSIS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Adopting the TI Parking Analysis .DOCX
Treasure Island Parking Study Draft Report
North Bay Village Parking Study-Presentation PPT-1.pdf

14.B. Discussion of Potential Public Art Locations for NBV Hall and Safety Complex - Sponsored by Vice Mayor Richard Chervony

Rank art location options so that the Village, in partnership with Miami-Dade County's Art in Public Places Office, can issue a Call to Artists, rank submissions, and enter into a contract with the selected artist, for artwork as part of the construction bid package for the Village Hall project.

NBV Hall Art in Public Places - Potential Locations.pdf County
Code - Sec.2-11.15. Works of Art in Public Places.docx

14.C. Discussion on Advisory Board Absences - Village Clerk, Alba L. Chang

Section 32.16 of the Village Code.pdf
Advisory Board Members Attendance- June 2024.pdf

14.D. Advisory Board Appointments - Village Clerk, Alba L. Chang

Indira Shakti - PZB Application.pdf
Sole Amadi - ACB Application.pdf
Sole Amadi Resume- ACB.pdf

14.E. Discussion of Options for Legislative and Procedural Improvements to Construction Sites - Village Attorney Haydee Sera, Esq./Village Manager Ralph Rosado, PhD, AICP

Memo - Construction Site Options.pdf

15. Adjournment

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

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

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

ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Recognition of Police Officer of the Quarter

RECOMMENDATION

Acknowledge Detective Frank Angulo as Officer of the Quarter, January - March 2024.

BACKGROUND AND ANALYSIS

The North Bay Village Police Department has an Officer of the Quarter Award program as part of our continued commitment to recognize the outstanding service delivered by our excellent team of law enforcement professionals. This award recognizes our top performers each quarter. As such, the Police Department has reviewed the nominations submitted and, has selected Detective Frank Angulo as the recipient of the Officer of the Quarter for January - March 2024.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ATTACHMENTS

Officer of the Quarter- Det Frank Angulo.pdf

NORTH BAY VILLAGE POLICE DEPARMENT

COMMENDATION

Date of Occurrence: 4/18/2024

Submitted By: Chief Carlos Noriega

Employee Name(s): Detective Frank Angulo

Department/Unit/Division: Police Department/ CIU

Award/Commendation Type and Recommendations (check boxes):

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

Narrative:

During the first quarter of 2024...Detective Frank Angulo has continued to demonstrate an unwavering commitment with his assignment, which is reflected in the performance of all his duties and responsibilities. Detective Angulo has consistently raised the bar of professionalism commensurate with what is expected of a Police Detective ever since the day he began his new assignment with the Criminal Investigations Unit. His work ethic and work product is second to none. In addition to his substaintial case load, which includes a variety of criminal investigations, Detective Angulo is regularly tasked with other matters related to preparing Officer Safety Flyers, BOLOs, Crime Analysis Reports, and monitoring Criminal Intelligence Information. As part of his investigative assignment, Detective Angolo is regularly on call and has either assisted Officers in the field with active incidents and/or responded to follow up with cases, arrests, crime scenes, etc. I can say with confidence that his cases consistently produce successful outcomes and criminals do not have much of a chance if he's hot on their trail. Detective Angulo has also been the Police Department's resident expert with background investigations for new hires over the past couple of years, which has resulted in the past half dozen outstanding addiitions to our Agency (ranging from Commander Jenkins to Officer Salvant). Detective Angulo and his partner, Detective Abel Brind, were also assigned as participants with the static display for our CFA on-site assessment, where they shined as the representatives for our Criminal Investigative area. Their performance with that excercise was instrumental to our flawless outcome for the accreditation process. For all his work before and during the past three months, Detective Frank Angulo has been more than deserving and selected as the NBVPD's Officer of the Quarter.

Submitted by: CARLOS NORIEGA/C **Date** 4/18/24
Print/Sign

Submitter's Supervisor: _____ **Date** _____
Print/Sign

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

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

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

Revised 03-15-2023

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation and Update on Park View Island

RECOMMENDATION

President Omar Jimenez of the Park View Island Sustainable Association will present an update on the Park View Canal to the Village Commission.

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

Green Coastal Development -NBV.pdf

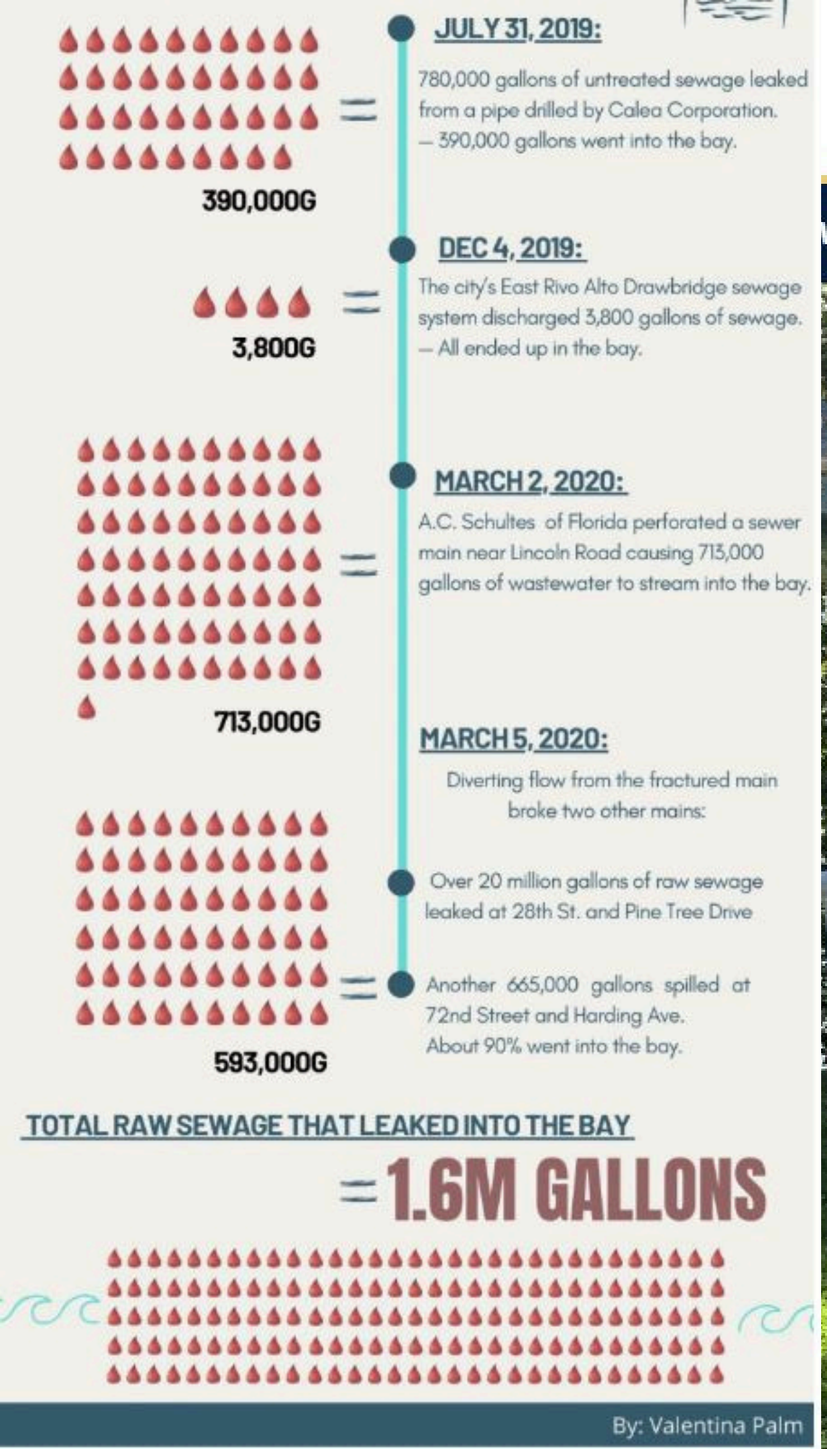

GREEN
COASTAL
DEVELOPMENT

1520 CONSECUTIVE DAYS OF NO CONTACT WITH WATER



- **CITY OF MIAMI BEACH, PARK VIEW CANAL**


© Miami MLS® 10/2021

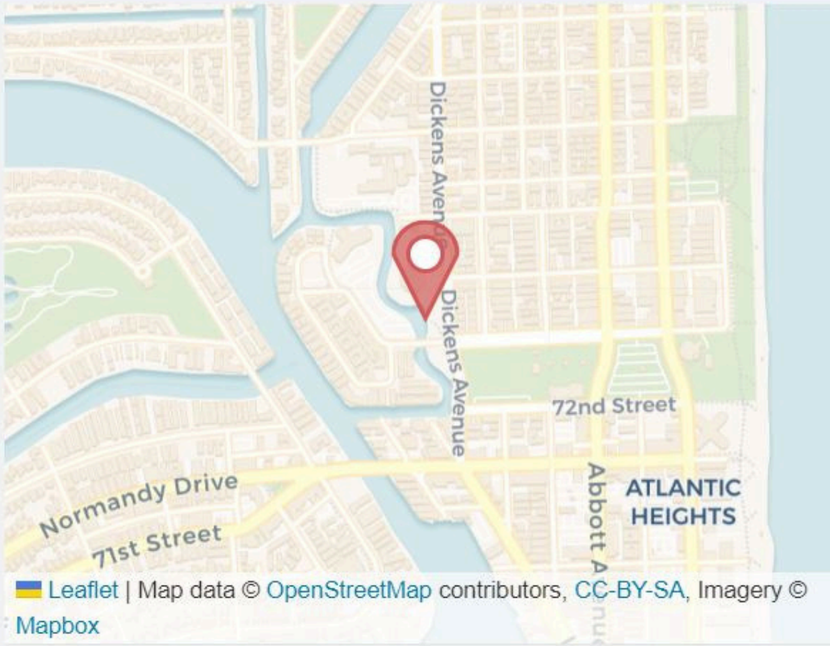


CAPLIN NEWS
A publication of Florida International University's Lee Caplin School of Journalism & Media



⚠ The latest test result for this site exceeds water quality standards set by Florida Department of Health

⚠ 16% of samples collected at this site over the last 12 months meet water quality standards set by Florida Department of Health

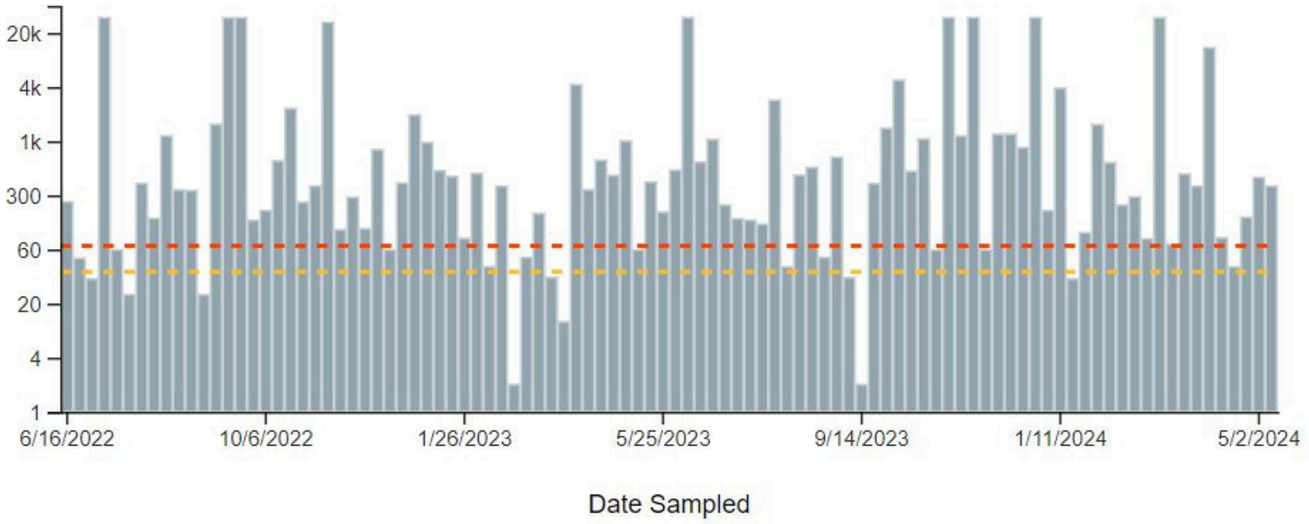


Analysis

All Time

Download Data

Enterococcus (MPN/100mL)



Key

Enterococcus (MPN/100mL)

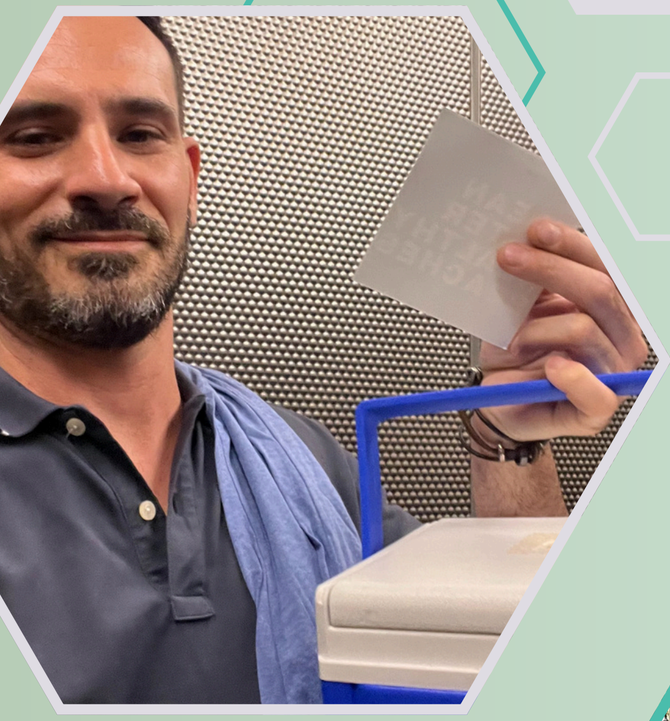
Based on water quality standards set by Florida Department of Health

- Low Bacteria (0 - 35)
- Medium Bacteria (36 - 70)
- High Bacteria (> 70)

Test Results

Date	Enterococcus	Indication Of

COMMUNITY ACTION













MIAMI DADE INTERNATIONAL COASTAL CLEANUP



2022 NOBE

2023 NOBE MIAMI DADE ICC












10 NEWS
DON'T TRASH
OUR TREASURE
VERA
Cadillac BUICK GMC
Local 10









Clean Coastal City



SEABIN SMART CITY PROJECT



OYSTER RESTORATION



URBAN FARMING



WATERWAYS CLEANUP





Clean Coastal City



OYSTER RESTORATION

OYSTER RESTORATION OFFERS NUMEROUS ENVIRONMENTAL, ECONOMIC, AND SOCIAL BENEFITS.

1. **Water Filtration**: Oysters filter large volumes of water, removing pollutants, excess nutrients, and suspended sediments, thereby improving water quality and clarity.

2. **Habitat Creation**: Oyster reefs provide habitat for a variety of marine species, including fish, crustaceans, and other invertebrates, supporting biodiversity.

3. **Coastal Protection**: Oyster reefs act as natural barriers, reducing the energy of waves and preventing erosion, which helps protect coastlines and property from storm damage.

4. **Carbon Sequestration**: Oyster shells store carbon, helping mitigate climate change by reducing the amount of CO2 in the atmosphere.

5. **Economic Benefits**: Restoration can boost local economies through fisheries, aquaculture, and tourism. Healthy oyster populations support commercial and recreational fishing industries.

6. **Cultural and Educational Value**: Oyster restoration projects can engage communities, offering educational opportunities and fostering a connection to the local environment.

7. **Nutrient Cycling**: Oysters play a role in nutrient cycling, converting excess nitrogen and phosphorus into forms that are less harmful to marine ecosystems. Overall, oyster restoration contributes significantly to ecological balance, coastal resilience, and community well-being.

Urban Farms

Urban farming offers numerous benefits for communities, ranging from health and environmental improvements to economic and social advantages.





- **HEALTH BENEFITS**
- **ENVIRONMENTAL BENEFITS**
- **ECONOMIC BENEFITS**
- **SOCIAL BENEFITS**
- **AESTHETIC AND RECREATIONAL BENEFITS**
- **RESILIENCE AND SUSTAINABILITY**
- **EDUCATIONAL AND EMPOWERMENT BENEFITS**





COMMUNITY CLEANUPS








GREEN
COASTAL
DEVELOPMENT

ITEM NO. 3.C

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: NONE

SUBJECT: Presentation of Optimist Club Scholarship Award Recipients

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RECOMMENDATION

The NBV Optimist Club will be presenting two scholarships to NBV students they have selected in their 2023-2024 scholarship program. The Village Commission donated $2,000 in funds for these two recipients.

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ITEM NO. 3.D

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Employee(s) of the Month

RECOMMENDATION
Recognize excellence in employee performance.

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ITEM NO. 3.E

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Recognition of Planning & Zoning Board Chair Timothy Dennis

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Latham wishes to acknowledge the valuable contributions made by Planning & Zoning Board Chair Member Timothy Dennis during his tenure on the Board. His dedication, expertise, and commitment to serving the community have significantly impacted the Planning and Zoning Board decisions within the Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Approval of the Following Meeting Minutes:

RECOMMENDATION

*** April 9, 2024 - Regular Commission Meeting**
*** May 14, 2024 - Regular Commission Meeting**

BACKGROUND AND ANALYSIS

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

* April 9, 2024 - Regular Commission Meeting
* May 14, 2024 - Regular Commission Meeting

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

04.09.2024 Draft .pdf
05.14.2024 Draft.pdf

North Bay Village
REGULAR VILLAGE COMMISSION MEETING MINUTES
APRIL 9, 2024, | 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
Meeting ID: 878 4975 9297 | Passcode: 630002

1. Opening Items

1A. Call to Order

Mayor Latham called the meeting to order at 6:09 p.m.

1B. Roll Call

The following members were in attendance:
- Mayor Brent Latham
- Vice Mayor Richard Chervony
- Commissioner Goran Cuk
- Commissioner Andrew Rotondaro
- Commissioner Rachel Streitfeld

1C. *Pledge of Allegiance*

The Pledge of Allegiance was recited.

1D. Invocation – None

2. Order of Business

The following items were pulled and/or reordered from the agenda:
* Item 14H was taken as the first item of business.
* A presentation by resident Mr. Johnathan Javitt was added to the agenda under the presentation portion of the agenda.
* Item 12B Ordinance on first reading was deferred to a later date**.**
* Items 11B and 11F were pulled from the consent agenda for discussion.

ACTION: Vice Mayor Chervony made a motion to approve the order of business. Commissioner Cuk seconded the motion and the motion passed by unanimous voice vote.

3. Presentations

A. Proclamations and Awards

B. Special Presentations to Commission

Mr. Johnathan Javitt addressed the Village Commission and explained his recent interactions with Code Enforcement Director Orlando Rodriguez.

3A. Presentation of a Proclamation declaring April to be *Dark Sky Month* - Sponsored by Mayor Brent Latham and Commissioner Rachel Streitfeld

Iliana Nunez, editor of Faga Magazine, has joined the Sierra Club to show support for Dark Sky Month and will be celebrating Everglades Dark Sky Month. The initiative aims to raise awareness about the importance of reducing light pollution at night. Residents are encouraged to participate in celebrating Dark Sky Month throughout April.

Sustainability and Resiliency Task Force Board Member Neil Krasner presented the Dark Sky Month Proclamation to Iliana Nunez and the Sierra Club in support of this cause. Commissioner Streitfeld also mentioned that the Village will organize a Dark Sky Yoga event at Vogel Park.

3B. Presentation of the *Maria and Sofia Saidi Scholarship* award winners - Sponsored by Mayor Brent Latham

Mr. Saidi will be at the Village in June and will present the awards then.

3C. Presentation of NBVPD 2023 Officer and Civilian of the Year

* Chief of Police Carlos Noriega presented the newest member of the NBV Police force: Officer Eldwing Salvant.
* Deputy Chief of Police Samuel Bejar presented the Civilian of the Year to Orlando Rodriguez.
* Deputy Chief Bejar presented the Officer of the Year award to Officer Jacque Francois.

3D. Presentation of *Unsung Hero* Award - Sponsored by Commissioner Rachel Streitfeld

Commissioner Cuk presented the *Unsung Hero Award* to Anisa Stringer for her efforts to keep our Village clean.

Legislative Update – Florida House of Representative Fabian Basabe

Florida House of Representative Fabian Basabe came forward and provided an update to the Village Commission, several key points were highlighted:

1. Reported the State allocation of funds for roadway improvements has been awarded to the Village.
2. Reported the State allocation of funds for the North Bay Island Pump Station.
3. He reported that 80 percent of repairs on the vehicular bridge have been completed.
4. He expressed challenges with the Legislation on Biscayne Bay Marine Time Law, including a bill addressing issues with abandoned boats.
5. There was an expansion of the My Safe Florida Program legislation to include Condominiums.
6. Provided the Village Manager with a link to a meeting on HOA management for an in-depth discussion.
7. Allocation of funds for painting the mediums in the Village.
8. Possibility of federal funds for bridge replacement due to bridge problems.
9. Updates on bridge repairs from FDOT Secretary Stacey Miller are to be relayed to the Village.
10. Introduction of a wastewater bill worth $200 million to protect waterways from broken pipes.
11. Representative Basabe will work to address the permitting issues with FDOT for entrance signs in the Village and will seek assistance in resolving this matter.

4. Open Forum

- Bill Prendergast - 1660 South Treasure Drive
- Maria De La Cruz - Chair of Animal Control Board.

* Maria De La Cruz urged the Village Commission to revise the budget for the Animal Control Board to address a situation involving a residence with numerous cats. An allocation of $800 is required to hire a

trapper to spay/neuter the cats, cover their surgeries, and provide vaccinations. It is necessary to redirect funds for these purposes.

Village Manager Rosado stated he would work to redirect funds for the trapper, surgeries, and vaccinations.

* Mario Knapp, 1314 SW 54 Terrace - Retired Police Officer.

5. Approval of Commission Minutes

5A. Approval of the March 14, 2024, Meeting Minutes

ACTION: Vice Mayor Chervony made a motion to approve the meeting minutes. Mayor Latham seconded the motion, and it passed by unanimous voice vote.

6. Advisory Board Minutes/Written Reports

6A. Charter Review Board Report –

Vice Chair Shakti, shared the Board recommendations including the following:

* Commission CIP salary increases.
* Public Notice requirements.
* Village Manager removal requirements (2 meetings 48 hours apart).
* Village Clerk office employees - for employees that report to her directly.
* Continuous residency requirements.
* Qualifying Period of 10 days.
* Nominating petition revised.
* Treasure Island Zoning.

7. Village Commission's Report

Commissioner Cuk:

* He attended the unveiling of the public art for the utility box.
* He continues to work on the green bicycle lanes.
* Reported to collaborate on crafting an MOU with the City of Miami Beach.
* Working on painting the Causeway Mediums.
* Thanked the Resident Services Board for their ideas for the Spring Fling Event.
* Thanked the Village Police Department for keeping the streets safe.
* Announced he will be participating in the upcoming FCC USA tournament in the coming weeks.

Commissioner Streitfeld:

* Wished everyone a happy Earth Month, and she thanked Mayor Latham for sponsoring that Proclamation.
* She announced her sponsorship event on April 23, 2024, named Dark Sky Yoga.
* She informed residents about Poop Free Week, a campaign dedicated to promoting Scoop the Poop Week during the last week of April - 04/27 at Civic Park Event: Coffee Cart, Dog Photos, Vendors from 10 a.m. to 12 p.m.
* An Eagle Scout Event was held to introduce two free community libraries at Vogel and Schonberger Parks, following the "bring-a-book; take-a-book" concept.
* Gratitude was expressed to the Village Commission for supporting the NBV Resilient Program, which has received positive feedback.
* The Water Shed Management Board conducted a meeting addressing commercial uses, vessels, and water quality relevant to NBV.

Vice Mayor Chervony:

* The Solar Eclipse was a source of enjoyment.
* He reminded the residents Passover will commence on April 22, 2024.

DRAFT

Mayor Latham:

* Engaging in celebrations with the Muslim Community.
* Participating in Football for Peace to promote the influence of sports in Washington, DC.
* Collaborating with Javier Mascherano to organize a clinic event for children.

ACTION: The Mayor asked the Commission for support on airfare to bring the individuals to the clinic event. Commissioner Streitfeld and Vice Mayor Chervony were all in favor.

8. Village Attorney's Report

Village Attorney Haydee Sera has provided the Commission updates on the McKnight Case.

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: NBV Finance Department.

Village Manager Rosado provided the following updates:

* He commended Police Chief Noriega on the successful Police Department accreditation.
* He praised the Communication Team for the increased Instagram followers.
* Congratulated Evelyn Herbello on her appointment as Human Resources Director.
* Applications for the Community Center at Galleon Street have been submitted to DERM.
* A Tree Planting event took place in front of the TIES school.
* Commissioner Cuk was acknowledged for finalizing the utility box art project.
* Commissioner Rotondaro scheduled three meetings with buildings regarding the Island Walk project.
* Commissioner Streitfeld and Mayor Latham discussed parking and are analyzing the replies from the public works team, with plans to schedule a Steering Committee Meeting and a Town Hall.
* A Kayak Launch Event is scheduled for April 30, 2024, at Vogel Park.
* Commissioner Streitfeld proposed clarity on the permitting process for residents needing conditional repairs due to a moratorium, emphasizing the need for process improvement.
* Public Works Director Marlon Lobban highlighted instances where properties were allowed to proceed without DERM approval, including Business Tax Receipts issuances.
* Mayor Latham confirmed the first trim of Palm trees at North Bay Islands was scheduled for April 22nd.
* Village Manager Ralph Rosado will explore innovative approaches to the application process.
* Commissioner Streitfeld raised concerns regarding Code Enforcement at 7918 W. Drive, emphasizing the need for enforcement on fencing and littering.

9A. Communications & Special Events Report (March 2024)
9B. Traffic Enforcement Report (March 2024)
9C. Police Accreditation Report (March 2024)
9D. Code Enforcement Report (March 2024)
9E. Capital Improvement Report (March 2024)
9F. TIES-Galleon Project Timeline (February 2024)

10. Village Clerk's Report (March 2024)

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

11A. A Resolution Confirming the Appointment of Evelyn Herbello from Human Resources Manager to the Human Resources Director - Village Manager Ralph Rosado, PhD., AICP.

DRAFT

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF EVELYN HERBELLO AS HUMAN RESOURCES DIRECTOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11B. A Resolution Approving the Purchase of a New Phone System for $18,235.50 from DIGeTEL.net, INC. Village Manager Ralph Rosado, PhD., AICP (Johnny Saavedra, IT Director).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A NEW PHONE SYSTEM FROM DIGETEL.NET, INC. IN AN AMOUNT NOT TO EXCEED $18,235.50; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

11C. A Resolution Approving a Budget Amendment to Allocate Donations received by the Village for the North Bay Village Police Department - Village Manager Ralph Rosado, Ph.D. AICP (Carlos Noriega, Chief of Police).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 TO ALLOCATE DONATIONS RECEIVED BY THE VILLAGE FOR THE POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11E. A Resolution Approving SFM Landscape Services, LLC's proposal for $28,894.50 to Provide Village-Wide Landscape Services in Bulb-Outs and Medians - Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO SFM LANDSCAPE SERVICES, LLC FOR VILLAGE-WIDE LANDSCAPE SERVICES IN BULB-OUTS AND MEDIANS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Mayor Latham made a motion to approve the consent Agenda. Commissioner Streitfeld seconded the motion, and it passed by unanimous voice vote.

At this time the following items were taken out of order and discussed at the same time:
Item 14G and 14H.

14G. Discussion of Village Manager/Corrective Action Plan

This item is a continuation of the discussion from the recent Special Commission Meeting and entails a discussion of two items:

* A proposed Corrective Action Plan, pursuant to further discussions with each Commission Member, and
* A list of goals (one goal per individual Commission Member) to be discussed at the September Village Commission Meeting.

14H. Discussion and Potential Termination of the Village Manager's Employment Agreement - Sponsored by Vice Mayor Richard Chervony.

DRAFT

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, TERMINATING THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Chervony expressed an inability to continue working with the Village Manager due to concerns regarding a significant payout of over $62,000 for vacation and sick time, as well as two merit increases without proper documentation. The Village Commission was not informed of this payout, prompting questions about transparency.

The Fraternal Order of Police (FOP) expressed support for the Village Manager, contingent on whether the termination is justified. The Village Commission oversight is limited to the Village Manager, Village Clerk, and Village Attorney. He further explained that the Village Manager only took 9 vacation days and 11 sick days. It is unclear if a budget amendment was made for this payout.

ACTION: Vice Mayor Chervony proposed a motion to terminate the Village Manager.

Chief Financial Officer Angela Atkinson noted that before Finance took over timekeeping, HR managed this task, with Department Heads notifying HR of days off via calendar invitations.

Commissioner Streitfeld stated that during the evaluation meeting the Commission agreed to set a path forward until September and felt that the Village has changed for the better since 2018.

Vice Mayor Chervony left the meeting at 9:03 p.m.

The motion to terminate the Village Manager failed because no one seconded the motion.

There was a discussion on working with the Village Manager to provide a corrective action plan.

Mayor Latham suggested an incentive base contract and offered a sample, where the Manager could have a base salary of $200,000 and the remaining compensation would be added as projects are brought to completion. The Village Manager would have to identify a list of projects.

There was a consensus for the Village Manager to bring back a plan on incentive/bonus contracts to the next Commission meeting for discussion.

11D. A Resolution Authorizing Lease Negotiations with the Owner of 1353 NW 79 Street - Chief of Staff Leo Cosio (Village Manager Ralph Rosado, PhD, AICP).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A LETTER OF INTENT WITH 1353 NW, LLC FOR THE LEASE OF THE REAL PROPERTY LOCATED AT 1353 NW 79 STREET (IDENTIFIED FOR PROPERTY TAX PURPOSES BY FOLIO NO. 30-3111-044-0110); APPROVING AN AGREEMENT WITH COLLIERS INTERNATIONAL FLORIDA, LLC FOR ASSISTANCE WITH IDENTIFYING LOCATIONS AND NEGOTIATING A LEASE FOR THE VILLAGE'S PUBLIC WORKS FACILITY; WAIVING COMPETITIVE BIDDING; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Rosado introduced the proposed letter of intent to authorize him to negotiate a lease for a property located at 1353 NW 79 Street. He elaborated that the final price has not been locked but needs authorization to be able to close the lease.

ACTION: Commissioner Streitfeld made a motion to approve. Commissioner Rotondaro seconded the motion.

Upon roll call vote, the motion passed 4 - 0 with Commissioner Streitfeld, Commissioner Rotondaro, Commissioner Cuk, and Mayor Latham voting in favor.

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11F. A Resolution Approving Work Order 017-A1 to EAC Consulting INC., in the amount of $59,226.98 plus a contingency of $10,000 for unforeseen issues that may arise from subsurface utility work. The total is $69,226.98 to Carry Out Supplemental Design and Permitting Services for the North Bay Island Village-Wide ADA Sidewalk, Crosswalks, and Intersection Improvements - Sponsored by Commissioner Andy Rotondaro (CIP Manager Delroy Peters).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE AMENDMENT NO. 1 TO WORK ORDER NO. 17 TO EAC CONSULTING, INC. FOR SUPPLEMENTAL DESIGN AND PERMITTING SERVICES FOR PHASE III OF THE VILLAGE-WIDE ADA SIDEWALK, CROSSWALKS, AND INTERSECTION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $59,226.98 AND AUTHORIZING A CONTINGENCY OF $10,000.00 FOR UNFORESEEN CIRCUMSTANCES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

EAC Consulting, Inc. provided a brief presentation of the proposed village-wide sidewalk improvements project. The company has identified some issues with the sidewalk detectors; broken sidewalks, and realigning sidewalks; and identified the deadlines to meet with FDOT.

Commissioner Rotondaro expressed that the improvement process is mostly needed on Harbor Island. The design fees approved in October should have covered the improvements. He requested an explanation of the supplemental fees.

Commissioner Streitfeld reiterated the urgency of ADA sidewalk improvements on Harbor Island.

EAC Consulting, INC., explained the fees are $54,000 and the other $10,000 was for contingency fees. The company needs a landscaping Architect and an Arborist on board for the relocation of the trees. They also need to have a professional identify the utility boxes before they are moved.

There was consensus to remove the design for sidewalk improvement on North Bay Island from the plans; and proceed with the design for the improvements on Harbor.

The North Bay Island sidewalk segment needs to be cut from the design.

Commissioner Rotondaro asked if the utility and landscaping pieces could be removed so we could move forward, and the answer was yes.

ACTION: Commissioner Rotondaro made a motion to approve. Commissioner Cuk seconded the motion.

Upon roll call vote, the motion passed 4 - 0 with Commissioner Streitfeld, Commissioner Rotondaro, Commissioner Cuk, and Mayor Latham voting in favor.

12. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, inform the Mayor during public comments. An opportunity for people to speak on each item will be made available after the applicant and staff have completed their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission to 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.

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12A. Ordinance Amending the RS-2 Zoning District Regulations Pertaining to Single-Family Residential on Treasure Island - Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP).
AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) RELATING TO THE RS-2 SINGLE-FAMILY RESIDENTIAL ON TREASURE ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the ordinance title into the record.

Village Planner Silvia Vargas introduced the proposed ordinance for the Treasure Island re-zoning regulations. The Village held several Town Hall meetings and feedback was provided on the following:

* Floor use has been eliminated.
* Setbacks have been adjusted, with the rear setback increased from 15 to 20 feet to allow for a larger backyard.
* The building height solution includes a base height of 30 feet from the freeboard.
* In the case of two-lot assemblies, a height of up to 36 feet would be permitted.
* Lot area incentives include a building height increase from 30 to 36 feet and a lower lot coverage maximum of up to 60 percent.
* The total lot coverage is modified to 55 percent.
* Pervious Area: 25 percent of parking areas must be pervious.
* Green Space: A minimum of 20 percent of the total lot area must be green space, with a minimum of 40 percent of the total front area designated as green space. Additionally, a rooftop enclosure has been added.
* Regulations have been implemented for rooftops to safeguard the privacy of neighbors.

ACTION: Commissioner Streitfeld made a motion to approve. Commissioner Cuk seconded the motion.

Upon roll call vote, the motion passed 4 - 0 with Commissioner Streitfeld, Commissioner Cuk, Commissioner Rotondaro, and Mayor Latham voting in favor.

~~**12B. An Ordinance Authorizing the Placement, Installation, and Operation of Speed Detection Systems on Roadways Maintained as School Zones – Sponsored by Vice Mayor Richard Chervony and Commissioner Goran Cuk.**~~

~~**AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 70 "TRAFFIC AND PARKING REGULATIONS," TO CREATE SECTION 70-17 OF THE VILLAGE CODE OF ORDINANCES TO AUTHORIZE THE PLACEMENT, INSTALLATION, AND OPERATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES, ESTABLISH TRAFFIC ENFORCEMENT PROCEDURES WHEN SPEED DETECTION SYSTEMS ARE UTILIZED FOR SCHOOL ZONE SPEED LIMIT VIOLATIONS, AND CREATE HEARING PROCEDURES RELATING TO SUCH SCHOOL ZONE SPEED LIMIT VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**~~

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

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behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

14. Discussion/Action Items

A. Unfinished Business

B. New Business

~~**14A. A Resolution Calling for a Special Election on November 5, 2024, relating to the Charter Review Board's Proposals - Village Attorney Haydee Sera (Sponsored by Vice Mayor Dr. Richard Chervony).**~~

~~**A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING A SPECIAL ELECTION ON TUESDAY, NOVEMBER 5, 2024, TO SUBMIT CHARTER AMENDMENTS TO THE VILLAGE'S ELECTORATE; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.**~~

14B. Discussion on Alternative Design for Village Hall as well as a Potential November 2024 General Obligation Bond Question to Close the Funding Gap - Sponsored by Mayor Brent Latham.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $__ MILLION TO FINANCE THE COSTS OF CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

Village Manager Rosado explained the funding options related to the Village Hall project and urged the Village Commission to provide some direction on whether to propose a ballot question in November 2024 to address the funding shortfall.

Two cost-saving design alternatives were discussed: The first involves eliminating a parking level, resulting in a $3 million savings, while the second suggests phasing the project to construct the full shell, first floor, and elevators, saving $5 million.

The total project cost was estimated at $45 million for bidding. He added that upon finalizing concurrency, an $11 million contribution was expected from Sunbeam. The budget for the Miami-Dade County Rescue Station has increased.

The projected expenses for the next few months amount to $34 million, leaving a $9 million gap.

The recommendation is to request $10 million to cover the shortfall.

There was consensus to revisit this item at the May Commission Meeting.

14C. A Resolution Authorizing Negotiation and Execution of Such Agreements as May Be Necessary with the City of Miami Beach for Mutual Aid and Pursuit of Other Mutually Desirable Goals - Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioner Goran Cuk and Commissioner Rachel Streitfeld.

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A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE SUCH AGREEMENTS AS MAY BE NECESSARY WITH THE CITY OF MIAMI BEACH FOR MUTUAL AID AND OTHER MUTUALLY DESIRABLE GOALS AND ACTIVITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Ralph Rosado suggested seeking other elected officials from the City of Miami Beach to support the MOU.

ACTION: Commissioner Streitfeld made a motion to approve and suggested adding a resident discount for the use of Normandy Pool by Village residents. Commissioner Cuk seconded the motion.

Upon roll call vote, the motion passed 4 - 0 with Commissioner Streitfeld, Commissioner Rotondaro, Commissioner Cuk, and Mayor Latham voting in favor.

14D. Discussion Regarding the Village's High School Scholarship Award Program - Sponsored by Commissioner Rachel Streitfeld.

Commissioner Streitfeld stated that funds remained for scholarships and the decision needs to be made regarding contributing to the Optimist Club. The options are to donate the full $3,500 to the Optimist Club, donate $2,000 (like last year's amount), or explore other donation possibilities.

Mayor Latham stated that funding for the Summer Camp was needed and asked if the remaining funds could be transferred to the Camp.

There was a consensus to donate $2,000 to the Optimist Club and the remaining $1,500 will be allocated to the Summer Camp.

14E. Discussion and Direction Regarding the Month for Summer Recess for the Village Commission.

There was a consensus to recess for Summer in August.

14F. Discussion on Establishing Policy for Village Meeting Videos - Sponsored by Mayor Brent Latham.

Mayor Latham recommended that the Village Commission discuss the possibility of not posting the online meetings video where feedback is given to Charter Officers.

ACTION: Commissioner Streitfeld proposed a motion to not broadcast meetings where Charter Officers are being evaluated but to make them available upon request. Mayor Latham seconded the motion, and it passed by unanimous voice vote.

14I. Discussion and Authorization Regarding Village's Ability to Obtain Ownership Rights of the Pedestal Generally Located in the Waterways between Harbor Island and Treasure Island - Sponsored by Vice Mayor Richard Chervony.

Village Attorney Sera stated that the State may be the owner. We are getting confirmation if this is the case. The Village Attorney will provide an update when there is confirmation of ownership.

14J. Discussion on the Dog Section at Civic Park located at 7903 East Drive - Sponsored by Commissioner Rachel Streitfeld.

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Commissioner Streitfeld introduced the discussion on the dog portion at Civic Park. The dog park at Civic Park was currently experiencing low usage, with numerous complaints regarding the conditions of the dog area. Many individuals are hesitant to visit the park due to irresponsible behavior exhibited by some dog owners.

Staff presented a PowerPoint comparing dog parks in other cities, highlighting best practices, waste stations, leash requirements, and park rules.

Commissioner Streitfeld requested feedback to enhance the park, including the suggestion of a "Yappy Hour."

15. Adjournment

ACTION: Mayor Latham made a motion to adjourn11:06 p.m. Commissioner Cuk seconded the motion, and it passed by unanimous voice vote.

There being no further business to discuss the meeting was adjourned at 11:06 p.m.

Accepted this 11th day of June 2024.

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_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING MINUTES
MAY 14, 2024, | 6:00 P.M.
1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141
Meeting ID: 872 2955 2882 Passcode: 617911

ROLL CALL

1. Opening Items

A. Call to Order

Mayor Latham called the meeting to order at 6:10 p.m.

B. Roll Call

C. Pledge of Allegiance

The Pledge of Allegiance was recited.

D. Invocation

Special guest Rabbi Dalphin invoked the meeting.

2. Order of Business

Vice Mayor Dr. Chervony proposed adding the following item to the Consent Agenda:
New Item added to consent Agenda No. 11R – A motion to increase the Village Clerk Alba Chang's base salary to $145,000/year effective June 1, 2024, after a thorough review of her job performance was made during a Sunshine Meeting held May 9, 2024. It is understood that with this increase the Village Clerk's Office will undertake the management and oversight of Business Tax Receipts [BTR]. Vice Mayor Chervony requested that at the next regular Commission Meeting to rescind Ordinance No. 2019-012 as it relates to Business Tax Receipt.

Vice Mayor Chervony requested to pull the following discussion items from the Consent Agenda: Items 11B; 11C and 11D.

Mayor Latham proposed item 11C to be addressed after the Open Forum.

Commissioner Streitfeld requested to pull 11G off the consent agenda.

Commissioner Streitfeld proposed adding the following discussion item to the agenda:

14I - A proposal on naming the new Village Community Center.
Village Manager Dr. Rosado requested to defer item 11J to the June Commission Meeting.

Mayor Latham proposed to move discussion item 14H to the beginning of the meeting.

ACTION: Vice Mayor Dr. Chervony motioned to approve the new order of business seconded by Commissioner Streitfeld and passed a unanimous voice vote.

3. Presentations

A. Proclamations and Awards

B. Special Presentations to Commission

3.A Presentation of a Proclamation Recognizing Israel's 76th Anniversary of Independence

Vice Mayor Chervony presented a proclamation recognizing Israel's 76th Anniversary of Independence.

3.B Presentation of a Proclamation Recognizing Jewish American Heritage Month

Commissioner Streitfeld presented a Proclamation recognizing Jewish American Heritage Month.

3.C Presentation by Robert Fleming Regarding New Community Libraries - *Sponsored by Commissioner Rachel Streitfeld*

Certificate of Appreciation and Dick's Sporting Goods Gift Card Awarded to Eagle Scout Campbell Fleming for his Efforts in Launching New Community Libraries throughout NBV. Sponsored by Commissioner Streitfeld.

3.D Presentation by Indira Shakti on Measuring Success through Operational Efficiency

Resident Indira Shakti provided a comprehensive presentation on measuring success through operational efficiency. She elaborated on the following.

*Enhancing the process/ operational efficiency.
*Implement Standard operating procedures
*How to determine merit increases.
*Tracking KRA's
*Identifying Key Performance indicators. (KPI)
* Create an organizational design to map the Village's future.

Mayor Latham added he wants to further discuss this topic in conjunction with NBV's Human Resources strategy. He informed the Commission that the Village could work with Ms. Shakti on implementing these Human Resources tools.

3.E Update on the NBV Chamber of Commerce

Presentation by Community Member Mr. David O'Hagan, representing GranVita Realty Group – and Kristen M with ADP and offered an update on the process of incorporating the Chamber of Commerce into a 501c4 status. He seeks start-up funding of $3,500/developer to incorporate the Chamber of Commerce into this status and hire part-time staffers. Mr. O'Hagan hopes the Village can match the monetary funding and aid in the marketing/promotion of this effort. A Chamber of Commerce can bring many benefits to a community including serving as a liaison between municipalities.

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Presentation of a Plaque and A Resolution Authorizing the Retirement of K9 Officer Aerik and the Transfer of His Ownership to His Partner/Handler Officer Battaglia - Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)

4. Open Forum

Luis Navas, 7927 East Drive

Johnathan Javitt, 1470 S. Treasure Drive

5. Approval of Commission Minutes

5.A Approval of the Following Meeting Minutes:

*** March 12, 2024 - Regular Commission Meeting**
*** April 4, 2024 - Special Commission Meeting**

ACTION: Vice Mayor Chervony made a motion to approve the meeting minutes. Mayor Latham seconded the motion, and it passed by unanimous voice vote.

6. Advisory Board Minutes/Written Reports.
7. Village Commission's Report

Commissioner Rotondaro:

- June 3, 2024, is the deadline to complete 60 percent of NBV sidewalk project designs/details.
- Island Walk outreach has begun – reception has been good and an educational video on the endeavor has been completed and should be released soon on social media platforms.
- June 12, 2024, NBV's first golf tournament will be at Normandy Shores. Registrations are now open.

Commissioner Cuk:

- He appreciates the new NBV street signs. He looks forward to more aesthetic and artistic changes within the community: art in public places; benches; landscaping; etc.

Commissioner Streitfeld:

- She appreciates the support and encouragement around the community library initiative.
- July Agenda: She would like to add a discussion on the July agenda regarding the Sidewalks/Crosswalks project and the Milling/Repaving project. Proper coordination is needed when these two projects have moved further along to ensure work isn't duplicated.
- Project Timeline: She has several recommendations for improving NBV's project timelines and executing the various phases of a project more seamlessly.
- She appreciates all who made #PoopFreeNBV possible on April 27, 2024.
- Watershed Management Advisory Board: Commissioner Steinberg is requesting an increase in funding for the Miami-Dade County Marine Patrol. NBV should be vocal supporters of this cause as it helps various issues that overlap with us.
- Watershed Management Advisory Board: Commissioner Streitfeld will introduce to the board a Business Tax Receipt and Certificate-of-Use Requirement for all Biscayne Bay activities.
- Marine Health Coalition will have a panel discussion moderated by Commissioner Streitfeld about commercial uses at Biscayne Bay.
-
- Kind Designs: A Miami-based start-up company that prints eco-friendly, sustainable images on concrete surfaces to create more "marine-friendly" sea walls.

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- NBV Hall: Currently working on increasing electric vehicle charging stations. There will be 20 EV parking spaces made available to the public.

Vice Mayor Dr. Chervony:

- Happy Mother's Day to all mothers on Earth and in heaven.
- A message of gratitude to Deputy Chief Sam Bejar for placing NBV in a prestigious and recognizable situation as President of the MDC Association of Chiefs of Police.
- A message of appreciation to Mayor Latham for his stance against antisemitism and recognizing the Jewish contributions to our community.
- Dr. Chervony attended several Jewish ceremonies highlighting, celebrating remembering, and honoring the Jewish people.
- The new street signs give a uniform appearance on all the islands and discussions on Causeway improvements will resume benefiting all the residents.
- May 23, 2024, will hopefully be when improvements on the portion of the quasi between Pelican Harbor and NBV are approved.
- The Island Walk Project is steadily making progress.
- He echoed Commissioner Streitfeld's praises about #PoopFreeNBV.
- A new sports/community center will soon be a reality.
- Memorial Day 2024: A message of respect/gratitude to all soldiers/veterans for their service.
- NBV Pride: Dr. Chervony will be sponsoring two separate Pride Events.

Mayor Latham:

- He recognized Village Clerk Alba Chang for her dedication and commitment to NBV.
- The corporate soccer tournament was a great success and received great feedback.
- Take Your Kids to Work Day: Mayor Latham recognized the organization and efforts of NBV PD and Public Works staff to ensure the event was a great success.
- Congratulations to Officer Amy on the Torch Run for all the support garnered.
- Urban Land Institute Leadership Forum: Recognized NBV as a leader in resilience.
- Congratulations to Bud Farry's on the Centennial Anniversary of Farrey's Lighting and Bath.
- Turkish American Chamber of Commerce Gala Dinner: Mayor Latham appreciates the invite and learning about its efforts.
- Fire Station: Commissioner Steinberg, Village Manager Dr. Rosado, and Mayor Latham participated in a very productive meeting regarding the fire station project.
- A special kids' event will take place over the weekend - a special thanks to all who made it possible. More details are forthcoming.

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 Traffic Enforcement Report (April 2024)
9.B Communications & Special Events Report (April 2024)
9.C Code Enforcement Report (April 2024)
9.D SSES Rehabilitation Update Presentation
9.E TIES-Galleon Project Timeline (April 2024)
9.F Capital Improvement Report (March 2024)

Village Manager Rosado reported that the Sunbeam project is expected to submit an $11.4 payment Million in contribution fees.

Mayor Latham requested improvements to be made at the 7918-project site.

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Commissioner Streitfeld requested the Legal team to explore all options, including selling, demolishing, or selling at a reduced price to the Village.

10. Village Clerk's Report

10.A Village **Clerk Report for April of 2024**

Village Clerk Chang informed the Village Commission of the recent absences of advisory board members. The following board members accrued three absences.

Planning & Zoning Board
- Jon Andras

Resident Services
- Laura Cuellar De Somoza

The Village Commission asked the Village Clerk to notify the board members of their absences and report back at the June Meeting.

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11. Consent Agenda

A. Staff Items

B. Proclamation/Award/Village Key Requests

11.A A Resolution Confirming that No Village-Owned Property Is Suitable for Use as Affordable Housing Pursuant to Section 166.0451 - Village Manager Ralph Rosado, PhD, AICP (Village Planner Silvia Vargas)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THAT NO VILLAGE-OWNED PROPERTY IS SUITABLE FOR USE AS AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.E A Resolution Approving an Agreement with SOP Technologies (Eddie Lopez Technologies, LLC) in the amount of $150,000 to Design, Fabricate, and Install Storm Drain Inlet Filters, Phase II of the Stormwater Inlet Filter Installation Project - ***Village Manager Ralph Rosado, PhD, AICP (Capital Improvement Project Manager Delroy Peters)***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES FOR THE PURCHASE AND INSTALLATION OF STORMWATER INLET FILTERS IN AN AMOUNT NOT TO EXCEED $150,000; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.F A Resolution Approving $29,612.52 for Gozlan Electric, LLC for Installation of Up-Lights in the Kennedy Causeway Median - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, PE, MBA)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH GOZLAN ELECTRIC, L.L.C. FOR THE PURCHASE OF UP LIGHTING AND REQUIRED ELECTRICAL SERVICE FOR PALMS LOCATED ON THE MEDIANS OF KENNEDY CAUSEWAY IN AN AMOUNT NOT TO EXCEED $29,612.52; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.H A **Resolution Approving a Change Order to David Mancini & Sons, Inc. in the Amount of $26,567.12 to Address Unforeseen Conditions for the Wastewater Pump Station - Village Manager Ralph Rosado, PhD, AICP** ***(Project Manager Carlos Llamas)***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH DAVID MANCINI & SONS, INC. FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-003 IN AN AMOUNT NOT TO EXCEED $26,567.12; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.I A Resolution Approving Work Order CTA24.01 with Craven Thompson & Associates in the amount of $115,160.00 for Treasure Island Resurfacing and Crosswalk Upgrades Design, Permitting, and Bid Support Services for Resurfacing and Crosswalks Upgrades to Treasure Island Residential Streets - ***Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO CRAVEN, THOMPSON & ASSOCIATED INC. FOR RESURFACING AND CROSSWALK UPGRADES DESIGN, PERMITTING, AND BID SUPPORT SERVICES FOR THE TREASURE ISLAND MILL AND OVERLAY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $115,160.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.K A Resolution Authorizing a Budget Amendment in the Amount of $50,000 for Sanitation Truck Repairs - ***Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO PROVIDE FOR SANITATION VEHICLE EXPENSES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.L A Resolution Approving a County Incentive Grant Program (CIGP) Agreement between North Bay Village and the Florida Department of Transportation for Short-Term Improvements to Kennedy Causeway - ***Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)***

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A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $207,010 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CONSTRUCTION OF THE KENNEDY CAUSEWAY COMPLETE STREETS PROJECT; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A STATE-FUNDED GRANT AGREEMENT WITH FDOT AND MIAMI-DADE COUNTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.M A Resolution Authorizing the Purchase of Two Replacement Solid Waste Trucks - Village Manager Ralph Rosado, Ph.D., AICP (Public Works Director Marlon Lobban; Chief Financial Officer Angela Atkinson)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT AND RELATED DOCUMENTS FOR THE FINANCING OF SANITATION TRUCKS; AND PROVIDING FOR AN EFFECTIVE DATE.

11.N A Resolution Approving a Memorandum of Understanding with Football for Peace Foundation for Youth Sports Initiatives for the Village - *Sponsored by Mayor Brent Latham*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH FOOTBALL FOR PEACE FOUNDATION TO COLLABORATE ON YOUTH SPORTS INITIATIVES FOR THE VILLAGE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.O A Resolution Amending an Agreement with Soccer for Peace DBA Futbol Con Corazon (FCC USA) in the Amount of $15,840 for Soccer Programming Services - Ralph Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED AGREEMENT WITH SOCCER FOR PEACE FOUNDATION, INC. D/B/A FUTBOL CON CORAZON (FCC USA) FOR AFTER SCHOOL CARE AND YOUTH MENTORSHIP INITIATIVES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.P A Resolution Approving Budget Amendments to Allocate Funds for Donations, Soccer Revenues, Insurance & Grant Proceeds – *Village Manager Ralph Rosado, Ph.D., AICP (Chief Financial Officer Angela Atkinson)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO RECOGNIZE SOCCER REVENUES, RECOGNIZE INSURANCE PROCEEDS, ALLOCATE DONATIONS RECEIVED AT THE MIAMI FOUNDATION, AND RECOGNIZE COUNTY CULTURAL ART GRANT REVENUES FOR HALLOWEEN AND WINTER WONDERLAND 2023 EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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11.Q A Resolution Approving Revised Development & Construction and Operations & Management Agreements with the Asociacion de Futbol Argentino for the North Bay Village Galleon Street Property - *Sponsored by Mayor Brent Latham*

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REVISED FIRST AMENDED AND RESTATED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND A REVISED FIRST AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT WITH THE ASOCIACIÓN DEL FÚTBOL ARGENTINO (AFA) (ALSO KNOWN AS THE ARGENTINE FOOTBALL ASSOCIATION) RELATING TO THE DEVELOPMENT AND OPERATION OF A COMMUNITY CENTER, SPORTS COURTS, AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 1851 GALLEON STREET; APPROVING A REVISED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT WITH AFA RELATING TO THE DEVELOPMENT OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Item 11R was added to the consent agenda during the order of business.

11R. Approval of a Salary Adjustment for Village Clerk Alba L. Chang amending the base salary to $145,000, effective June 1, 2024.

ACTION: Vice Mayor Chervony made a motion to approve the consent agenda. Mayor Latham seconded the motion, and it passed by unanimous voice vote.

The following agenda items were pulled from the consent agenda for discussion or deferred to a later date.

11.B A Resolution Amending a Professional Services Agreement with LAGOMHR, Inc. for Human Resources Consulting Services - Village Manager Ralph Rosado, PhD, AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LAGOMHR INC. FOR HUMAN RESOURCES CONSULTING; CONFIRMING THE APPOINTMENT OF YOLANDA N. MENEGAZZO OF LAGOMHR INC. AS INTERIM HUMAN RESOURCES DIRECTOR; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

There was a brief discussion from the Commission on the proposed human resources consulting services and the presentation made by Resident Indira Shakti.

Vice Mayor Chervony raised questions about funding for services and requested clarity on how services are being funded, emphasizing the need for funding from the Village Manager's budget.

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Mayor Latham sought clarification on the scope of services and proposed collaboration with Ms. Shakti to establish performance measures and oversee projects, suggesting that the Commission consider taking on these projects separately.

It was suggested to engage Ms. Shakti with HR to handle the separate projects, with Vice Mayor Chervony emphasizing the importance of clear scope and per-hour rate for special projects.

There was a consensus to proceed with LagomHR and to allocate $25,000 as a budget to engage Ms. Shakti in negotiating a scope of work related to performance measures.

Ms. Yolanda Menegazzo elaborated on her scope of work including employee relations, onboarding, day-to-day operations, and implementation of UKG software.

Village Manager Rosado will bring an agreement to the June Commission for Ms. Shakti's consulting services.

ACTION: Mayor Latham made a motion to approve the proposed resolution with LAGOMHR Inc. and to allocate $25,000 to negotiate a professional service agreement with Indira Shakti to assist Human Resources consulting services with other Village assorted items such as implementing key performance measures and indicators. Commissioner Cuk seconded the motion, and it passed by unanimous voice vote.

11.C A Resolution Authorizing the Retirement of K-9 Officer Aerik and the Transfer of His Ownership to His Partner/Handler, Officer Battaglia - Village Manager Dr. Ralph Rosado (*Deputy Chief of Police Samuel Bejar*)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE SALE AND PURCHASE OF POLICE K-9 AERIK; APPROVING AN AGREEMENT FOR TRANSFER OF OWNERSHIP OF K-9 AERIK; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Vice Mayor Chervony made a motion to approve the proposed resolution. Mayor Latham seconded the motion, and it passed by unanimous voice vote.

11.D A Resolution Approving a Piggyback Contract with ESR, LLC for Emergency Sandbag Response - *Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH ESR, LLC FOR EMERGENCY SANDBAGS SERVICES UTILIZING A CONTRACT COMPETITIVELY BID BY THE CITY OF WEST MIAMI; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Chervony suggested allocating $50,000 for the sandbag services.

ACTION: Vice Mayor Chervony made a motion to approve an increase in the funding to $50,000. Mayor Latham seconded the motion, and it passed by unanimous voice vote.

Items 11G and 11J were deferred to the June Regular Commission Meeting.

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~~11.G A **Resolution Approving an Agreement with Waste Connections for Recycling Collection Services for Commercial & Multifamily Properties - Village Manager Ralph Rosado, PhD, AICP *(Marlon Lobban, Public Works Director)***~~

~~**A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH WASTE CONNECTIONS OF FLORIDA, INC. FOR THE COLLECTION, HAULING, AND PROCESSING OF SINGLE-STREAM RECYCLABLE MATERIALS FOR COMMERCIAL AND MULTIFAMILY RESIDENTIAL UNITS UTILIZING THE TERMS AND CONDITIONS OF TOWN OF SURFSIDE CONTRACT DATED APRIL 1, 2020; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**~~

~~11.J **A Resolution Approving Work Order BCC24.01 with BCC Engineering, LLC in the Amount of $802,796.00 for Stormwater Design Management Services - *Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)***~~

~~**A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR DESIGN MANAGEMENT SUPPORT FOR THE VILLAGE'S STORMWATER MASTERPLAN PROJECT IN AN AMOUNT NOT TO EXCEED $802,796.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**~~

14.H Discussion of Commission Goals for Village Manager - *Sponsored by Mayor Brent Latham*

This item is a continuation of the discussion from the April Commission Meeting and entails discussion of two items:

- A proposed Corrective Action Plan, pursuant to further discussions with each Commission Member, and

- A list of goals to be tracked - and perhaps discussed - monthly through the September Village Commission Meeting.

There was a detailed discussion of the proposed action plan and Commission goals for the Village Manager.

Mayor Latham suggested that the Commission provide feedback on the Village Manager's list of goals. He made suggestions to the list of objectives and urged for the Manager's physical presence in the office.

Commissioner Streitfeld expressed no issue with his current availability via email or phone.

There was a consensus for the Village Manager to me more physically present at the office.

Mayor Latham asked for the Village Manager to work on the contract revision, and it was brought back to the June Commission meeting.

There was a brief discussion on the bonus structure and merit increases.

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Vice Mayor Chervony explained the potential impact of a pay cut and bonus structure adjustment.

Mayor Latham clarified the incentive-based contract structure and the decision to remove an additional bonus while considering a $5,000 merit increase in the upcoming budget cycle.

Vice Mayor Chervony asked about the additional $25,000 bonus for the Village Manager.

There was a consensus to remove the $25,000 bonus and the Village Manager will bring back a clean version of the proposed contract at the June Commission Meeting.

ACTION: Latham made a motion to approve the proposed changes to the Manager's contract. Commissioner Streitfeld seconded the motion.

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

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 people to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

12.A An Ordinance Amending Section 8.13 of the Unified Land Development Code to Implement Additional Procedures for Award and Transfer of Density Rights - Sponsored by Vice Mayor Richard Chervony

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.13 OF THE UNIFIED LAND DEVELOPMENT CODE TO IMPLEMENT ADDITIONAL PROCEDURES FOR AWARD AND TRANSFER OF DENSITY RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE

Village Clerk Chang read the ordinance title into the record.

Mayor Latham proposed an administrative fee of $2,500.

Commissioner Streitfeld was opposed to the proposed legislation, expressing concerns about potential density increases on Harbor Island.

Commissioner Daro indicated support for the proposed amendment.

Commissioner Cuk believed it would enhance the value of Transfer of Density Rights (TDRs) and aid in meeting the funding cap for Village Hall.

Vice Mayor Chervony highlighted the financial shortfall for Village Hall, even if all TDRs were sold and funding was collected. The proposed ordinance was aimed at avoiding the need for another General Obligation

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(GO) Bond. The upcoming year will see an increase in debt service, the parks improvement fund, state debt, and the $60 million debt and interest rate.

ACTION: Vice Mayor Chervony made a motion to approve the proposed ordinance on first reading and amend the administrative fee to $2,500. Commissioner Daro seconded the motion.

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

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 people to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13. A Use Exception for a Temporary Sales Center/Marketing Office at 7940 West Drive - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP).*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING WITH CONDITIONS] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) FOR 7940 NBV PARTNERS, LLC, TO BUILD A TEMPORARY SALES CENTER/MARKETING OFFICE ON PROPERTY LOCATED AT 7940 WEST DRIVE, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the resolution title into the record.

Village Attorney Recio read the quasi-judicial statement during the meeting. The Village Clerk administered oaths to all individuals speaking at the Public Hearing, including Graham Penn representing 7940 W Drive.

ACTION: Commissioner Streitfeld made a motion to approve. Commissioner Cuk seconded the motion.

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

13. B Ordinance Amending the RS-2 Zoning District Regulations About Single-Family Residential on Treasure Island - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)*

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) RELATING TO THE RS-2 SINGLE-FAMILY

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RESIDENTIAL ON TREASURE ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the ordinance title into the record.

ACTION: Commissioner Streitfeld made a motion to approve the proposed ordinance as presented. Commissioner Cuk seconded the motion.

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

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14. A A Resolution Calling for a Special Election on November 5, 2024, Relating to the Charter Review Board's Proposals - Village Attorney Haydee Sera (Sponsored by Vice Mayor Dr. Richard Chervony)

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING A SPECIAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 TO SUBMIT CHARTER AMENDMENTS TO THE VILLAGE'S ELECTORATE; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

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There was a detailed review of each of the proposed ballot questions that was presented by the Office of the Village Attorney.

There was consensus to remove the following three questions from the proposed resolution:

1. CONSUMER PRICE INDEX COMPENSATION ADJUSTMENT
The Village Charter provides that the Mayor be compensated $7,800 per year and that each Commissioner be compensated $6,300 per year. It is proposed that the Charter be amended to provide that this compensation shall be increased, but not decreased, by the Consumer Price Index (CPI) annually.

3. NOTICE PRIOR TO REMOVAL OF THE VILLAGE MANAGER
The Village Charter provides that the Village Commission may remove the Village Manager by a minimum of three votes in favor of removal. It is proposed that before the Village Manager may be removed without cause, at least two public meetings at least 48 hours apart must be held where the Village Manager's removal is approved by much of the Village Commission at each meeting.

7. FORM OF NOMINATING PETITION

The Village Charter provides the form of the nominating petition for candidates for Mayor and Commission. It is proposed that the Charter be amended to require that the form of nominating petition include the signer's date of birth or voter registration number.

The Village Commission asked the Village Attorney to bring back a clean version of the resolution without above reference questions.

Vice Mayor Chervony introduced three proposed charter amendments to the record for the Commission to consider at the next meeting.

14. B Discussion of Alternative Design for Village Hall as Well as a Potential November 2024 General Obligation Bond Question to Close the Funding Gap - *Sponsored by Mayor Brent Latham*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $__ MILLION FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

Village Manager Rosado introduced the discussion item concerning the Village Hall project and requested feedback from the Commission on whether the Village should consider presenting a ballot question in November 2024 to close the funding cap.

There was a brief discussion regarding the shortfall for the Village Hall build-out. Mayor Latham expressed the desire for the County to complete the agreement and determine the final amount for funding the fire station.

14. C Discussion of a Potential November 2024 General Obligation Bond Question in Support of Parks and Island Walk Improvements and Park Land Acquisition - Village Manager Ralph Rosado, PhD, AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $_____ FOR THE PURPOSE OF FINANCING IMPROVEMENTS AT VILLAGE PARKS AND THE ISLAND WALK AND FOR PARK LAND ACQUISITION; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

Village Manager Rosado introduced the proposed discussion item concerning a General Obligation Bond question to support Village Parks and Island Walk improvements. He explained that with a $3.5 million shortfall identified for Civic Park, he recommended reallocating the Village Parks funds currently available for Island Walk improvements. Additionally, he suggested putting forth a $10 million park bond

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question, which could cover expenses such as playground equipment replacement at Schoenberger Park, rehabilitating buildings along the seawall, and acquiring future land. He stated that historically, park bond questions have a 90% approval rate.

Vice Mayor Chervony inquired about the impact on debt service, to which staff confirmed it would be affected.

Mayor Latham was not in favor of seeking funds from taxpayers and opposed funding individual buildings at Island Walk.

Commissioner Streitfeld deferred to the Commission's decision but expressed support for investing in Parks.

14.D Discussion on Naming a Village Asset in Honor of Harvey Ruvin - Sponsored by Vice Mayor Dr. Richard Chervony

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMMEMORATING FORMER NORTH BAY VILLAGE MAYOR AND MIAMI-DADE CLERK OF COURTS HARVEY RUVIN BY NAMING [INSERT NAME OF VILLAGE ASSET TO BE NAMED] TO BE DETERMINED] AS THE [INSERT NAME OF WHAT THE ASSET WILL BE CALLED, E.G., "THE HARVEY RUVIN KAYAK LAUNCH"]; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Chervony introduced the discussion on the naming of assets after Harvey Ruvin to be memorialized by the Village. He read into the record a portion of the sunshine meeting minutes of the discussion on the items that were discussed. There was a consensus at the Sunshine Meeting to name the Kayak Launch after Mr. Ruvin.

Commissioner Streitfeld reported that the Sustainability and Resiliency Task Force recommended that the Civic Park be named after Mr. Ruvin, She requested additional time on this matter to obtain funding for this initiative.

Mayor Latham stated that Mr. Ruvin lived at 7910 West Drive and suggested naming a segment of Harbor Island after Mr. Ruvin.

There was a consensus to revisit the naming discussion in one to two months, potentially in July.

14. E Discussion and Authorization Regarding Village's Ability to Obtain Ownership Rights of the Pedestal Generally Located in the Waterways between Harbor Island and Treasure Island - Sponsored by Vice Mayor Richard Chervony

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Vice Mayor Chervony mentioned that the pedestal was in the Florida Department of Environmental Protection waters, but ownership confirmation was still pending. The pedestal was dedicated to the individual who installed towers in that area. He engaged the Village Attorney to consult on how to acquire ownership of the pedestal, with the Village having a favorable chance of obtaining it.

Vice Mayor Chervony suggested that once the Village owns the pedestal, it could be gifted to Sunbeam for the placement of artwork.

ACTION: Vice Mayor Chervony made a motion to authorize the Village Attorney's Office to start proceedings to claim the pedestal. Commissioner Daro seconded the motion, and it passed by unanimous voice vote.

14. F Discussion **of Potential Penalties for Late Payment of Development Agreement-Associated Fees -** ***Sponsored by Commissioner Goran Cuk***

Commissioner Cuk requested for Staff to create a process for the late payments of development agreement associated fees.

14. G Discussion **on the Cost-of-Living Adjustment (COLA) -** ***Sponsored by Mayor Brent Latham***

Mayor Latham introduced a discussion on modifying the Cost-of-Living Adjustment (COLA) to foster a sense of community in the Village and promote financial support among employees. He proposed a more equitable distribution of COLA.

Vice Mayor Chervony recommended maintaining the current method of distribution.

NBV Chamber of Commerce

ACTION: Commissioner Cuk made a motion to support $3,500 towards the Chambers of Commerce. Commissioner Streitfeld seconded the motion, and it passed by unanimous voice vote.

14I – Consideration on Naming of the Village Community Center after Mayor Brent Latham

Commissioner Streitfeld respectfully asked Mayor Latham to recuse himself from this item.

Commissioner Streitfeld asked the Commission to consider naming the Galleon Street Community Center after Mayor Brent Latham. He has been the driving force for building the Community Center and collaborating with AFA.

ACTION: Commissioner Streitfeld made a motion to name the Community Center at Galleon be named after Mayor Brent Latham. Commissioner Daro seconded the motion, and it passed by unanimous voice vote.

15. Adjournment

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ACTION: Commissioner Streitfeld made a motion to adjourn the meeting. Commissioner Daro seconded the motion, and it passed by unanimous voice vote.

There being no further business to discuss the meeting was adjourned at 11:07 p.m.

Accepted this 11th day of June 2024.

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_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

ITEM NO. 6.A

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Sustainability & Resilience Task Force Report - Chair Alisha Graham

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Chair, Alisha Graham of the Sustainability and Resiliency Task Force will present a report to the Village Commission regarding the recent recommendations and discussions held by the Board.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: NONE

SUBJECT: Communications & Special Events Report (May 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events Report (May 2024)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
CommsEventsReportMay2024.pdf

North Bay Village

Communications & Special Events Engagement Report

The Village Communications & Special Events Department has carried out several very successful campaigns, major events and meetings within the last month.

Our Parking Town Hall was filled with residents both in-person and online. The meeting produced a thoughtful conversation and residents provided feedback. We've hosted multiple ribbon cuttings celebrating Village accomplishments. These moments are a celebratory time and earn excellent engagement on NBV channels. Both the new street signs and artistic benches have been marked as a 'Weekly Win.'

FDOT coordinated with our team to host a Public Hearing at Village Hall. This required months of planning, scheduling, marketing and day of set-up with help from the IT Director.

Our team also assisted NBVPD to execute and advertise the annual Hurricane Preparedness workshop. We played an active role throughout the meeting, speaking to the crowd explaining how we will alert residents to active weather. It was crucial for residents to hear how we will keep them advised and steps they need to take to ensure they are on our listserv.

Our team assisted in planning and media outreach for the Javier Mascherano soccer event lead by Mayor Latham.

In addition to continued events that have proven to be successful, and rigorous communication to our residents and others - we were able to take time to clean out both Public Storage units and move supplies on-site. This move saved the Village upwards of ~$12,000 annually.

On *Instagram*, our NBV account has 3,368 followers. We've increased 100 followers in the last month.
On *Facebook*, our NBV account has 2,000 followers with 22,500 impressions.
On *Twitter*, our NBV account has ~1,200 followers.
On *LinkedIn*, our NBV account has 57,000 impressions and a 5% increase in engagement since last month.

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Capital Improvement Report (May 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Per the attached

PERSONNEL IMPACT
NONE

ATTACHMENTS
Capital Improvement Projects Construction Summary May 2024.pdf

Key Capital Improvement Projects Construction Summary (May 31, 2024)					
(Organized by Expected Construction Completion Dates, unless Otherwise Indicated)					
Proj. #	**Proj. Name and Proj. Manager**	**Scope**	**Estimated Start Date**	**Estimated End Date**	**Notes**
1	Moda Frame Sculpture (Leo)	Add a frame sculpture for photo ops at rear of Moda	6/30/24	8/30/24	Sponsored by Mayor Latham and Comm. Daro. Commission to approve Moda easement, public art budget amendment, and artist contract, at 6/11/24 meeting. This is public art project #10.
2	TIES Mural #1 (Leo)	Xavier Cortada mural	8/1/24	8/30/24	Sponsored by Vice Mayor Chervony. This is public art project #11.
3	TIES Mural #2 (Leo)	We R Nice N Easy mural	8/1/24	8/30/24	Sponsored by Commissioners Cuk and Daro. This is public art project #12.
4	Cortada Vogel Park Project (Leo)	Sea level rise-related marker	8/1/24	8/30/24	Sponsored by Vice Mayor Chervony. This is public art project #13.
5	TI Parking Study (Delroy)	Identify feasible parking management strategies that are satisfactory to residents and businesses on TI	11/29/23	9/12/24	2nd parking study town hall to be held 3rd week of May. Commission adoption of study scheduled for 6/11/24 meeting. Implementation by fall 2024.
6	Vogel Park Marine Facilities (Delroy)	Install kayak launch and marine patrol dock	4/15/24	9/30/24	
7	TIES Park (Carlos/RR)	Public Private Partnership Project (PPP). Add 5 multipurpose fields, pathway, landscaping to TIES perimeter	Summer 2024, per AFA	10/30/24 per AFA	Project details on TIES-Galleon spreadsheet
8	TI ADA - Ph IIB (Delroy)	Install audible beacons at 4 intersections on Causeway.	10/9/23	11/8/24	Permit application submitted to Miami-Dade Dept of Tranportation and Public Works for approval.
9	Complete Streets - Short Term Improvements (Bus Shelters & TI Decorative Crosswalks) (Delroy)	Ultimately install 5 bus shelters on Kennedy Causeway and pedestrian crosswalks on TI	Spring '24	Fall '24	BCC Engineering has submitted 90% design to Village for review. Comments provided. Upcoming: selection of bus shelter fabricator by 5/31/24. Submission of completed design for FDOT's approval. Design portion of project: 1. BCC Engineering submitted 90% design plans to FDOT for review the last week of April 2024 which included the preliminary designs for the bus shelters. 2. FDOT review is about 21 days. 3. Final design is expected by end of June 2024 with FDOT approval. 4. Upon final design approval by FDOT, BCC will submit the 100% to the Building Department for plan review and approval at the Village level. Construction portion of project: 1. CIGP construction agreement with FDOT is pending execution, a resolution is being presented at the May Commission meeting that FDOT needs in order to proceed with the execution grant agreement between FDOT and the County (both need to sign and approve). 2. FDOT has advised that the earliest we can commence construction is August 2024. 3. Procurement for a contractor will commence in July 2024 (we have to align with the 100% design completion) and the Village will issue the ITB as soon as design is complete and all approvals have been received. 4. Contractor selection before Commission would occur by no later than November 2024. 5. Construction would commence around that time and is expected to last 12 months so approximately December 2025. However, we understand that there can be comment introductions from regulatory agencies during the course of construction which can delay the project, hence, the more reasonable completion date is June 2026. Two additional bus shelters to be paid for by Sunbeam $400,000 causeway contribution.
10	Western Entry Sign	Add new NBV sign (similar to eastern	10/1/24	10/30/24	With the Miami MOU approved on 5/23/24, NBV can begin designing, permitting, and seeking fabricator/installer of sign to be placed near SE corner of Pelican Habor Dr. To be paid for by Sunbeam $400,000 causeway contribution.
11	WW Pump Station Improvements (Carlos)	Remove and replace pump station at Galleon Street. Remove and replace pump station at Hispanola Ave and make direct connection to force main. Upgrade electrical panels at S. Treasure Dr and Village Hall pump stations	7/31/23	12/31/24	Contractor DMSI work continues.

12	Sanitary Sewer Evaluation Rehabilitation Project and DERM Moratorium Response Phase II** (Marlon)	Complete assorted moratorium-related improvements	Spring '22	12/31/24	300 Engineering to: repair and re-do of smoke test of Hispanola Basin; repair continues on S Treasure, Village Hall basins lateral lines and manholes; SSES report submitted to DERM; S. Treasure & Village basins scheduled flow test in June 2024; 300 to prepare amendment to SSES report to address DERM's comments Major Milestones: Moratorium lifted on main basin on Galleon Street (pump #1); Completion of Phase III report; Night flow test of Village Hall and S. Treasure basins completed by June 30, 2024; Night Flow test results submitted to DERM by June 30, 2024. End date determined by County results but anticipated to be end of 2024.
14	Inlet Filters (Phase II)	Installation of 45 upward flow customized stormwater drainage filters on existing inlets on HI & TI	6/30/24	6/30/25	Contract with SOP Technologies approved at 5/14/24 commission meeting.
13	New or Repaired Crosswalks & Sidewalks on All Islands (Delroy)	Phase I: Add 6 crosswalks on HI; complete sidewalk connectivity on HI. Phase II: add 20 crosswalks on TI; repair and replace cracked, broken sidewalks, curb & gutters on TI; add 1 path at entrance of NBI (connecting Coquina & Center Bay)	Spring 2025	Fall 2025	EAC Consulting has: Topo Survey completed and design begun on HI. Survey started on TI; 60% design completed for HI; survey to be completed on TI and design to begin. Supplemental for crosswalk and intersection to be approved by April's commision; supplemental WO approved for crosswalk, landscaping, utility and intersection adjustments. Major Milestones: funding received from FDOT Sept 23; design commenced Jan 2024; 100% Design to be completed and submitted for FDOT/NBV review by 8/29/2024.
15	Galleon St Community Center (Carlos/RR)	Private Public Partnership Project: Construct community center and outdoor rec. amenities at Public Works site	10/30/24 per AFA	11/30/25 per AFA	Project details are contained on TIES-Galleon spreadsheet.
16	Village Hall (Carlos/RR)	Village Hall/Fire Rescue Complex	6/23/25	12/31/26	Wannemacher Jensen Architects, Inc. 60% design development docs submitted to NBV build dept. Requirements for art space/structure inclusion are under discussion with County Dept of Cultural Affairs; commission to determine nature of public art project at 6/11/24 meeting.
17	Civic Park Recreational Improvements (Delroy)	Add walking/nature trail, splash pad, kayak launch, living shoreline	TBD depending on funding availability	TBD (12 months after construction start)	EAC Consulting. 90% plans submitted for review by NBV Bld Dept. DERM, SFWMD, USACE, FDEP permits upcoming, all expected by 9/30/24. Funding gap to be discussed at 6/11/24 commission meeting.
18	Island Walk N Plaza (Delroy)	Construct North Plaza scenic area	6/30/24	TBD	Contractor is Florida Eng & Development Corp. Contractor awaits drainage permit. FDOT provided new comments on design requiring plan revision, prompting additional project delays. 1. Kimley-Horn submitted responses to recently received comments from FDOT on 5/3/2024. 2. FDOT will review and possibly accept the responses by 5/17/2024. 3. Upon FDOT acceptance the project can start and contractor is ready to go. 4. Construction is estimated to last through the end of the year. FDOT reviewed/approved the plans in summer 2023. They did not notify Kimley-Horn or NBV of additional concerns until March 2024 despite us already having hired a contractor. The Village received the DERM permit for this project in April 2024. We just need FDOT's final approval to proceed. We have engaged State Rep. Basabe and Ron Book and Rana Brown to assist with securing project approvals.
19	Eastern Entry Sign (Delroy)	Install welcome sign in N Plaza	TBD	TBD	ITB for sign fabricator is publicized. Installation is contingent upon N Plaza project completion.
20	NBI Stormwater System Improvements (Delroy)	Replace NBI stormwater pump station with new, better one	TBD	TBD	BCC Engineering. Upcoming: 100% plans submitted to DERM for Drainage well permit approval and acquisition of easement for electrical panel. Preparing for advertising for construction bids.
21	TI Resurfacing Project (Carlos)	Mill and resurface and minor reconstruction of local road surface on Treasure Island.	TBD	TBD	Craven Thompson & Associates is designining; design expected by 9/30/24.
22	Landscaping Miami's Causeway Medians (Leo)	Beautify (installing royal palms, perennial peanut, green island ficus) in the Miami medians between the West Bridge and NBV's western boundary.	TBD	TBD	With Miami MOU approved on 5/23/24, NBV will partner with Miami to apply for an FDOT grant and ultimately to design/permit/install landscaping so that those medians match NBV's. Grant application available summer 2024.
Completed					
Proj. #	**Proj. Name**	**Scope**	**Start Date**	**End Date**	**Notes**
1	Tree Planting at TIES (Phase I)	Planted 48 shade trees at TIES	8/2/23	8/30/23	

2	Hispanola Ave Roadway Improvements	Segregated left green arrow and pedestrian walk signal, so that drivers are not encouraged to approach and endanger pedestrians; other minor (e.g. restriping and repaving) improvements	5/1/23	9/30/23	This is an FDOT (not NBV) project, but NBV advocated for the pedestrian improvements and more recently asked for the full intersection to be paved. They complied.
3	Kennedy Causeway Median Beautification	Added 10 royal palms and groundcover on causeway medians	6/15/23	9/30/23	
4	TI Bulbouts and N. Treasure Drive Medians	Install green island ficus in bulbouts; install plantings reflecting Curtis & Rogers design in N. Treasure Dr. medians	10/4/23	11/1/23	
5	TI ADA Improvements (Phase IIA)	Install new concrete sidewalk, repair and replace cracked, uneven sidewalk, curb and gutter.	10/9/23	12/30/23	FDOT funded project.
6	Public Art: Island Walk South Plaza Mural	Paint mural or add installation to IWSP Wall next to GVP	12/1/23	2/1/24	This is NBV public art project #6.
7	Public Art: Vogel Park Photo Frame Sculpture	Have artist/sculptor create social media metal background to be installed at SW corner of Vogel	1/15/24	2/13/24	This is NBV public art project #7.
8	Public Art: Paint FPL Infrastructure Vault	Add mural to FPL vault in front of Civic Park. Sponsored by Comm. Cuk.	3/1/24	4/15/24	This is NBV public art project #8.
9	Inlet Filters (Phase I)	Installation of 45 upward flow customized stormwater drainage filters on existing inlets on NBI & TI	10/1/23	4/30/24	
10	Tree Planting at TIES (Phase II)	Planted 20 additional trees along TIES perimeter	4/15/24	4/30/24	
11	Street Signs	Replace all NBV street signs (i.e. County-designed signs) with custom NBV ones	5/17/24	5/31/24	
12	Villagewide Groundcover Plantings	Plant groundcover throughout HI bulbouts, TI bulbouts, and Hispanola and Adventure Ave medians	5/1/24	7/30/24	
13	Harbor Island Bench/Mural Project (Leo)	Add 1 bench to east of 360 and 1 to west; have muralist paint benches and concrete slabs beneath them	5/15/24	5/31/24	Sponsored by Comm. Daro and Cuk. This is public art project #9.

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (May 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $6,050.00 in Code Enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
202400025505 (oir-stvr).pdf
STVR Rpt May 2024.pdf
Code Monthly Report May-2024.pdf

NORTH BAY VILLAGE POLICE DEPARTMENT

INCIDENT REPORT
STVR Violation
Incident: 202400025505 - Case:

INCIDENT DATES/TIMES:

Reported Date/Time:	05/25/2024	1:06:34			
Dispatched Date/Time:	05/25/2024	1:06:57	**Completed Date/Time:**	05/25/2024	1:31:49
Enroute Date/Time:	05/25/2024	1:08:03	**Earliest Date/Time:**	05/25/2024	1:06:00
Arrival Date/Time:	05/25/2024	1:09:00	**Latest Date/Time:**	05/25/2024	1:31:00

INCIDENT LOCATION:

1480 S Treasure Dr North Bay Village FL 33141 Miami-Dade

OFFICERS ASSIGNED:

NBV222	00000292	Officer Livan Palacio
NBV220	00000258	Sergeant Manuel Casais

COMPLAINANT:

Name: Anonymous,
Address:
City/State: North Bay Village, FL 33141

OFFENSES:

IBR	*Offense - Description*	*Statute - Description*	*Degree*	*Class*	*Level*

PERSON(S) INVOLVED:

Type	*Name*	*DOB*	*Address*	*City/State/Zip*	*Phone*
	Unknown				

NO IMAGE
AVAILABLE

DOB:

NORTH BAY VILLAGE POLICE DEPARTMENT

INCIDENT REPORT
STVR Violation
Incident: 202400025505 - Case:

VEHICLE:

Plate #	*State*	*Type*	*VIN*	*Yr*	*Make*	*Model*	*Color*	*Value*

Date: Expire

VEHICLE - Continued:

Plate #	*State*	*Type*	*VIN*	*Year*	*Make-Model*	*Color*	*Value*

VESSEL INFORMATION (if any):

PROPERTY:

No.	*Loss Type*	*Qty..*	*Make/Model/Style*	*Description*	*Serial #*	*Value*	*Evd.*	*RecDate*	*Rec Val*
1									

SYNOPSIS:

Ref: loud party

BWC deployed. Made contact with guest at location. Report written. Email forwarded to Code Enforcement.

APPROVALS:

Function	*ID*	*Name*	*Date*	*Status*
Entered	00000292	Officer Livan Palacio	05/25/2024	4 - Submitted
Investigated				
Reviewed				

INCIDENT NARRATIVE

On May 25, 2024, at approximately [time], Cmdr. Casais, Cpl. Cherasia, and I were dispatched to 1480 South Treasure Drive in response to a loud noise complaint.

Upon arrival, I did not hear any noise coming from the house while standing on the sidewalk. I approached the front door and made contact with a male resident. Once he opened the door, loud music became audible.

I advised the male about the noise complaint and informed him of the local noise ordinance, stating that if we had to return, the owner of the house would receive a $250 fine. The male stated that they would lower the music. I then requested a form of identification for my report, but the male closed the door and refused to provide any identification, stating, "We do not want anything to do with the police."

Several attempts were made to contact the homeowner and/or property manager, all with negative results. An email detailing this incident was forwarded to code enforcement for further action.

No Further Information

On-scene Investigative Actions Taken
BWC

North Bay Village Police Department
North Bay Village Case: 202400025505
Saturday May 25, 2024
Ofc. L. Palacio– NBV 222 / Badge: 0292
Field Support Division (Road Patrol)

INCIDENT DAILY SUMMARY - ACTIVITY

Date 5/31/2024

Time 13:24:55

Report CFS11

Agency ALL

Dates 5/1/2024 **thru** 5/31/2024

Activity STVR Violation

Incident Nr	Case Nr	Unit	Officer	Date Report	Time Report	Time Comp	Activity	Complainant	Location	City	Dispostion
Agency P Police											
			Activity	STVRV		STVR Violation					
202400025505		NBV220 NBV221 NBV222	00000258 00000267 00000292	5/25/2024	1:06:34	01:31:57	STVR Violation	Anonymous	1480 S Treasure Dr	North Bay Villa	Off Incident I
STVR Violation		**Total**		1		**Activity Total Time (Minutes)**		25.38			
		Police **Total**		1		**Agency Total Time (Minutes)**		25.38			
		Grand Total		**1**		**Grand Total Time (Minutes)**		**25.38**			

	Code	Statistics	Nov-19	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7904 West Dr. #101	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #203	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #704	Operating/Advertising	Warning	11/2/2019		
7904 west Dr. #206	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #303	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #111	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. # 914	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. # 917	Operating/Advertising	Warning	11/2/2019		
7700 Miami View Dr.	Special Magistrate	SM Order	10/29/2019		$29,160.00
7939 East Dr. #15	Operating/BTR	Citation	11/4/2019		$1,100.00
7904 East Dr. #407	Operating/BTR	Citation	11/4/2018	$1,100.00	
7700 Beach View Dr.	Operating/noise	Citation	11/13/2019		$1,100.00
1365 Bay Ter.	Operating	Citation	11/13/2019		$1,000.00
7904 West Dr. #507	Operating/BTR	Citation	11/15/2019		$2,100.00
7525 W Treasure Dr.	Operating	Citation	11/18/2019		$1,100.00
7540 Mutiny Ave.	Operating	Citation	11/20/2019		$550.00
7904 West Dr. #916	Operating /BTR	Citation	11/22/2019		$1,100.00
				$1,100.00	$37,210.00

	Code	Statistics	Dec-19	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7904 West Dr. #216	Operating/Advertising	Citation	12/3/2019		$1,350.00
7904 West Dr. #1003	Operating/Advertising	Citation	11/29/2019		$1,100.00
7904 West Dr. #711	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #602	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #512	Operating/Advertising	Warning	12/5/2019		
7904 West Dr #115	Operating/Advertising	Warning	11/30/2019		
1830 S Treasure Dr. #211	Operating/Advertising	Citation	12/10/2019	$1,100.00	
7921 West Dr. #6	Operating/Advertising	Warning	11/25/2019		
7545 E Treasure Dr. #10H	Operating/Advertising	Warning	11/25/2019		
7501 E Treasure Dr. #6T	Operating/Advertising	Warning	11/25/2019		
7928 East Dr. #101	Operating/Advertising	Warning	11/25/2019		
7939 East Dr.#15	WWP	Citation	12/1/2019		$500.00
7545 E Treasure Dr. #6i	WWP	Citation	12/6/2019		$500.00
7545 W Treasure Dr.	Landscape	Citation	12/6/2019		$200.00
7904 West Dr. #515	WWP	Citation	12/9/2019		$500.00
7701 Beach View Dr.	Various	Citation	12/12/2019		$2,500.00
1625 Kennedy Cswy	MOT Permit	Citation	12/12/2019		$500.00

	Landscape	Citation	12/13/2019		$675.00
1665 Kennedy Cswy	Noise/Permit	Citation	12/27/2019		$400.00
7901 Hispanola Ave	Noise	Citation	12/27/2019		$300.00
1665 Kennedy Cswy	Noise	Citation	12/30/2019	$500.00	
				$1,600.00	$8,525.00

	Code	**Statistics**	**Jan-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1665 Kennedy Cswy	Noise/Permit	Citation	1/3/2020		$500.00
7940 West Dr.	Landscape	Citation	1/6/2020		$200.00
7900 Harbor Island #PH13	Operating/Advertising	Warning	1/6/2020		
7900 Harbor Island #PH17	Operating/Advertising	Warning	1/6/2020		
1865 Kennedy Cswy	WWP	Citation	1/9/2020	$500.00	
1401 Kennedy Cswy	WWP	Citation	1/4/2020	$200.00	
1401 Kennedy Cswy	WWP/Noise	Citation	1/11/2020	$500.00	
1550 S Treasure Dr.	WWP	Citation	1/11/2020	$200.00	
7904 West Dr. #1016	Special Magistrate	Order	1/13/2020		$2,000.00
1441 S Treasure Dr.	Special Magistrate	Order	1/16/2020		$400.00
1830 S Treasure Dr	Special Magistrate	Order	1/21/2020		$1,100.00
7509 Adventure Ave	Special Magistrate	Order	1/22/2020		$675.00
7711 Beach View Dr	WWP	Citation	1/23/2020		$500.00
7800 Beach View Dr	Trash	Citation	1/24/2020		$100.00
1865 Kennedy Cswy #3M	Noxious Odor	Citation	1/2/2020		$100.00
7504 Jewel Ave	WWP	Citation	1/2/2020		$500.00
1665 Kennedy Cswy	WWP	Citation	1/28/2020		$500.00
7904 West Dr. #115	Operating/Advertising	Citation	1/3/2020	$1,100.00	
7504 Adventure Ave	Operating/Advertising	Warning	1/6/2020		
1550 S Treasure Dr.	WWP	Citation	1/28/2020		$400.00
7900 Harbor Island #PH13	Operating/Advertising	Citation	1/23/2020	$2,100.00	
7900 Harbor Island #PH17	Operating/Advertising	Citation	1/23/2020	$2,100.00	
7920 East Drive	Minimum Housing	Warning	1/13/2020		
7401 Miami View Dr	Landscape	Warning	1/13/2020		
				$6,700.00	$6,975.00

	Code	**Statistics**	**Feb-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1401 Kennedy Cswy	WWP/Noise	Citation	2/3/2020		$700.00
1550 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00
7401 Beach View Dr	Derelict Trailer	Warning	2/7/2020		
7800 Hispanola Ave	WWP/Noise	Citation	2/5/2020		$700.00

7933 West Dr.	Building Parts	Warning	2/10/2020		
1865 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00
1665 Kennedy Cswy	Blocking ROW	Warning	2/12/2020		
7920 West Dr	Dead Storage	Warning	2/7/2020		
Jewel /S.Treasure Dr	Dead Storage	Warning	2/11/2020		
7531 Miami View Dr	WWP	Citation	1/29/2020	$500.00	
1665 Kennedy Cswy	Blocking ROW	Citation	2/14/2020	$50.00	
1872 Kennedy Cswy	WWP	Citation	2/14/2020	$500.00	
7701 Coquina Dr	Landscape	Citation	2/21/2020	$500.00	
7711 Beach View Dr.	Operating/Advertising	Citation	2/19/2020	$1,100.00	
1665 Kennedy Cswy	Blocking ROW	Citation	2/19/2020	$50.00	
7552 Mutiny Ave	WWP	Citation	2/20/2020	$500.00	
1886 Kennedy Cswy	BTR	Warning	2/14/2020		
1888 Kennedy Cswy	BTR/Single use	Warning	2/14/2020		
1880 Kennedy Cswy	BTR	Warning	2/14/2020		
7810 Center Bay Dr	Landscape	Warning	2/19/2020		
7525 Buccaneer Ave	Fence	Warning	2/24/2020		
Adventure/S.Treasure Dr	Dead Storage	Warning	2/18/2020		
Galleon/E.Treasure Dr	Dead Storage	Warning	2/5/2020		
7934 West Dr	Knox Box	Warning	2/17/2020		
1625 Kennedy Cswy	Knox Box	Warning	2/17/2020		
1865 Kennedy Cswy	WWP	Citation	2/15/2020	$500.00	
1872 Kennedy Cswy	Trash	Citation	2/17/2020	$200.00	
1666 Kennedy Cswy	Minimum Housing	Warning	2/7/2020		
7525 W Treasure Dr	Operating/Advertising	Citation	2/28/2020		$2,100.00
1624 Kennedy Cswy	BTR	Warning	2/26/2020		
1630 Kennedy Cswy	BTR	Warning	2/27/2020		
7601 E Treasure Dr #4	BTR	Warning	2/27/2020		
7601 E Treasure Dr #20	BTR	Warning	2/27/2020		
				$3,900.00	$4,500.00

	Code	**Statistics**	**Mar-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1520 S. Treasure Dr	WWP	Citation	2/29/2020	$200.00	
1520 S. Treasure Dr	Noise	Citation	2/29/2020	$200.00	
7537 W. Treasure Dr	Operating/Advertising	Citation	3/3/2020		$1,100.00
7920 East Dr #14	WWP	Citation	3/4/2020		$200.00
1872 Kennedy Cswy	WWP	Citation	3/9/2020		$500.00
1872 Kennedy Cswy	Trash	Citation	3/9/2020		$200.00
7904 West Dr #808	WWP	Citation	3/9/2020	$500.00	
7525 Buccaneer Ave	WWP	Citation	3/7/2020	$200.00	
7525 Buccaneer Ave	Noise	Citation	3/7/2020	$200.00	
7900 Harbor Island Dr#517	Operating/Advertising	Warning	3/10/2020		

7508 Jewel Ave	Operating/Advertising	Warning	3/10/2020		
7904 West Dr #808	WWP	Citation	3/10/2020		$500.00
1665 79th Street CSWY	Graffiti	Warning	3/11/2020		
1580 79th St CSWY	Graffiti	Warning	3/11/2020		
1600 79th St CSWY	Graffiti	Warning	3/11/2020		
7904 West Dr #206	Special Magistrate	Order	3/9/2020		$1,500.00
7601 E. Treasure Dr #25	BTR	Warning	3/10/2020		
7601 E Treasure Dr #10	Trash	Warning	3/11/2020		
7601 E. Treasure Dr	Dumpster Regulations	Warning	3/11/2020		
7904 West Dr #112	WWP	Citation	3/12/2020	$500.00	
7544 Mutiny Ave	Operating/Advertising	Warning	3/12/2020		
7830 Miami View Dr	Operating/Advertising	Warning	3/12/2020		
7904 West Dr #303	Operating/advertising	Citation	3/12/2020	$1,100.00	
1550 Kennedy Cswy	BTR	Warning	3/12/2020		
1555 N.Treasure Dr #311	Operating/Advertising	Warning	3/12/2020		
1850 S. Treasure Dr	WWP	Citation	3/14/2020	$200.00	
1850 S. Treasure Dr	Noise	Citation	3/14/2020	$200.00	
7610 Center Bay Dr	Operating/Advertising	Citation	3/17/2020	$1,000.00	
7610 Center Bay Dr	BTR	Citation	3/17/2020	$100.00	
7525 W. Treasure Dr	Operating/Advertising	Citation	3/17/2020	$2,000.00	
7525 W. Treasure Dr	BTR	Citation	3/17/2020	$100.00	
7529 Bounty Ave	Building Maintenance	Warning	3/18/2020		
7410 Beach View Dr	Landscape/Pool	Warning	3/18/2020		
1400 Kennedy Cswy	Trash/Signs	Warning	3/18/2020		
Utility Contractor	Obstructing ROW	Citation	3/18/2020	$50.00	
7904 West Drive #604	Special Magistrate	Order	3/24/2020		$2,000.00
7929 West Dr	Knox Box	Warning	3/19/2020		
1401 Kennedy Cswy	Noise	Citation	3/26/2020	$200.00	
7508 Jewel Ave	Operating/Advertising	Citation	3/27/2020	$1,100.00	
7508 Jewel Ave	Emergency Order	Citation	3/27/2020	$250.00	
7601 E Treasure Dr	Emergency Order	Warning	3/30/2020		
Various	Emergency Order	Advisory	Various		
				$8,100.00	$6,000.00

	Code	**Statistics**	**Apr-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7508 E Treasure Dr	Trash	Warning	4/1/2020		
7917 West Dr	Bulk Trash	Warning	4/1/2020		
1850 S Treasure Dr	Noise	Citation	4/3/2020	$200.00	
1555 N Treasure Dr	ROW Violation	Warning	4/1/2020		
1850 S Treasure Dr	WWP	Citation	4/3/2020	$200.00	
7610 Center Bay Dr	Operating/Advertising	Citation	4/6/2020		$1,000.00
7610 Center Bay Dr	BTR	Citation	4/6/2020		$100.00

7900 Harbor Island Dr #521	BTR	Warning	4/1/2020		
7524 W Treasure Dr	Special Magistrate	Order	4/1/2020		$1,550.00
7553 Bounty Ave	Trash	Warning	4/7/2020		
7925 West Dr	WWP	Citation	4/7/2020		$500.00
7925 West Dr	Seawall	Warning	4/7/2020		
7925 West Dr	WWP	Citation	4/10/2020		$500.00
1850 S Treasure Dr	Noise	Citation	4/6/2020		$200.00
1850 S Treasure Dr	WWP	Citation	4/6/2020		$200.00
7601 E Treasure Dr #2119	Emergency Order	Citation	4/15/2020	$250.00	
7508 Jewel Ave	Operating/Advertising	Citation	4/16/2020	$2,000.00	
7508 Jewel Ave	BTR	Citation	4/16/2020	$100.00	
7508 Jewel Ave	Emergency Order	Citation	4/16/2020	$250.00	
7904 West Dr #1003	Operating/Advertising	Citation	4/17/2020	$2,000.00	
7904 West Dr #1003	BTR	Citation	4/17/2020	$100.00	
7904 West Dr #1003	Emergency Order	Citation	4/17/2020	$250.00	
7904 West Dr #1005	Emergency Order	Citation	4/17/2020	$250.00	
7536 W Treasure Dr	WWP	Citation	4/17/2020	$500.00	
7904 West Dr #1005	Operating/Advertising	Warning	4/17/2020		
7904 West Dr	WWP	Citation	4/20/2020	$500.00	
7601 E Treasure Dr #CU19	Emergency Order	Citation	4/21/2020	$250.00	
7508 Jewel Ave	Various	Citation	4/23/2020		$1,350.00
7508 Jewel Ave	Various	Citation	4/23/2020		$2,350.00
1880 S Treasure Dr #3A	WWP	Citation	4/23/2020	$500.00	
1480 S Treasure Dr	Trash	Warning	4/24/2020		
7517 Buccaneer Ave	Noise	Citation	4/25/2020	$200.00	
1860 Kennedy Cswy	Trash	Citation	4/27/2020	$200.00	
7911/7913 West Dr	Trash	Warning	4/24/2020		
(15) Lien Searches					
				$7,750.00	$7,750.00

	Code	**Statistics**	**May-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7525 W Treasure Dr	Operating/Advertising	Citation	4/3/2020		$2,100.00
7937 West Drive #F	Minimum Housing	Warning	4/30/2020		
7937 West Drive #F	Minimum Housing	Citation	5/1/2020	$250.00	
7517 Buccaneer Ave	Noise	Citation	5/6/2020		$200.00
7904 West Dr #1005	Emergency Order	Citation	5/6/2020		$250.00
7700 Miami View Dr	WWP	Citation	5/8/2020	$500.00	
7400 Beach View Dr	Landscape	Warning	5/4/2020		
7524 W Treasure Dr	Landscape	Warning	5/6/2020		
7700 Miami View Dr	WWP	Citation	5/8/2020		$500.00
1365 Bay Terrace	Noise	Citation	5/9/2020	$100.00	
7517 Hispanola Ave	Graffiti/Maintenance	Warning	5/7/2020		
7904 West Dr #115	Operating/Advertising	Warning	5/8/2020		

7904 West Dr #205	Operating/Advertising	Warning	5/8/2020		
7731 Coquina Dr	Operating/Advertising	Warning	58/2020		
1601 Kennedy Cswy	Graffiti	Warning	5/8/2020		
7401 Miami View Dr	Landscape	Warning	5/9/2020		
7623 Beach View Dr	Trash/Recycling	Citation	5/9/2020		
1755 Kennedy Cswy	Graffiti/Trash	Warning	5/11/2020		
7934 West Dr #1005	Operating/Advertising	Warning	5/13/2020		
1640 N Treasure Drive	Operating/Advertising	Warning	5/13/2020		
1540 S Treasure Dr	Landscape	Warning	5/13/2020		
7553 Adventure Ave	Landscape	Warning	5/13/2020		
7536 W Treasure Dr	WWP	Citation	5/13/2020		$500.00
7711 Beach View Dr	Operating/Advertising	Citation	5/14/2020	$2,000.00	
7711 Beach View Dr	BTR	Citation	5/14/2020	$100.00	
1440 S Treasure Dr	Landscape	Warning	5/14/2020		
1881 Kennedy Cswy #706	Operating/Advertising	Warning	5/15/2020		
7557 Mutiny Ave	Operating/Advertising	Warning	5/15/2020		
7544 Adventure Ave	Operating/Advertising	Warning	5/16/2020		
7623 Beach View Dr	Trash	Citation	5/16/2020	$200.00	
7544 Adventure Ave	Property Maintenance	Warning	5/18/2020		
7926 East Drive	Noise	Citation	5/18/2020	$100.00	
7940 West Drive	Fence	Warning	5/20/2020		
1860 Kennedy Cswy	Trash	Citation	5/20/2020		$200.00
1401 Kennedy Cswy	WWP	Citation	5/22/2020	$500.00	
7904 West Drive #205	Operating/Advertising	Citation	5/23/2020	$1,000.00	
7904 West Drive #205	BTR	Citation	5/23/2020	$100.00	
1555 Kennedy Cswy	Fence	Warning	5/20/2020		
1555 Kennedy Cswy	Landscape ROW	Warning	5/22/2020		
1880 Kennedy Cswy	Trash	Warning	5/27/2020		
7556 W Treasure Dr	Expired Permits	Citation	5/27/2020	$500.00	
1550 S Treasure Dr	Noise/WWP	Citation	5/27/2020		$1,100.00
7501 Adventure Ave	Landscape ROW	Warning	5/28/2020		
7601 E Treasure Dr	Emergency Order	Citation	5/28/2020		$250.00
Lien Searches (14)					
				$5,350.00	$5,100.00

	Code	**Statistics**	**Jun-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7510 Coquina Dr	Noise	Warning	5/28/2020		
7556 W Treasure Dr	Expired Permit	Citation	5/29/2020		$500.00
7904 West Drive	WWP	Citation	5/29/2020		$500.00
1540 S Treasure Dr	Trash	Warning	6/1/2020		
1819 Kennedy Cswy	Emergency Order	Citation	6/1/2020		$250.00
7521 W Treasure Dr	Permit	Warning	6/3/2020		
1801 S Treasure Dr	Trash	Warning	6/2/2020		

1865 Kennedy Cswy #10D	Noxious Odor	Warning	6/2/2020		
1401 Kennedy Cswy	WWP	Citation	6/4/2020		$500.00
7517 Hispanola Ave	Graffiti	Warning	6/2/2020		
1555 N Treasure Dr	Trash	Warning	6/4/2020		
1872 Kennedy Cswy	Trash	Warning	6/2/2020		
1570 S Treasure Dr	Trash	Warning	6/6/2020		
1555 Kennedy Cswy	Landscape ROW	Warning	6/8/2020		
7711 Beachview Dr	Trash	Warning	6/9/2020		
1900 S Treasure Drive	Trash	Warning	6/9/2020		
7525 Cutlass Ave	Landscape	Warning	6/9/2020		
Vacant Coquina Lot	Landscape	Warning	6/9/2020		
1725 Kennedy Cswy	Prohibited Sign	Warning	6/11/2020		
7556 W Treasure Dr	Special Magistrate	Order	6/15/2020		$325.00
7556 W Treasure Dr	WWP	Citation	6/12/2020		$500.00
7720 Miami View	Noise	Warning	6/8/2020		
1450 S Treasure Dr	Landscape	Warning	6/15/2020		
7810 Center Bay Dr	Landscape	Warning	6/15/2020		
1830 S Treasure Dr	Trash	Warning	6/15/2020		
7731 Coquina Dr	Operating/Advertising	Citation	6/12/2020	$1,000.00	
7731 Coquina Dr	BTR	Citation	6/12/2020	$100.00	
7731 Coquina Dr	Emergency Order	Citation	6/12/2020	$250.00	
1865 Kennedy Cswy #4J	WWP	Citation	6/12/2020	$500.00	
7904 West Drive #115	Operating/Advertising	Citation	6/11/2020	$1,000.00	
7904 West Drive #115	BTR	Citation	6/11/2020	$100.00	
7904 West Drive #115	Emergency Order	Citation	6/11/2020	$250.00	
7410 Center Bay Dr	WWP	Citation	6/12/2020		$300.00
1830 S Treasure Dr	Bulk Trash	Warning	6/15/2020		
1450 S Treasure Dr	Trash	Warning	6/15/2020		
7536 Mutiny Ave	Trash/Recycling	Warning	6/16/2020		
Kennedy Cswy/Harbor	Prohibited Sign	Removed	6/18/2020		
7917 West Drive	Bulk Trash	Warning	6/22/2020		
1865 Kennedy Cswy #4J	WWP	Citation	6/22/2020		$500.00
1800 Kennedy Cswy #A201	Minimum Housing	Warning	6/25/2020		
7929 West Drive	Bulk Trash	Warning	6/25/2020		
7911/7913 West Dr	Trash	Warning	6/25/2020		
1400 Kennedy Cswy	Fence	Warning	6/25/2020		
7904 West Drive #1003	Operating/Advertising	Citation	6/23/2020		$2,100.00
7525 E Treasure Dr	Special Magistrate	Order	6/24/2020		$1,000.00
1801 S Treasure Dr #329	Trash/Littering	Citation	6/26/2020	$250.00	
7711 Beachview Dr	Landscape/Trash	Warning	6/29/2020		
7510 Coquina Dr	Landscape/Trash	Warning	6/29/2020		
7532 W Treasure Dr	Trash	Warning	6/30/2020		
Lien Searches (32)					
				$3,450.00	$6,475.00

	Code	Statistics	Jul-20	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Coquina Dr	Landscape	Warning	6/30/2020		
1900 E Treasure Dr #4C	Noise	Warning	6/30/2020		
East Drive	Vehicle Violation	Warning	7/1/2020		
7549 Bounty Ave	Landscape	Warning	7/2/2020		
7513 W Treasure Dr	Trash	Warning	7/2/2020		
7544 W Treasure Dr	Landscape	Warning	7/3/2020		
7505 Adventure Ave	Landscape	Warning	7/3/2020		
1620 N Treasure Dr	Landscape	Warning	7/3/2020		
7529 Hispanola Ave	Landscape	Warning	7/3/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
E Treasure Dr	Vehicle Violation	Warning	7/5/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
7517 Hispanola Ave	Special Magistrate	Order	7/6/2020		$20,000.00
7731 Coquina Dr	Operating/Advertising	Citation	7/6/2020		$1,000.00
7731 Coquina Dr	BTR	Citation	7/6/2020		$100.00
7731 Coquina Dr	Emergency Order	Citation	7/6/2020		$250.00
7918 West Drive	Trash	Warning	7/7/2020		
7810 Center Bay Dr	Landscape	Warning	7/7/2020		
7509 Adventure Ave	Blocking ROW	Warning	7/8/2020		
7904 West Dr #905	Special Magistrate	Order	7/7/2020		$2,175.00
1301 Bay Terrace	Bulk Trash	Warning	7/9/2020		
1365 Bay Terrace	Trash	Warning	7/9/2020		
8000 East Drive	WWP	Citation	7/10/2020	$500.00	
7904 West Drive #904	Emergency Order	Citation	7/11/2020	$250.00	
7904 West Drive #904	Operating/Advertising	Citation	7/11/2020	$2,000.00	
7904 West Drive #904	BTR	Citation	7/11/2020	$100.00	
7701 Beachview Dr	Emergency Order	Citation	7/11/2020	$250.00	
7548 W Treasure Dr	WWP	Citation	7/11/2020	$500.00	
1801 S Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Landscaping ROW	Warning	7/13/2020		
7911 East Drive	Derelict Vehicle	Warning	7/14/2020		
1872 Kennedy Causeway	Trash	Warning	7/15/2020		
1441 S Treasure Dr	Emergency Order	Citation	7/16/2020	$250.00	
Public Property	Derelict Vehicle	Warning	7/16/2020		
1450 S Treasure Dr	Operating/Advertising	Warning	7/18/2020		
1881 Kennedy Cswy #706	Operating/Advertising	Citation	7/18/2020	$1,000.00	
1881 Kennedy Cswy #706	BTR	Citation	7/18/2020	$100.00	
7934 West Drive #1005	Operating/Advertising	Citation	7/18/2020	$1,000.00	

7934 West Drive #1005	BTR	Citation	7/18/2020	$100.00	
1331 Bay Terrace	Special Magistrate	Order	7/20/2020		$2,500.00
1580 Kennedy Cswy	Landscape	Warning	7/21/2020		
7544 Mutiny Ave	Landscape	Warning	7/21/2020		
7801 Center Bay Dr	Open/Unsecured	Warning	7/27/2020		
7940 West Drive	Landscape	Warning	7/27/2020		
7931 East Drive	Derelict Vehicle	Warning	7/27/2020		
7931 East Drive	Vessel Violation	Warning	7/27/2020		
1860 S Treasure Dr	WWP	Citation	7/29/2020		$1,200.00
7801 Center Bay Dr	Open/Unsecured	Warning	7/29/2020		
7710 Coquina Dr	Bulk Trash	Warning	7/30/2020		
8000 East Drive	WWP	Citation	7/30/2020		$500.00
Various Locations	Weather Advisory	Warning	7/31/2020		
(27) Lien Searches					
				$6,050.00	$27,725.00

	Code	**Statistics**	**Aug-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1872 Kennedy Cswy	Bulk Trash	Warning	8/3/2020		
1725 Kennedy Cswy	Trash/Sign	Warning	8/3/2020		
7904 West Drive	Bulk Trash	Warning	8/3/2020		
1555 Kennedy Cswy	Sign	Warning	8/3/2020		
7711 Beachview Dr	WWP/Filming	Citation	8/3/2020	$500.00	
1666 Kennedy Cswy #610	WWP	Citation	8/4/2020	$500.00	
7540 Mutiny Ave	Bulk Trash	Warning	8/5/2020		
Adventure Ave/AtlanticBB	Blocking ROW	Warning	8/5/2020		
1801 S Treasure Dr #329	Littering	Warning	8/5/2020		
7556 W Treasure Dr	WWP	Citation	8/6/2020	$500.00	
1801 S Treasure Dr #329	Littering	Warning	8/6/2020		
1666 Kennedy Cswy #610	WWP	Citation	8/6/2020		$500.00
7711 Beachview Dr	Property Maintenance	Warning	8/6/2020		
1801 S Treasure Dr	Trash	Warning	8/10/2020		
7553 Cutlass Ave	Bulk Trash	Warning	8/10/2020		
7501 Adventure Ave	Landscaping / Sidewalk	Warning	8/11/2020		
Bounty / N Treasure Dr	Derelict Vehicle	Warning	8/11/2020		
7934 West Drive	Property Maintenance	Warning	8/11/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/12/2020		
7721 Beachview Dr	Bulk Trash	Warning	8/12/2020		
1820 E Treasure Dr #306A	WWP	Citation	8/13/2020	$500.00	
Galleon Street	Derelict Vehicle	Warning	8/13/2020		
7544 Adventure Ave	Derelict Vehicles	Warning	8/13/2020		
1441 S Treasure Dr	Emergency Order	Citation	8/14/2020	$250.00	
1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	

1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	
1801 S Treasure Dr #329	Littering	Citation	8/19/2020		$250.00
1681 Kennedy Causeway	Blocking ROW	Citation	8/19/2020	$200.00	
7556 W Treasure Dr	WWP	Citation	8/19/2020		$500.00
7910 Harbor Island #1111	Minimum Housing	Warning	8/15/2020		
7511 Center Bay Dr	Landscaping	Warning	8/15/2020		
7517 Adventure Ave	Noise	Citation	8/15/2020	$200.00	
1860 S Treasure Drive	WWP	Citation	8/21/2020		$900.00
7904 West Drive #404	Emergency Order	Citation	8/19/2020	$250.00	
7920 East Drive #16	WWP	Citation	8/20/2020	$500.00	
7501 E Treasure Drive	Noise	Warning	8/20/2020		
7904 West Drive #404	Property Maintenance	Warning	8/20/2020		
7904 West Drive #CU-12	BTR	Warning	8/20/2020		
Various Locations	Weather Advisory	Warning	8/21/2020		
7920 West Drive	Bulk Trash	Warning	8/18/2020		
7548 W Treasure Dr	Noise	Warning	8/19/2020		
N Treasure Dr & Adventure	Prohibited Sign	Removed	8/20/2020		
7821 Coquina Dr	WWP	Warning	8/20/2020		
7801 Miami View Dr	Special Magistrate	Order	8/26/2020		$1,200.00
1820 E Treasure Dr #306A	WWP	Citation	8/27/2020		$500.00
7917 West Drive	Trash	Warning	8/26/2020		
7552 Adventure Ave	Bulk Trash	Warning	8/25/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/26/2020		
7537 Adventure Ave	Bulk Trash	Warning	8/26/2020		
(28) Lien Searches					
				$3,800.00	$3,850.00

	Code	**Statistics**	**Sep-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1441 S treasure Dr	Trash Cans	Citation	8/29/2020	$50.00	
1441 S treasure Dr	Landscaping	Warning	8/29/2020		
7904 West Drive #708	Operating/Advertising	Warning	8/29/2020		
7720 Center Bay Dr	Operating/Advertising	Warning	8/29/2020		
7801 Center Bay Dr	Trash	Warning	9/1/2020		
7904 West Drive #214	Special Magistrate	Order	9/2/2020		$4,500.00
7801 Beachview Dr	Landscaping	Warning	9/3/2020		
7904 West Drive #602	Special Magistrate	Order	9/3/2020		$3,000.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
7917 Adventure Ave	Noise	Warning	9/2/2020		
8020 East Drive #215	WWP	Citation	9/4/2020	$500.00	
7821 Beachview Dr	Noise	Citation	9/5/2020	$200.00	
7525 Buccaneer Ave	Noise	Warning	9/5/2020		

1881 Kennedy Cswy	Noise	Citation	9/5/2020	$200.00	
7904 West Drive #810	Operating/Advertising	Citation	9/5/2020	$1,000.00	
7904 West Drive #810	BTR	Citation	9/5/2020	$100.00	
7920 East Drive #16	WWP	Citation	9/8/2020		$500.00
7530 Miamiview Dr	Trash	Warning	9/8/2020		
1701 N Treasure Dr #6	Landscaping	Warning	9/8/2020		
1365 Bay Terrace	Special Magistrate	Order	9/10/2020		$7,000.00
1865 Kennedy Cswy #6k	WWP	Citation	9/10/2020	$500.00	
1441 S treasure Dr	Landscaping	Citation	9/12/2020	$200.00	
7904 West Drive #512	Special Magistrate	Order	9/11/2020		$3,500.00
7623 Beachview Drive	Emergency Order	Citation	9/14/2020	$250.00	
7421 Coquina Drive	Bulk trash	Warning	9/14/2020		
1701 S Treasure Drive	Bulk trash	Warning	9/14/2020		
Folio # 23-3209-014-0190	Trash	Warning	9/14/2020		
7623 Beachview Drive	Emergency Order	Citation	9/15/2020	$250.00	
1700 Kennedy Cswy #110	BTR	Warning	9/12/2020		
1872 Kennedy Cswy	WWP	Citation	9/16/2020		$500.00
7421 Center Bay Dr	Noise	Warning	9/12/2020		
1900 S Treasure Dr	Noise	Warning	9/18/2020		
7508 Bounty Ave	Landscaping	Warning	9/19/2020		
1701 N Treasure Dr #6	Landscaping	Citation	9/19/2020	$200.00	
7508 Adventure Ave	Landscaping	Warning	9/19/2020		
1666 Kennedy Cswy	Noise	Citation	9/19/2020	$200.00	
1666 Kennedy Cswy	WWP	Citation	9/19/2020	$500.00	
7553 Adventure Ave	Bulk trash	Warning	9/21/2020		
8000 West Drive	Bulk trash	Warning	9/21/2020		
7623 Beachview Drive	Trash	Citation	9/17/2020		$200.00
7540 W Treasure Dr	Trash/Debris	Warning	9/22/2020		
1865 Kennedy Cswy #PHN	Special Magistrate	Order	9/24/2020		$3,000.00
7937 West Drive	Minimum Housing	Citation	9/23/2020		$250.00
1881 Kennedy Cswy	Noise	Citation	9/21/2020		$200.00
7904 West Drive #CU12	BTR	Citation	9/24/2020	$100.00	
1900 S Treasure Dr	Illicit Discharge	Citation	9/25/2020	$200.00	
1900 S Treasure Dr	Illicit Discharge	Citation	9/25/2020	$200.00	
7544 W Treasure Dr	WWP	Citation	9/25/2020	$500.00	
1441 S treasure Dr	Emergency Order	Citation	9/25/2020	$250.00	
7720 Miami View Dr	WWP	Citation	9/26/2020	$500.00	
7623 Beachview Drive	Emergency Order	Citation	9/24/2020	$250.00	
7623 Beachview Drive	Emergency Order	Citation	9/24/2020		$250.00
7525 Buccaneer Ave	Noise	Citation	9/29/2020		$200.00
1520 S Treasure Drive	Noise	Citation	9/29/2020		$200.00
(53) Lien Searches					
				$6,150.00	$23,700.00

	Code	Statistics	Oct-20	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7623 Beachview Dr	WWP	Citation	10/3/2020	$500.00	
7701 Beachview Dr	Emergency Order	Citation	10/1/2020		$250.00
7623 Beachview Dr	Noise	Citation	10/3/2020	$200.00	
7918 West Drive	Fence	Warning	10/3/2020		
7545 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	WWP	Citation	10/3/2020	$500.00	
7544 Adventure Ave	Derelict Vehicle	Warning	10/5/2020		
1750 S Treasure Dr	WWP	Citation	10/5/2020	$500.00	
7536 W Treasure Dr	WWP	Citation	10/6/2020	$500.00	
7536 W Treasure Dr	Operating/Advertising	Warning	10/6/2020		
7623 Beachview Dr	Emergency Order	Citation	10/6/2020		$250.00
7904 West Drive #810	Special Magistrate	Order	10/7/2020		$587.00
7541 Cutlass Ave	WWP	Citation	10/7/2020	$500.00	
1550 Kennedy Cswy	Special Magistrate	Order	10/7/2020		$5,525.00
7623 Beachview Dr	WWP	Citation	10/8/2020	$500.00	
7532 Buccaneer Ave	Blocking ROW	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Warning	10/9/2020		
7800 Beachview Dr	Trash Cans	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Citation	10/10/2020	$200.00	
7904 West Drive #614	WWP	Citation	10/10/2020	$500.00	
7810 Coquina Dr	WWP	Citation	10/10/2020	$500.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7810 Coquina Dr	Landscape	Warning	10/8/2020		
7504 Buccaneer Ave	Noise	Citation	10/10/2020	$100.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7623 Beachview Dr	Noise	Citation	10/12/2020		$200.00
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7904 West Drive #CU12	WWP	Citation	10/14/2020	$500.00	
7810 Beachview Dr	Operating/Advertising	Warning	10/13/2020		
7504 Buccaneer Ave	Noise	Citation	10/14/2020		$100.00
1580 Kennedy Cswy	40 Year	Citation	10/15/2020	$500.00	
7505 W Treasure Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/16/2020	$200.00	
7510 Coquina Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/17/2020	$200.00	
1440 S Treasure Dr	Noise	Warning	10/17/2020		
7810 Coquina Dr	WWP	Citation	10/19/2020		$500.00
1770 Kennedy Cswy #303	WWP	Citation	10/19/2020	$500.00	
7904 West Drive #515	Special Magistrate	Order	10/16/2020		$3,000.00

7541 Cutlass Ave	WWP	Citation	10/20/2020		$500.00
7504 Buccaneer Ave	Noise	Citation	10/20/2020		$250.00
1801 S Treasure Dr	Landscape ROW	Warning	10/20/2020		
1657 N Treasure Dr	Landscape ROW	Warning	10/21/2020		
7517 Adventure Ave	Landscape ROW	Warning	10/21/2020		
1620 N Treasure Dr	Landscape ROW	Warning	10/22/2020		
7537 W Treasure Dr	Landscape ROW	Warning	10/22/2020		
1580 Kennedy Cswy	40 Year	Citation	10/23/2020		$500.00
7552 Mutiny Ave	Special Magistrate	Order	10/26/2020		$3,000.00
7510 Center Bay	Trash/Landscape	Warning	10/26/2020		
7512 Adventure/TECO	WWP	Citation	10/26/2020	$500.00	
7541 Bounty Ave	WWP	Citation	10/26/2020		$500.00
Hispanola/N Treasure	Derelict Vehicle	Warning	10/27/2020		
1801 S Treasure Dr	Bulk Trash	Warning	10/29/2020		
7524 W Treasure Dr	Fence	Warning	10/29/2020		
1630 S Treasure Dr	Landscape	Warning	10/31/2020		
7532 Hispanola Ave	Landscape	Warning	10/31/2020		
7505 Cutlass Ave	Landscape	Warning	10/31/2020		
(37) Lien Searches					
				$8,100.00	$16,162.00

	Code	**Statistics**	**Nov-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7544 W Treasure Dr	Bulk Trash	Warning	11/2/2020		
1750 S Treasure Dr	WWP	Citation	10/10/2020		$500.00
7800 Beachview Dr	Noise	Citation	10/21/2020		$100.00
7536 W Treasure Dr	WWP	Citation	10/19/2020		$500.00
7623 Miamiview Dr	WWP	Citation	10/30/2020		$500.00
7501 Miamiview Dr	Building Violation	Warning	11/2/2020		
7811 Miamiview Dr	Building/Various	Warning	11/2/2020		
7801 Centerbay Dr	Open/Unsecure	Warning	11/2/2020		
7711 Beachview Dr	Noise	Warning	11/2/2020		
7810 Beachview Dr	Operating/Advertising	Citation	11/3/2020	$1,000.00	
7810 Beachview Dr	BTR	Citation	11/3/2020	$100.00	
1570 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1872 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1888 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1524 Kennedy Cswy	Single-Use	Warning	11/4/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1725 Kennedy Cswy	Prohibited signs	Warning	11/5/2020		
1601 Kennedy Cswy	Prohibited signs	Warning	11/6/2020		

1830 S Treasure Dr	WWP	Citation	11/7/2020	$500.00	
1650 S Treasure Dr	Vessel violation	Warning	11/10/2020		
7505 Bounty Ave	Trash	Warning	11/10/2020		
1801 S Treasure Dr	Trash	Warning	11/10/2020		
7934 West Drive	Bulk trash	Warning	11/11/2020		
1600 Kennedy Cswy	Property Maintenance	Warning	11/11/2020		
1735 N Treasure Dr	Blocking ROW	Warning	11/11/2020		
1755 Kennedy Cswy	Prohibited signs	Warning	11/11/2020		
7553 Bounty Ave	Storage	Warning	11/11/2020		
7540 W Treasure Dr	Fence	Warning	11/12/2020		
7540 W Treasure Dr	Landscape	Warning	11/12/2020		
1801 S Treasure Dr	Property Maintenance	Warning	11/12/2020		
7524 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7520 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7904 West Drive #216	Special Magistrate	Order	11/13/2020		$2,425.00
7520 West Drive	Illicit Discharge	Reported	11/13/2020		
1508 Kennedy Cswy	Prohibited signs	Warning	11/17/2020		
7600 Miamiview Dr	Bulk Trash	Warning	11/18/2020		
7501 E Treasure Dr	Trash	Warning	11/19/2020		
7508 Mutiny Ave	Vessel violation	Warning	11/17/2020		
1770 Kennedy Cswy #D303	WWP	Citation	11/17/2020		$500.00
1365 Bay Terrace	Trash	Warning	11/23/2020		
Adventure & NTD	Trash	Warning	11/22/2020		
1600 Kennedy Cswy	Shopping cart	Warning	11/22/2020		
1365 Bay Terrace	Blocking ROW	Warning	11/24/2020		
7910 West Drive	Minimum Housing	Warning	11/30/2020		
1801 S Treasure Dr	Bulk trash	Warning	11/30/2020		
7505 Bounty Ave	WWP	Citation	11/30/2020	$500.00	
(21) Lien Searches					
				$2,100.00	$4,525.00

	Code	**Statistics**	**Dec-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Miamiview Dr	WWP	Citation	10/23/2020		$500.00
7544 W Treasure Dr	WWP	Citation	11/18/2020		$500.00
Various Locations (TECO)	WWP	Citation	12/1/2020		$500.00
7600 Beachview Dr	Landscape	Warning	12/1/2020		
7510 Coquina Dr	Landscape	Warning	12/1/2020		
7431 Coquina Dr	Landscape/House #'s	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Warning	12/1/2020		
7545 Cutlass Ave	Trash Cans	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Citation	12/2/2020	$200.00	

1365 Bay Terrace	WWP	Citation	12/3/2020	$500.00	
7528 Hispanola Ave	Operating/Advertising	Warning	12/4/2020		
7540 W Treasure Dr	Stagnant water	Warning	12/4/2020		
1801 S Treasure Dr	Bulk Trash	Warning	12/8/2020		
1580 Kennedy Cswy	WWP	Citation	12/8/2020	$500.00	
1820 S Treasure Dr #406	WWP	Citation	12/8/2020	$500.00	
7510 Coquina Dr	WWP	Citation	12/9/2020		$500.00
1580 Kennedy Cswy	WWP	Citation	12/10/2020		$500.00
7910 West Drive	Minimum Housing	Warning	12/7/2020		
7925 West Drive	Property Maintenance	Warning	12/7/2020		
7800 Beachview Dr	Trash Cans	Citation	12/16/2020		$200.00
1400 Kennedy Cswy	Prohibited Signs	Removed	12/14/2020		
1555 N Treasure Dr	WWP	Citation	12/15/2020	$500.00	
1900 S Treasure Drive	Light Pole Damaged	Reported	12/15/2020		
1900 S Treasure Drive #4C	Noise	Warning	12/16/2020		
7505 Bounty Ave	WWP	Citation	12/17/2020		$500.00
1900 S Treasure Dr #4C	Noise	Warning	12/19/2020		
7904 West Drive #101	Special Magistrate	Order	12/18/2020		$1,500.00
Mutiny/S Treasure Drive	Derelict Vehicle	Warning	12/16/2020		
7900 HarborIsland Dr #PH17	Special Magistrate	Order	12/11/2020		$100.00
7533 Bounty Ave	WWP	Citation	12/23/2020	$500.00	
Bounty Avenue	Derelict Vehicle	Warning	12/23/2020		
1670 S Treasure Dr	Bulk Trash	Warning	12/23/2020		
7810 Center Bay Dr	Noise	Warning	12/26/2020		
7711 Miamiview Dr	Noise	Warning	12/26/2020		
Buccaneer/S Treasure Dr	Derelict Vehicle	Warning	12/28/2020		
1820 S Treasure Dr #406	WWP	Citation	12/28/2020		$500.00
7505 Cutlass Ave	WWP	Citation	12/30/2020	$500.00	
7548 W Treasure Dr	Special Magistrate	Order	12/30/2020		$5,585.00
(48) Lien Searches					
				$3,200.00	$10,885.00

	Code	**Statistics**	**Jan-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7410 Miamiview Dr	Property Maintenance	Warning	1/4/2021		
1880 Kennedy Cswy / FPL	Property Maintenance	Warning	1/4/2021		
1365 Bay Terrace	Derelict Trailer	Warning	1/4/2021		
1735 N Treasure Drive	Property Maintenance	Warning	1/5/2021		
7917 West Drive	Bulk Trash	Warning	1/5/2021		
7925 West Drive	Bulk Trash	Warning	1/5/2021		
7505 Mutiny Ave	WWP	Citation	1/8/2021	$500.00	
1735 N Treasure Drive	Noise	Citation	1/9/2021	$200.00	
7533 Bounty Ave	WWP	Citation	1/11/2021		$500.00

Jewel / S Treasure Drive	Derelict Vehicle	Warning	1/11/2021		
1735 N Treasure Drive	Noise	Citation	1/12/2021		$200.00
7501 Adventure Ave	Landscape / ROW	Warning	1/12/2021		
7544 Buccaneer Ave	WWP	Citation	1/13/2021	$500.00	
7520 W Treasure Drive	Noise	Citation	1/13/2021	$200.00	
7710 Beachview Drive	WWP	Citation	1/13/2021	$500.00	
7544 Buccaneer Ave	WWP	Citation	1/14/2021		$500.00
1401 Kennedy Cswy	Property Maintenance	Warning	1/14/2021		
7821 Beachview Drive	Noise	Citation	1/16/2021	$200.00	
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/20/2021		
7520 W Treasure Drive	Noise	Citation	1/20/2021		$200.00
7711 Beachview Drive	Special Magistrate	Order	1/20/2021		$2,175.00
Harbor Island ROW	Commercial Vehicle	Citation	1/20/2021		$100.00
7900 HarborIsland Dr #1123	Noise	Citation	1/20/2021		$100.00
7505 W Treasure Drive	WWP	Citation	1/20/2021		$500.00
7601 E Treasure Dr #1512	WWP	Citation	1/22/2021	$500.00	
7623 Beachview Drive	Noise	Citation	1/23/2021	$200.00	
1359 Bay Terrace	Noise	Citation	1/23/2021	$200.00	
1441 S Treasure Dr	Special Magistrate	Order	1/22/2021		$500.00
1865 Kennedy Cswy #3M	Noise	Warning	1/21/2021		
7556 W Treasure Dr	Noise	Citation	1/25/2021	$200.00	
7556 W Treasure Dr	Operating/Advertising	Warning	1/25/2021		
7545 Bounty Ave	Dead Storage	Warning	1/26/2021		
Cutlass / S Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Hispanola / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
1480 S Treasure Drive	Landscape	Warning	1/29/2021		
7505 W Treasure Drive	Trash/Debris	Warning	1/28/2021		
7505 Buccaneer Ave	Bulk Trash	Warning	1/29/2021		
7509 Adventure Ave	Noise	Citation	1/30/2021	$200.00	
(38) Lien Searches					
				$3,400.00	$4,775.00

	Code	**Statistics**	**Feb-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7549 Adventure Ave	WWP	Citation	2/1/2021	$500.00	
7801 Center Bay Drive	Landscape/Trash	Warning	2/1/2021		
7918 West Drive	Fence	Warning	2/1/2021		
7510 Center Bay Drive	Fence	Warning	2/1/2021		
7810 Coquina Drive	Special Magistrate	Order	2/1/2021		$3,000.00
7505 Mutiny Ave	WWP	Citation	2/2/2021		$500.00
1440 S Treasure Drive	WWP	Citation	2/2/2021	$500.00	

7900 HarborIsland Dr #PH17	Special Magistrate	Order	2/2/2021		$1,400.00
7560 W Treasure Drive	Property Maintenance	Warning	2/2/2021		
7549 Adventure Ave	WWP	Citation	2/2/2021		$500.00
7904 West Drive #CU12	Special Magistrate	Order	2/2/2021		$670.00
7939 East Drive	Property Maintenance	Warning	2/3/2021		
7710 Beachview Drive	WWP	Citation	2/4/2021		$500.00
Adventure / S Treasure Dr	Prohibited sign	Removed	2/3/2021		
7556 W Treasure Drive	Noise	Citation	2/8/2021		$200.00
7509 Adventure Ave	Noise	Citation	2/8/2021		$200.00
S Treasure Dr / Buccaneer	Commercial Vehicle	Warning	2/9/2021		
1600 Kennedy Causeway	Dumpster Enclosure	Warning	2/10/2021		
7915 East Drive (ROW)	Derelict Vehicle	Warning	2/11/2021		
7536 Bounty Ave	Bulk Trash	Warning	2/11/2021		
7623 Beachview Drive	Noise	Citation	2/12/2021		$200.00
1872 Kennedy Cswy	Special Magistrate	Order	2/12/2021		$3,000.00
79 Street Pkwy (ROW)	WWP	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7926 East Drive	Operating/Advertising	Warning	2/15/2021		
7935 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7920 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7540 W Treasure Drive	Landscape	Warning	2/16/2021		
7421 Miamiview Drive	Obstructing ROW	Warning	2/16/2021		
7701 Beachview Drive	Trash	Warning	2/16/2021		
1480 S Treasure Drive	Landscape	Citation	2/17/2021	$200.00	
7524 W Treasure Drive	Open / Unsecure	Warning	2/18/2021		
7505 Adventure Ave	Trash	Warning	2/18/2021		
7601 E Treasure Drive	Property Maintenance	Warning	2/18/2021		
7525 E treasure Dr #614	Noxious Odor	Warning	2/20/2021		
7601 E Treasure Drive	Noise	Warning	2/19/2021		
7601 E Treasure Dr #403	Noise	Warning	2/22/2021		
7904 West Drive #512	WWP	Citation	2/23/2021	$500.00	
1359 Bay Terrace	Noise	Citation	2/23/2021		$200.00
7700 Beachview Drive	Bulk trash	Warning	2/24/2021		
7524 Buccaneer Ave	WWP	Citation	2/25/2021	$500.00	
1400 Kennedy Cswy	Noise	Citation	2/27/2021	$200.00	
(42) Lien Searches					
				$2,400.00	$10,370.00

	Code	**Statistics**	**Mar-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7521 Buccaneer Ave	Blocking ROW	Warning	3/1/2021		

7540 Bounty Ave	Property Maintenance	Warning	3/1/2021		
7600 Beachview Drive	Landscape	Warning	3/1/2021		
1440 S Treasure Drive	WWP	Citation	3/1/2021		$500.00
1665 Kennedy Cswy	Trash	Warning	3/2/2021		
1900 S Treasure Drive	Trash	Citation	3/2/2021	$200.00	
7924 East Drive #203	Animal Violations	Warning	3/2/2021		
7524 Buccaneer Ave	WWP	Citation	3/2/2021		$500.00
7810 Beachview Drive	Special Magistrate	Order	3/3/2021		$587.50
7501 Center Bay Drive	Trash	Warning	3/4/2021		
7510 Coquina Drive	Landscape/Trash	Warning	3/4/2021		
7811 Miamiview Drive	Expired Permits	Citation	3/4/2021	$500.00	
7811 Miamiview Drive	Shutters	Citation	3/4/2021	$250.00	
7540 E Treasure Drive	Noise	Warning	3/5/2021		
7500 Center Bay Drive	Noise	Warning	3/6/2021		
7552 Adventure Ave	Blocking ROW	Warning	3/8/2021		
7623 Beachview Drive	Trash	Warning	3/8/2021		
7520 Miami view Drive	WWP	Citation	3/8/2021	$500.00	
7510 Coquina Drive	Landscape	Citation	3/9/2021	$200.00	
7505 Bounty Ave	Landscape	Warning	3/9/2021		
7553 Bounty Ave	Landscape/Trash/BTR	Warning	3/9/2021		
7520 Miamiview Drive	WWP	Citation	3/10/2021		$500.00
7904 West Drive #512	WWP	Citation	3/10/2021		$500.00
N Treasure Dr. / Buccaneer	Derelict Vehicle	Warning	3/11/2021		
7525 Buccaneer Ave	Bulk Trash	Warning	3/12/2021		
7540 W Treasure Drive	Noise	Citation	3/13/2021	$200.00	
7516 W Treasure Drive	WWP	Citation	3/13/2021	$500.00	
7611 Coquina Drive	Noise	Citation	3/13/2021	$200.00	
7520 Miami view Drive	Noise	Warning	3/13/2021		
7541 W treasure Drive	Noise	Warning	3/15/2021		
1441 S Treasure Drive	Special Magistrate	Order	3/15/2021		$1,200.00
7505 Mutiny Ave	Special Magistrate	Order	3/15/2021		$1,000.00
1900 S Treasure Drive (lot)	Trash	Warning	3/15/2021		
1620 N Treasure Drive	lk Trash/Property Maintenar	Warning	3/15/2021		
7501 E Treasure Drive #7A	Minimum Housing	Warning	3/15/2021		
1400 Kennedy Cswy	Noise	Citation	3/15/2021		$200.00
1601 Kennedy Cswy	Various	Warning	3/16/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/17/2021	$1,000.00	
7532 Hispanola Ave	BTR	Citation	3/17/2021	$100.00	
7601 E Treasure Drive	Trash	Warning	3/17/2021		
7904 West Drive #614	WWP	Citation	3/18/2021		$500.00
7401 Beachview Drive	Trash	Warning	3/18/2021		
23-3209-008-1210	Special Magistrate	Order	3/18/2021		$7,000.00
7505 Adventure Ave	Operating/Advertising	Warning	3/18/2021		
7536 W Treasure Drive	Special Magistrate	Order	3/19/2021		$3,000.00
1880 Kennedy Cswy	BTR	Warning	3/20/2021		
1440 S Treasure Drive	Landscape	Warning	3/20/2021		

7537 Adventure Ave	WWP	Citation	3/20/2021	$500.00	
7921 West Drive	Property Maintenance	Warning	3/22/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/22/2021		$1,000.00
7532 Hispanola Ave	BTR	Citation	3/22/2021		$100.00
1555 N Treasure Drive	Special Magistrate	Order	3/22/2021		$1,500.00
1801 S Treasure Drive	Blocking ROW	Warning	3/23/2021		
7510 Coquina Drive	Special Magistrate	Order	3/23/2021		$4,400.00
7548 Hispanola Ave	Trash	Warning	3/24/2021		
1900 S Treasure Drive	Trash	Citation	3/25/2021		$200.00
7516 W Treasure Drive	WWP	Citation	3/25/2021		$500.00
7611 Coquina Drive	Noise	Citation	3/26/2021		$200.00
7621 Beachview Drive	Noise	Citation	3/26/2021		$200.00
1600 Kennedy Cswy	Trash	Warning	3/26/2021		
7720 Center Bay Drive	Trash Cans	Warning	3/26/2021		
1500 N Treasure Drive	Noise	Warning	3/27/2021		
7552 Adventure Ave	WWP	Citation	3/27/2021	$500.00	
7920 E Treasure Drive	Special Magistrate	Order	3/29/2021		$1,500.00
1600 Kennedy Cswy	Trash	Warning	3/29/2021		
7510 Coquina Drive	Bulk Trash	Warning	3/30/2021		
(41) Lien Searches					
				$4,650.00	$25,087.50

	Code	**Statistics**	**Apr-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7601 E Treasure Drive	Bulk Trash	Warning	4/1/2021		
7501 E Treasure Drive	Bulk Trash	Warning	4/5/2021		
7510 Center Bay Drive	Landscape	Citation	4/5/2021	$200.00	
7810 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7810 Miami View Drive	BTR	Citation	4/5/2021	$100.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7830 Miamiview Drive	BTR	Citation	4/5/2021	$100.00	
7504 W Treasure Drive	Operating/Advertising	Warning	4/5/2021		
7536 W Treasure Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7536 W Treasure Drive	BTR	Citation	4/5/2021	$100.00	
7922 East Drive	Open & Unsecured	Warning	4/6/2021		
7540 W Treasure Drive	Noise	Citation	4/6/2021		$200.00
1830 S Treasure Drive	Special Magistrate	Order	4/6/2021		$650.00
7505 W Treasure Drive	Special Magistrate	Order	4/6/2021		$4,000.00
7508 Adventure Ave	Landscape	Warning	4/8/2021		
7501 Adventure Ave	Landscape	Warning	4/8/2021		
7548 Adventure Ave	WWP	Citation	4/8/2021	$500.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/9/2021		$1,100.00
7532 Hispanola Ave	WWP	Citation	4/8/2021	$500.00	

7510 Coquina Drive	Property Maintenance	Warning	4/8/2021		
7904 West Drive #112	Operating/Advertising	Citation	4/9/2021	$1,000.00	
7904 West Drive #112	BTR	Citation	4/9/2021	$100.00	
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7537 Adventure Ave	WWP	Citation	4/13/2021		$500.00
7601 E Treasure Drive 1205	Noise	Citation	4/13/2021		$100.00
7720 Center Bay Drive	Trash Cans	Warning	4/13/2021		
A.D. Lawn Service	Bulk Trash	Warning	4/14/2021		
7801 Center Bay Drive	Noise	Warning	4/15/2021		
7810 Miami View Drive	Operating/Advertising	Citation	4/16/2021		$1,100.00
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7508 Adventure Ave	Landscape	Citation	4/19/2021	$200.00	
7504 Adventure Ave	Landscape / ROW	Warning	4/19/2021		
7501 Adventure Ave	Landscape	Warning	4/19/2021		
7601 E Treasure Drive 1512	WWP	Citation	4/19/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/21/2021	$500.00	
23-3209-008-0200	WWP	Citation	4/21/2021		$500.00
7811 Miami View Drive	Trash Cans	Warning	4/21/2021		
7530 Miami View Drive	Landscape	Warning	4/22/2021		
7500 Center Bay Drive	Landscape	Warning	4/22/2021		
7505 Cutlass Ave	Pool Violation	Warning	4/22/2021		
7505 Cutlass Ave	WWP	Citation	4/22/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/22/2021		$500.00
7552 Mutiny Ave	Noise	Warning	4/24/2021		
1750 S Treasure Drive	WWP	Citation	4/24/2021	$500.00	
1555 N Treasure Drive	Blocking ROW	Warning	4/26/2021		
7900 Harbor Island Dr PH20	Noise	Citation	4/27/2021		$100.00
7508 Adventure Ave	Landscape	Citation	4/27/2021		$200.00
1701 N Treasure Drive 6	Landscape	Warning	4/28/2021		
7548 Adventure Ave	WWP	Citation	4/28/2021		$500.00
1701 N Treasure Drive 6	Special Magistrate	Order	4/28/2021		$1,200.00
7904 West Drive #117	Special Magistrate	Order	4/29/2021		$2,500.00
(67) Lien Searches					
				$6,800.00	$14,150.00

	Code	**Statistics**	**May-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1600 Kennedy Cswy	Trash	Warning	5/3/2021		
1440 S Treasure Drive	Landscaping/ROW	Warning	5/4/2021		
1750 S Treasure Drive	WWP	Citation	5/5/2021		$500.00
7525 E Treasure Drive	Property Maintenance	Warning	5/5/2021		
7510 Coquina Drive	Special Magistrate	Order	5/5/2021		$420.00

7410 Beachview Drive	Pool Violation	Warning	5/6/2021		
7610 Center Bay Drive	Operating/Advertising	Warning	5/4/2021		
7601 E Treasure Drive 1512	Special Magistrate	Order	5/7/2021		$3,000.00
7505 Cutlass Ave	Special Magistrate	Order	5/10/2021		$3,800.00
7510 Center Bay Drive	Landscape	Citation	5/11/2021		$200.00
Adventure / N Treasure Dr	Prohibited sign	Removed	5/11/2021		
1356 Bay Terrace	Pool Violation	Warning	5/11/2021		
7410 Beachview Drive	Pool Violation	Citation	5/11/2021	$250.00	
1780 Kennedy Cswy 211	Noise	Warning	5/12/2021		
7904 West Drive	Prohibited sign	Removed	5/12/2021		
7517 Adventure Ave	WWP	Citation	5/12/2021	$500.00	
1865 Kennedy Cswy 3F	WWP	Citation	5/13/2021	$500.00	
1701 N Treasure Drive 6	Special Magistrate	Order	5/14/2021		$1,200.00
1351 Bay Terrace	Public Intoxication	Citation	5/15/2021	$1,000.00	
1351 Bay Terrace	Noise	Citation	5/16/2021	$100.00	
23-3209-008-1210	Landscape	Warning	5/17/2021		
1881 Kennedy Cswy 706	Special Magistrate	Order	5/17/2021		$1,175.00
7904 West Drive 614	Special Magistrate	Order	5/17/2021		$3,000.00
7533 Bounty Ave	Special Magistrate	Order	5/18/2021		$1,900.00
Adventure / N Treasure Dr	Derelict Vehicle	Warning	5/19/2021		
1455 N Treasure Dr 5R	WWP	Citation	5/19/2021	$500.00	
7500 Coquina Drive	ROW Violations	Warning	5/19/2021		
7601 E Treasure Drive	Trash	Warning	5/19/2021		
1600 Kennedy Cswy	Bulk Trash	Warning	5/20/2021		
7500 Coquina Drive	Constrcution Maintenance	Warning	5/20/2021		
7517 Adventure Ave	WWP	Citation	5/20/2021		$500.00
7904 West Drive 515	Minimum Housing	Warning	5/21/2021		
7801 Miami View Drive	Trash Cans	Warning	5/22/2021		
7700 Miami View Drive	Trash Cans	Warning	5/22/2021		
1441 S Treasure Drive	Trash Cans	Warning	5/22/2021		
7904 West Drive	Noise	Citation	5/22/2021	$200.00	
7700 Center Bay Drive	Noise	Citation	5/23/2021	$200.00	
1900 S Treasure Drive	Trash	Warning	5/24/2021		
7904 West Drive 515	Minimum Housing	Warning	5/24/2021		
7549 Bounty Ave	Landscaping/ROW	Warning	5/24/2021		
1865 Kennedy Cswy 3F	WWP	Citation	5/26/2021		$500.00
7920 East Drive	Animal Violations	Warning	5/27/2021		
8000 West Drive	Noise	Warning	5/28/2021		
1820 S Treasure Drive 406A	Special Magistrate	Order	5/28/2021		$2,500.00
7945 East Drive	ROW Violations	Warning	5/28/2021		
7720 Coquina Drive	WWP	Citation	5/29/2021	$500.00	
7720 Coquina Drive	Noise	Citation	5/29/2021	$200.00	
7536 Adventure Ave	Blocking ROW	Warning	5/29/2021		
7528 Buccaneer Ave	Bulk Trash	Warning	5/31/2021		
7510 Center Bay Drive	Landscaping	Warning	5/31/2021		
23-3209-001-0013	Landscaping/Trash/Sign	Warning	5/31/2021		

7917 West Drive	Bulk Trash	Warning	5/31/2021		
7904 West Drive	Prohibited sign	Removed	5/31/2021		
Hispanola / N Treasure Dr	Prohibited sign	Removed	5/31/2021		
7910 West Drive	Bulk Trash	Warning	5/31/2021		
(108) Lien Searches					
				$3,950.00	$18,695.00
	Code	**Statistics**	**Jun-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7509 W Treasure Drive	Bulk Trash	Warning	6/1/2021		
8000 West Drive	Bulk Trash	Warning	6/1/2021		
7520 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7920 East Drive 4	WWP	Citation	6/2/2021		$200.00
7524 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7548 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
1725 Kennedy Cswy	Noise	Warning	6/2/2021		
1455 N Treasure Dr 5R	WWP	Citation	6/3/2021		$500.00
1872 Kennedy Cswy	Trash	Warning	6/3/2021		
7532 Hispanola Ave	WWP	Citation	6/4/2021		$500.00
1865 Kennedy Cswy 6M	WWP	Citation	6/7/2021	$500.00	
7939 West Drive	Property Maintenance	Warning	6/7/2021		
1900 S Treasure Drive	Trash / Landscape	Warning	6/7/2021		
7904 West Drive 111	Operating / Advertising	Citation	6/8/2021		$1,000.00
7904 West Drive 111	BTR	Citation	6/8/2021		$100.00
7928 East Drive	Bulk Trash	Warning	6/9/2021		
1351 Bay Terrace	Public Intoxication	Citation	6/10/2021		$1,000.00
1351 Bay Terrace	Noise	Citation	6/10/2021		$100.00
7600 Beach View Drive	Landscape	Warning	6/11/2021		
7540 W Treasure Drive	Construction Site Maint.	Warning	6/11/2021		
1865 Kennedy Cswy 6M	WWP	Citation	6/14/2021		$500.00
7410 Beach View Drive	Trash	Warning	6/14/2021		
7927 East Drive	Trash / Bulk Trash	Warning	6/14/2021		
7810 Center Bay Drive	Bulk Trash	Warning	6/15/2021		
1750 S Treasure Drive	Special Magistrate	Order	6/15/2021		$1,000.00
7810 Coquina Drive	Recycling Cans	Warning	6/15/2021		
7700 Miami View Drive	Operating / Advertising	Citation	6/15/2021	$1,000.00	
7700 Miami View Drive	BTR	Citation	6/15/2021	$100.00	
1555 Kennedy Cswy	Landscape	Warning	6/16/2021		
7505 Cutlass Ave	Water Regulations	Warning	6/17/2021		
7631 Miami View Drive	Construction Site Maint.	Warning	6/17/2021		
7904 West Drive	Noise	Citation	6/17/2021		$200.00
7552 Adventure Ave	WWP	Citation	6/21/2021		$500.00

7410 Beach View Drive	Pool Violations	Citation	6/21/2021		$250.00
Cutlass Ave	Derelict Vehicle	Warning	6/21/2021		
23-3209-000-0253	WWP	Citation	6/21/2021	$500.00	
Jewel / Galleon	Derelict Vehicle	Warning	6/21/2021		
7720 Coquina Drive	WWP	Citation	6/22/2021		$500.00
7536 W Treasure Drive	Special Magistrate	Order	6/22/2021		$1,100.00
7720 Coquina Drive	Noise	Citation	6/22/2021		$200.00
Galleon Street	Derelict Vehicle	Warning	6/22/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/22/2021		
7915 East Drive	Derelict Vehicle	Warning	6/24/2021		
7921 East Drive	Derelict Vehicle	Warning	6/24/2021		
7905 East Drive	Derelict Vehicle	Warning	6/24/2021		
7504 W Treasure Drive	Trash / Recycling Cans	Warning	6/24/2021		
7508 Adventure Ave	Landscaping	Warning	6/24/2021		
1900 S Treasure Drive	Property Maintenance	Warning	6/28/2021		
7530 Miami View Drive	Trash / Recycling Cans	Warning	6/28/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/28/2021	$200.00	
7800 Hispanola Ave	Landscaping	Warning	6/28/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/28/2021		
7521 Maimi View Drive	Blocking ROW	Warning	6/28/2021		
7945 East Drive 304	Noise	Warning	6/29/2021		
8000 East Drive	Bulk Trash	Warning	6/29/2021		
8000 West Drive	Illicit Discharge	Warning	6/30/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/30/2021		$200.00
(64) Lien Searches					
				$2,300.00	$7,850.00

	Code	**Statistics**	**Jul-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7600 Beach View Drive	Landscape	Warning	7/1/2021		
7601 E Treasure Drive	Landscape	Warning	7/1/2021		
7700 Miami View Drive	Operating/Advertising	Citation	7/2/2021		$1,100.00
Various Constrcution Sites	Order to Secure	Warning	7/2/2021		
7801 Miami View Drive	Trash Cans	Citation	7/3/2021	$200.00	
7500 Coquina Drive	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Trash Cans	Warning	7/3/2021		
7528 Adventure Ave	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Landscape	Citation	7/3/2021	$200.00	
1351 Bay Terrace	Trash Cans	Warning	7/3/2021		
7711 Beach View Drive	Trash Cans	Warning	7/5/2021		
7552 Adventure Ave	Noise	Warning	7/5/2021		
7540 Bounty Ave	Pool Violations	Warning	7/5/2021		
7533 Bounty Ave	Bulk Trash	Warning	7/5/2021		

7541 W Treasure Drive	Landscape	Warning	7/5/2021		
7504 Adventure Ave	Blocking ROW/Trash	Warning	7/6/2021		
7401 Miami View Drive	Landscape	Warning	7/6/2021		
1666 Kennedy Cswy	Bulk Trash	Warning	7/6/2021		
7830 Miami View Drive	Recycle Cans	Warning	7/7/2021		
7904 West Drive 111	Special Magistrate	Order	7/7/2021		$3,500.00
7811 Miami View Drive	Special Magistrate	Order	7/7/2021		$1,200.00
7556 W Treasure Drive	Special Magistrate	Order	7/7/2021		$5,000.00
7529 Hispanola Ave	Bulk Trash	Warning	7/8/2021		
7536 Adventure Ave	Operating/Advertising	Warning	7/9/2021		
7528 Buccaneer Ave	Landscape	Warning	7/9/2021		
7548 Hispanola Ave	WWP	Citation	7/9/2021	$500.00	
7720 Miami View Drive	WWP	Citation	7/9/2021	$500.00	
7536 Adventure Ave	Operating/Advertising	Citation	7/10/2021	$1,000.00	
7536 Adventure Ave	BTR	Citation	7/10/2021	$100.00	
7525 Bounty Ave	Bulk Trash	Warning	7/12/2021		
7939 East Drive	Knox Box	Warning	7/12/2021		
7700 Coquina Drive	Landscape	Warning	7/13/2021		
1356 Bay Terrace	Pool Violations	Citation	7/13/2021	$250.00	
7700 Center Bay Drive	Landscape/Trash	Warning	7/13/2021		
7517 Hispanola Ave	Landscape	Warning	7/13/2021		
7536 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7504 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7532 Hispanola Ave	Trash Cans	Warning	7/15/2021		
1440 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1400 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1460 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1345 Kennedy Cswy	Building Recertification	Warning	7/16/2021		
1735 N Treasure Drive	Building Recertification	Warning	7/16/2021		
7920 East Drive	Building Recertification	Warning	7/16/2021		
7924 East Drive	Building Recertification	Warning	7/16/2021		
7945 East Drive	Building Recertification	Warning	7/16/2021		
7525 Buccaneer Ave	WWP	Citation	7/16/2021	$500.00	
7516 Jewel Ave	WWP	Citation	7/17/2021	$500.00	
7921 West Drive	Bulk Trash	Warning	7/19/2021		
7548 Adventure Ave	Blocking ROW	Warning	7/19/2021		
1600 Kennedy Cswy	Trash	Warning	7/21/2021		
1666 Kennedy Cswy	Trash	Warning	7/21/2021		
7811 Beach View Drive	Trash Cans	Warning	7/21/2021		
7800 Beach View Drive	Trash Cans	Citation	7/21/2021	$200.00	
7610 Center Bay Drive	Trash Cans	Warning	7/24/2021		
7800 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7720 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7525 Buccaneer Ave	Noise	Citation	7/29/2021	$250.00	
1630 S Treasure Drive	Landscape	Warning	7/31/2021		
1671 S Treasure Drive	Landscape	Warning	7/31/2021		

7516 W Treasure Drive	Landscape	Warning	7/31/2021		
7509 Adventure Ave	Landscape	Warning	7/31/2021		
7500 W Treasure Drive	Trash Cans	Warning	7/31/2021		
7536 Adventure Ave	Trash Cans	Warning	7/31/2021		
1701 S Treasure Drive	Landscape	Warning	7/31/2021		
1670 S Treasure Drive	Landscape	Warning	7/31/2021		
7560 W Treasure Drive	Landscpae	Warning	7/31/2021		
(31) Lien Searches					
				$5,100.00	$10,800.00

	Code	**Statistics**	**Aug-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7810 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7701 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7711 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7800 Beach View Drive	Trash Cans	Citation	8/2/2021		$200.00
1801 S Treasure Drive	Bulk Trash	Warning	8/3/2021		
7934 West Drive	Bulk Trash	Warning	8/3/2021		
7601 E Treasure Dr. PH102	WWP	Citation	8/4/2021	$500.00	
7800 Coquina Drive	Noise	Citation	8/4/2021		$250.00
7938 West Drive	Trash	Warning	8/5/2021		
7501 Coquina Drive	WWP	Citation	8/5/2021	$500.00	
1555 N Treasure Drive	Sidewalk Damage	Warning	8/5/2021		
7720 Coquina Drive	WWP	Citation	8/6/2021	$500.00	
7548 Hispanola Ave	WWP	Citation	8/6/2021		$500.00
7520 Hispanola Ave	WWP	Citation	8/7/2021	$500.00	
7525 Buccaneer Ave	Noise	Citation	8/7/2021	$250.00	
1630 S Treasure Drive	Noise	Citation	8/7/2021	$250.00	
7501 Coquina Drive	WWP	Citation	8/9/2021		$500.00
7601 E Treasure Dr. PH102	WWP	Citation	8/10/2021		$500.00
1400 Kennedy Cswy	Prohibited Sign	Warning	8/10/2021		
7700 Center Bay Drive	Noise	Citation	8/10/2021		$100.00
7910 West Drive	Bulk Trash	Warning	8/10/2021		
7731 Miami View Drive	Landscape	Warning	8/11/2021		
1850 Kennedy Cswy	WWP	Citation	8/11/2021		$500.00
Folio #23-3209-008-1210	Landscape	Warning	8/11/2021		
7946 East Drive	Seawall/Deck	Warning	8/12/2021		
7401 Beach View Drive	Fence	Warning	8/12/2021		
7918 West Drive	Fence	Warning	8/13/2021		
7938 West Drive	Trash	Warning	8/16/2021		
7529 Bounty Ave	Bulk Trash	Warning	8/17/2021		
1701 S Treasure Drive	Bulk Trash	Warning	8/17/2021		
7801 Miami View Drive	Trash Cans	Citation	8/17/2021		$200.00

7600 Beach View Drive	Landscape	Citation	8/19/2021		$200.00
7500 Coquina Drive	Noise	Citation	8/19/2021		$200.00
7536 Adventure Ave	Operating/Advertising	Citation	8/19/2021		$1,000.00
7536 Adventure Ave	BTR	Citation	8/19/2021		$100.00
7700 Center Bay Drive	Trash	Citation	8/20/2021		$200.00
7905 East Drive	Noise	Citation	8/21/2021	$250.00	
1570 S Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7537 W Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/21/2021	$2,000.00	
7536 Adventure Ave	BTR	Citation	8/21/2021	$100.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/23/2021		$2,000.00
7536 Adventure Ave	BTR	Citation	8/23/2021		$100.00
7905 East Drive	Noise	Citation	8/24/2021		$250.00
7800 Beach View Drive	Trash Cans	Citation	8/25/2021	$200.00	
1301 Bay Terrace	Bulk Trash	Warning	8/25/2021		
7904 West Drive #407	Special Magistrate	Order	8/27/2021		$5,000.00
7600 Beach View Drive	Noise	Citation	8/28/2021	$250.00	
7811 Beach View Drive	Bulk Waste	Warning	8/28/2021		
7720 Coquina Drive	Noise	Citation	8/30/2021		$250.00
7720 Coquina Drive	WWP	Citation	8/30/2021		$500.00
7811 Beach View Drive	Operating/Advertising	Warning	8/30/2021		
7800 Beach View Drive	Trash Cans	Citation	8/30/2021		$200.00
7811 Beach View Drive	Operating/Advertising	Citation	8/31/2021	$1,000.00	
7811 Beach View Drive	BTR	Citation	8/31/2021	$100.00	
7731 Coquina Drive	Operating/Advertising	Citation	8/31/2021	$2,000.00	
7731 Coquina Drive	BTR	Citation	8/31/2021	$100.00	
7510 Center Bay Drive	Bulk Trash	Warning	8/31/2021		
7548 W Treasure Drive	Trash	Warning	8/31/2021		
(48) Lien Searches					
				$8,750.00	$12,750.00

	Code	**Statistics**	**Sep-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7537 Adventure Ave	Bulk Trash	Warning	9/1/2021		
1321 Bay Terrace	Landscape	Warning	9/1/2021		
7401 Miami View Drive	Trash/Blocking ROW	Warning	9/1/2021		
7421 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7520 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7700 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7611 Center Bay Drive	Trash	Warning	9/1/2021		
7601 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7511 Center Bay Drive	Trash	Warning	9/1/2021		
7620 Coquina Drive	Bulk Trash	Warning	9/1/2021		

Folio #23-3209-008-1210	Landscape	Citation	9/1/2021	$200.00	
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7937 West Drive	Trash	Warning	9/2/2021		
7517 Adventure Ave	Bulk Trash	Warning	9/2/2021		
1570 S Treasure Drive	WWP	Citation	9/3/2021		$250.00
7548 Hispanola Ave	WWP	Citation	9/4/2021	$500.00	
7536 Bounty Ave	Noise	Citation	9/4/2021	$250.00	
7500 Coquina Drive	Noise	Citation	9/4/2021	$250.00	
7811 Beach View Drive	Operating/Advertising	Citation	9/6/2021	$2,000.00	
7811 Beach View Drive	BTR	Citation	9/6/2021	$100.00	
7524 W Treasure Drive	Fence	Warning	9/6/2021		
1620 S Treasure Drive	Noise	Citation	9/7/2021		$250.00
7552 Adventure Ave	Special Magistrate	Order	9/7/2021		$1,000.00
1555 N Treasure Drive	Bulk Trash	Warning	9/7/2021		
7510 Coquina Drive	Bulk Trash	Warning	9/7/2021		
7601 Beach View Drive	Bulk Trash	Warning	9/9/2021		
1331 Bay Terrace	Bulk Trash	Warning	9/9/2021		
7920 East Drive	Bulk Trash	Warning	9/9/2021		
7922 East Drive	Landscape	Warning	9/9/2021		
7548 Hispanola Ave	WWP	Citation	9/9/2021		$500.00
7528 Adventure Ave	Special Magistrate	Order	9/10/2021		$275.00
7430 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7811 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7711 Center Bay Drive	Bulk Trash	Warning	9/13/2021		
7548 W Treasure Drive	Trash	Citation	9/13/2021	$200.00	
7516 Jewel Ave	Special Magistrate	Order	9/14/2021		$575.00
7731 Center Bay Drive	WWP	Citation	9/14/2021		$250.00
1725 Kennedy Causeway	Landscape/Trash	Warning	9/14/2021		
7904 West Drive #502	Operating/Advertising	Citation	9/15/2021	$1,000.00	
1356 Bay Terrace	Pool Violations	Citation	9/15/2021		$250.00
7904 West Drive #502	BTR	Citation	9/15/2021	$100.00	
7927 East Drive	Trash	Warning	9/16/2021		
7801 Center Bay Drive	Noise	Citation	9/17/2021	$250.00	
7927 East Drive	Trash	Citation	9/20/2021	$200.00	
7540 W Treasure Drive	Construction Site Maint.	Warning	9/20/2021		
7553 Adventure Ave	Noise	Citation	9/18/2021	$250.00	
1701 N Treasure Dr #7	Landscape	Warning	9/21/2021		
1701 N Treasure Dr #5	Landscape	Warning	9/21/2021		
7520 Hispanola Ave	WWP	Citation	9/21/2021		$500.00

7731 Coquina Drive	Operating/Advertising	Citation	9/21/2021		$2,000.00
7731 Coquina Drive	BTR	Citation	9/21/2021		$100.00
1701 N Treasure Dr #4	Landscape	Warning	9/21/2021		
7600 Beach View Drive	Noise	Citation	9/21/2021		$250.00
1701 N Treasure Dr #3	Landscape	Warning	9/21/2021		
7927 East Drive	Trash	Warning	9/22/2021		
7530 Coquina Drive	Bulk Trash	Warning	9/22/2021		
7441 Coquina Drive	Landscape	Warning	9/22/2021		
7904 West Drive #502	BTR	Citation	9/23/2021		$100.00
7904 West Drive #502	Operating/Advertising	Citation	9/23/2021		$1,000.00
7400 Center Bay Drive	Bulk Trash	Warning	9/23/2021		
7530 Center Bay Drive	Noise	Citation	9/25/2021	$250.00	
1610 S Treasure Drive	Noise	Citation	9/25/2021	$250.00	
7400 Miami View Drive	Noise	Citation	9/25/2021	$250.00	
7922 East Drive	Landscape	Citation	9/27/2021	$200.00	
7929 West Drive	Bulk Trash	Warning	9/27/2021		
7549 Bounty Ave	Landscape	Warning	9/27/2021		
7400 Miami View Drive	Noise	Citation	9/28/2021		$250.00
1725 Kennedy Cswy	Landscape	Citation	9/28/2021	$200.00	
7536 Adventure Ave	WWP	Citation	9/29/2021	$250.00	
Folio #23-3209-008-1210	Landscape	Citation	9/30/2021		$200.00
7530 Center Bay Drive	Noise	Citation	9/30/2021		$250.00
(66) Lien Searches					
				$6,700.00	$8,000.00

	Code	**Statistics**	**Oct-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1555 Kennedy Cswy	Trash	Warning	10/4/2021		
1400 Kennedy Cswy	Blocking ROW	Warning	10/4/2021		
7510 Coquina Drive	Landscape	Warning	10/4/2021		
7939 East Drive	Trash	Warning	10/4/2021		
7537 W Treasure Drive	WWP	Citation	10/5/2021		$250.00
7532 Hispanola Ave	Special Magistrate	Order	10/5/2021		$1,600.00
7801 Center Bay Drive	Noise	Citation	10/5/2021		$250.00
7500 Beach View Drive	Landscape/Pool Violation	Warning	10/7/2021		
7500 Center Bay Drive	Construction Maint.	Warning	10/8/2021		
1735 N Treasure Drive	Noise	Warning	10/7/2021		
7917 West Drive	Bulk Trash	Warning	10/11/2021		
HI Drive / 79 Street	Prohibited Sign	Removed	10/11/2021		
7927 East Drive	Trash	Citation	10/11/2021		$200.00
1610 S Treasure Drive	WWP	Citation	10/11/2021		$250.00
7536 Bounty Ave	Bulk Trash	Warning	10/12/2021		
1356 Bay Terrace	Property Maint./Beehive	Warning	10/14/2021		

7549 Hispanola Ave	WWP	Citation	10/14/2021	$250.00	
7525 Buccaneer Ave	WWP	Citation	10/14/2021		$500.00
7553 Adventure Ave	Noise	Citation	10/14/2021		$250.00
7509 Adventure Ave	WWP	Citation	10/15/2021	$250.00	
1620 N Treasure Drive	WWP	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Construction Maint.	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Noise	Citation	10/16/2021	$250.00	
7511 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7700 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7505 Bounty Ave	Landscape	Warning	10/16/2021		
7811 Beach View Drive	Special Magistrate	Order	10/21/2021		$3,275.00
7924 East Drive	Landscape	Warning	10/21/2021		
23-3209-001-0013	Landscape	Citation	10/21/2021	$200.00	
7721 Miami View Drive	Bulk Trash	Warning	10/21/2021		
7509 Adventure Ave	WWP	Citation	10/22/2021		$250.00
7512 Buccaneer Ave	Blocking ROW	Warning	10/25/2021		
7720 Miami View Drive	Landscape	Warning	10/25/2021		
7922 East Drive	Landscape	Citation	10/26/2021		$200.00
1601 Kennedy Cswy	Blocking ROW	Warning	10/27/2021		
23-3209-035-0001	WWP	Citation	10/27/2021	$250.00	
7421 Miami View Drive	Bulk Trash	Warning	10/27/2021		
7549 Hispanola Ave	WWP	Citation	10/27/2021		$250.00
7552 Cutlass Ave	Noise	Citation	10/28/2021		$250.00
7552 Cutlass Ave	WWP	Citation	10/28/2021		$250.00
1872 Kennedy Cswy	Bulk Trash	Warning	10/29/2021		
1620 N Treasure Drive	WWP	Citation	10/29/2021		$250.00
7811 Beach View Drive	Trash Cans	Citation	10/30/2021	$200.00	
7420 Beach View Drive	Trash Cans	Warning	10/30/2021		
7711 Beach View Drive	Trash Cans	Warning	10/30/2021		
7811 Miami View Drive	Noise	Citation	10/30/2021	$250.00	
7505 Cutlass Ave	Noise	Warning	10/30/2021		
(46) Lien Searches					
				$2,150.00	$8,025.00

	Code	**Statistics**	**Nov-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7933 West Drive	Bulk Trash	Warning	11/1/2021				
7924 East Drive	Bulk Trash	Warning	11/1/2021				
7927 East Drive	Bulk Trash	Warning	11/1/2021				
1351 Bay Terrace	Bulk Trash	Warning	11/2/2021				
7800 Beach View Drive	Trash Cans	Warning	11/3/2021				
7600 Coquina Drive	Bulk Trash	Warning	11/3/2021				
7801 Center Bay Drive	Landscape	Citation	11/2/2021	$200.00			

7801 Center Bay Drive	Illicit Discharge	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	Construction Site Maint.	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	WWP	Citation	11/2/2021	$250.00			
7811 Beach View Drive	Bulk Trash	Warning	11/3/2021				
7917 West Drive	Bulk Trash	Warning	11/3/2021				
Cutlass & S. Treasure Drive	Commercial Vehicle	Warning	11/3/2021				
7548 W Treasure Drive	Trash/ Debris	Citation	11/5/2021		$200.00		
1800 Kennedy Cswy #A201	WWP	Citation	11/6/2021	$250.00			
1725 Kennedy Cswy	Landscape	Citation	11/8/2021		$200.00		
7421 Center Bay Drive	Noise	Warning	11/8/2021				
7811 Beach View Drive	Trash Cans	Citation	11/13/2021	$200.00			
7510 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7720 Miami View Deive	Noise	Citation	11/13/2021	$250.00			
7601 E Treasure Drive	Noise	Citation	11/13/2021	$250.00			
7421 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7700 Miami View Drive	Noise	Citation	11/15/2021	$250.00		Yes	(1) of (5)
7800 Beach View Drive	Trash Cans	Citation	11/16/2021	$200.00			
Figueroa Landscaping	Bulk Trash	Warning	11/16/2021				
1666 Kennedy Cswy #200	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #208	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #209	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #400	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #409	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #412	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #501	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #203	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #503	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #509	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #512	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #600	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #604	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #607	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #608	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #611	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #612	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #702	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #706	BTR	Warning	11/17/2021				
7830 Miami View Drive	Trash Cans	Warning	11/18/2021				
7811 Miami View Drive	Noise	Citation	11/17/2021		$250.00		
7510 Center Bay Drive	Noise	Citation	11/18/2021		$250.00		
7911 West Drive	Landscape	Citation	11/19/2021		$200.00		
7536 W Treasure Drive	Noise	Citation	11/22/2021	$250.00			
7536 W Treasure Drive	Noise	Citation	11/22/2021	$500.00			
1900 S Treasure Dr. (Lot)	Trash	Warning	11/22/2021				
7537 W Treasure Drive	Trash Cans / Trash	Warning	11/22/2021				
7516 Bounty Ave	Bulk Trash	Warning	11/23/2021				

1666 Kennedy Cswy #211	BTR	Warning	11/23/2021				
1666 Kennedy Cswy #510	BTR	Warning	11/23/2021				
7811 Beach View Drive	Trash Cans	Citation	11/23/2021		$200.00		
1666 Kennedy Cswy #206	BTR	Warning	11/23/2021				
7801 Center Bay Drive	Illicit Discharge	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/29/2021		$200.00		
7801 Center Bay Drive	Construction Site Maint.	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	WWP	Citation	11/29/2021		$250.00		
7800 Beach View Drive	Trash Cans	Citation	11/29/2021		$200.00		
7925 West Drive	Bulk Trash	Warning	11/30/2021				
7441 Coquina Drive	Trash	Warning	11/30/2021				
(45) Lien Searches							
				$3,600.00	$2,450.00		
	Code	**Statistics**	**Dec-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7811 Beach View Drive	Trash Cans	Citation	12/1/2021		$200.00		
7801 Hispanola Ave	Building Recertification	Warning	12/1/2021				
1666 Kennedy Cswy #610	Building Recertification	Warning	12/1/2021				
7926 East Drive	Building Recertification	Warning	12/1/2021				
7909-7911 East Drive	Building Recertification	Warning	12/1/2021				
7915 East Drive	Building Recertification	Warning	12/1/2021				
7921 West Drive	Building Recertification	Warning	12/1/2021				
7925 West Drive	Building Recertification	Warning	12/1/2021				
1801-1815 Galleon St	Building Recertification	Warning	12/1/2021				
7928 West Drive	Building Recertification	Warning	12/1/2021				
7921 East Drive	Building Recertification	Warning	12/1/2021				
1880 S Treasure Drive	Building Recertification	Warning	12/1/2021				
7920 East Drive	Minimum Housing	Warning	12/6/2021				
7910 West Drive	Bulk Trash	Warning	12/6/2021				
7937 West Drive #G	Minimum Housing	Warning	12/6/2021				
7937 West Drive #F	WWP	Citation	12/6/2021	$250.00			
7937 West Drive #F	Minimum Housing	Warning	12/6/2021				
7917 West Drive	Bulk Trash	Warning	12/6/2021				
7536 W Treasure Drive	Noise	Citation	12/7/2021		$250.00		
7536 W Treasure Drive	Noise	Citation	12/7/2021		$500.00		
1400 Kennedy Cswy #117	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #100	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #1460	BTR	Warning	12/7/2021				
7920 East Drive	Bulk Trash	Warning	12/7/2021				
1555 N Treasure Drive	Bulk Trash	Warning	12/7/2021				
1400 Kennedy Cswy #1402	BTR	Warning	12/8/2021				
7545 E Treasure Drive #8F	Noise	Citation	12/9/2021		$200.00		

7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #3EF	WWP	Citation	12/10/2021	$250.00			
1620 S Treasure Drive	Noise	Citation	12/11/2021	$500.00			
1630 S Treasure Drive	Landscape	Citation	12/11/2021	$200.00			
7536 W Treasure Drive	WWP	Citation	12/13/2021	$250.00			
7920 East Drive	Minimum Housing	Warning	12/13/2021				
7700 Miami View Drive	Noise	Citation	12/13/2021		$250.00		
7900 Harbor Island Drive	Noise	Warning	12/13/2021				
7927 East Drive	Bulk Waste	Warning	12/14/2021				
7513 Adventure Ave	Trash	Warning	12/14/2021				
7920 East Drive	Bulk Trash	Warning	12/15/2021				
7933 West Drive	Bulk Trash	Warning	12/16/2021				
7620 Miami View Drive	WWP	Citation	12/16/2021	$250.00			
7701 Center Bay Drive	Trash	Warning	12/16/2021				
7520 Hispanola Ave	Noise	Citation	12/18/2021	$250.00			
7904 West Drive #112	Special Magistrate	Order	12/20/2021		$4,500.00		
7933 West Drive	Bulk Trash	Warning	12/21/2021				
1666 Kennedy Cswy #610	WWP	Citation	12/21/2021		$250.00		
1850 Kennedy Cswy	Trash	Warning	12/22/2021				
7524 Bounty Ave	Bulk Trash	Warning	12/22/2021				
Galleon Street	Derelict Vehicle	Warning	12/22/2021				
7601 E Treasure Drive #CU2	BTR	Warning	12/23/2021				
7720 Miami View Drive	Noise	Citation	12/23/2021		$250.00		
7601 E Treasure Drive #CU1	BTR	Warning	12/23/2021				
7910 West Drive	Bulk Trash	Warning	12/23/2021				
7601 E Treasure Drive #CU9	BTR	Warning	12/23/2021				
7909-7911 East Drive	Bulk Trash	Warning	12/23/2021				
1801 S Treasure Drive #329	Bulk Trash	Warning	12/28/2021				
1500 Kennedy Cswy	Landscape	Warning	12/29/2021				
1872 Kennedy Cswy	Trash	Warning	12/29/2021				
7505 Bounty Ave	Landscape	Warning	12/30/2021				
7508 W Treasure Drive	Landscape	Warning	12/30/2021				
1620 S Treasure Drive	Noise	Citation	12/30/2021		$500.00		
(22) Lien Searches							
				$1,950.00	$7,100.00		

	Code	**Statistics**	**Jan-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Citation	1/3/2022	$200.00			
7731 Miami View Drive	Landscpae	Warning	1/3/2022				
7520 Hispanola Ave	Noise	Citation	1/3/2022		$250.00		
7620 Miami View Drive	WWP	Citation	1/5/2022		$250.00		

7552 Cutlass Ave	Operating/Advertising	Warning	1/7/2022				
1690 S Treasure Drive	WWP	Citation	1/8/2022	$250.00			
1353 Bay Terrace	WWP	Citation	1/10/2022		$200.00		
7421 Center Bay Drive	Noise	Citation	1/10/2022		$250.00		
7937 West Drive	WWP	Citation	1/12/2022		$250.00		
8020 East Drive #218	Noise	Citation	1/15/2022	$250.00			
8020 East Drive #218	WWP	Citation	1/15/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	1/15/2022	$500.00			
7508 W Treasure Drive	WWP	Citation	1/15/2022	$250.00			
7520 W Treasure Drive	Noise	Warning	1/17/2022				
7631 Miami View Drive	Noise	Warning	1/17/2022				
1650 S Treasure Drive	BTR	Warning	1/18/2022				
7917 West Drive	Bulk Trash	Warning	1/19/2022				
7934 West Drive #1003	Noise	Citation	1/20/2022		$250.00		
7521 Cutlass Ave	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Warning	1/20/2022				
1900 S Treasure Drive #3D	Operating/Advertising	Warning	1/20/2022				
7933 West Drive #715	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Citation	1/22/2022	$1,000.00		Yes	1
7548 Adventure Ave	BTR	Citation	1/22/2022	$100.00			
7500 Beach View Drive	Pool Violation	Citation	1/22/2022	$100.00			
7525 E Treasure Drive	Building Miantenence	Warning	1/25/2022				
7920 East Drive	Blocking ROW	Warning	1/26/2022				
7552 Cutlass Ave	Noise	Citation	1/26/2022		$500.00		
7508 W Treasure Drive	WWP	Citation	1/27/2022		$250.00		
1690 S Treasure Drive	WWP	Citation	1/28/2022		$250.00		
1865 Kennedy Cswy #5L	Noise	Citation	1/28/2022		$100.00		
7548 Adventure Ave	Operating/Advertising	Citation	1/28/2022		$1,000.00		
7548 Adventure Ave	BTR	Citation	1/28/2022		$100.00		
7524 Buccaneer Ave	Noise	Citation	1/31/2022		$250.00		
7811 Miami View Drive	Bulk Trash	Warning	1/31/2022				
7720 Center Bay Drive	Landscape	Warning	1/31/2022				
(49) Lien Searches							
				$2,900.00	$3,900.00		

	Code	**Statistics**	**Feb-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Warning	2/1/2022				
7441 Coquina Drive	Construction Site Maint.	Warning	2/1/2022				
7939 East Drive	Knox Box	Warning	2/2/2022				
1630 S Treasure Drive	Special Magistrate	Order	2/2/2022		$220.00		
7929 West Drive #903	Noise	Warning	2/3/2022				
8000 West Drive	Noise	Warning	2/3/2022				

7946 East Drive #201	Operating/Advertising	Warning	2/3/2022				
8020 East Drive #218	Noise	Citation	2/3/2022		$250.00		
8020 East Drive #218	WWP	Citation	2/3/2022		$250.00		
7927 East Drive	Operating/Advertising	Warning	2/3/2022				
7917 West Drive	Trash	Citation	2/7/2022		$200.00		
7536 W Treasure Drive	WWP	Citation	2/7/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	2/8/2022	$250.00			
23-3209-001-0270	Landscape	Warning	2/8/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	2/8/2022		$250.00		
1750 S Treasure Drive	Knox Box	Warning	2/9/2022				
1625 Kennedy Causeway	Knox Box	Warning	2/14/2022				
1820 S Treasure Drive #205	WWP	Citation	2/14/2022		$250.00		
1353 Bay Terrace	WWP	Citation	2/14/2022	$250.00			
1880 S Treasure Drive	Blocking ROW	Warning	2/15/2022				
1666 Kennedy Cswy #604	Trash	Warning	2/15/2022				
7917 West Drive	Recycling	Warning	2/15/2022				
7929 West Drive	Recycling	Warning	2/15/2022				
1855 Kennedy Cswy	Filming	Warning	2/15/2022				
1666 Kennedy Causeway	Special Magistrate	Order	2/16/2022		$1,200.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	2/16/2022				
7421 Coquina Drive	ROW Violation	Warning	2/18/2022				
7548 W Treasure Drive	Noise	Citation	2/19/2022	$250.00			
7548 W Treasure Drive	WWP	Citation	2/19/2022	$250.00			
1880 S Treasure Drive	ROW Violation	Warning	2/19/2022				
7810 Center Bay Drive	Noise	Warning	2/19/2022				
7730 Center Bay Drive	Bulk Trash	Warning	2/22/2022				
7710 Coquina Drive	Bulk Trash	Warning	2/22/2022				
7720 Miami View Drive	WWP	Citation	2/23/2022	$250.00			
7720 Miami View Drive	WWP	Citation	2/24/2022		$250.00		
7505 Cutlass Ave	Illicit Discharge	Citation	2/24/2022	$200.00			
7700 Beach View Drive	Noise	Citation	2/26/2022	$250.00		Yes	1
7811 Beach View Drive	Noise	Citation	2/27/2022	$500.00		Yes	1
7552 Bounty Ave	Trash	Warning	2/28/2022				
7700 Beach View Drive	Noise	Citation	2/28/2022		$250.00		
(67) Lien Searches							
				$2,200.00	$3,370.00		

	Code	**Statistics**	**Mar-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
Harbor Island	Derelict Vehicle	Warning	3/1/2022				
7910 West Drive	Bulk Trash	Warning	3/1/2022				
Harbor Island ROW	Prohibited Sign	Removed	3/1/2022				

7530 Miami View Drive	Noise	Warning	3/1/2022				
7811 Beach View Drive	Noise	Citation	3/1/2022		$500.00		
7557 Mutiny Ave	WWP	Citation	3/4/2022	$250.00			
7915 East Drive #2D	Noise	Citation	3/4/2022		$250.00		
7505 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7509 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7901 Hispanola Ave	Noise	Citation	3/5/2022	$250.00			
7915 East Drive	Noise	Citation	3/5/2022	$250.00			
1620 N Treasure Drive	Bulk Trash	Warning	3/9/2022				
7915 East Drive #1A	Noise	Citation	3/9/2022		$250.00		
7421 Coquina Drive	Construction Maint.	Warning	3/10/2022				
1610 S Treasure Drive	Special Magistrate	Order	3/10/2022		$1,600.00		
7557 Mutiny Ave	WWP	Citation	3/10/2022		$250.00		
7621 Coquina Drive	Trash	Warning	3/10/2022				
7601 E Treasure Dr #CU25	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	WWP	Citation	3/11/2022		$250.00		
7710 Beach View Drive	Noise	Citation	3/12/2022	$250.00			
7710 Beach View Drive	WWP	Citation	3/12/2022	$250.00			
7536 Bounty Ave	Special Magistrate	Order	3/14/2022		$250.00		
1666 Kennedy Cswy #501	Trash	Warning	3/15/2022				
7501 E Treasure Dr #6T	Noise	Citation	3/15/2022		$250.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
1480 S Treasure Drive	Landscape	Citation	3/17/2022		$200.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
7904 West Drive (rear)	Abandoned Vessel	Warning	3/19/2022				
7711 Coquina Drive	Trash/Recycle cans	Warning	3/19/2022				
7910 West Drive (rear)	Noise	Warning	3/21/2022				
7501 E Treasure Dr #7P	Operating/Advertising	Warning	3/21/2022				
7505 Cutlass Ave	Illicit Discharge	Citation	3/21/2022		$200.00		
1400 S Treasure Drive	Bulk Trash	Warning	3/22/2022				
7901 Hispanola Ave	Noise	Citation	3/22/2022		$250.00		
8000 West Drive	Noise	Citation	3/22/2022		$250.00		
1880 S Treasure Drive	Trash	Warning	3/22/2022				
7800 Center Bay Drive	Bulk Trash	Warning	3/22/2022				
7801 Center Bay Drive	Open/Unsecure	Warning	3/22/2022				
1900 S Treasure Drive	Trash	Warning	3/22/2022				
7934 West Drive #904	Special Magistrate	Order	3/23/2022		$3,000.00		
1865 Kennedy Cswy #12G	WWP	Citation	3/23/2022	$250.00			
Public ROW	Prohibited Sign	Removed	3/23/2022				
7700 Beachview Drive	WWP	Citation	3/23/2022	$250.00			
1571 S Treasure Drive	Noise	Warning	3/24/2022				
1353 Bay Terrace	WWP	Citation	3/24/2022		$250.00		
7720 Center Bay Drive	Trash/Recycle Cans	Citation	3/26/2022	$250.00			
7941 West Drive #301	WWP	Citation	3/26/2022	$250.00			
7920 East Drive	Minimum Housing	Warning	3/28/2022				

Treasure Island	Abandoned Vehicle	Warning	3/28/2022				
1880 S Treasure Drive	Special Magistrate	Order	3/28/2022		$3,500.00		
7540 W Treasure Drive	Noise	Warning	3/29/2022				
Harbor Island	Derelict Vehicle	Warning	3/30/2022				
7901 Hispanola Ave	Construction Maint.	Warning	3/30/2022				
7904 West Drive #816	WWP	Citation	3/31/2022		$200.00		
(126) Lien Searches							
				$2,250.00	$11,950.00		
	Code	**Statistics**	**Apr-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7540 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7536 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7500 Beachview Drive	Pool Violation	Warning	3/31/2022				
7501 Center Bay Drive	Bulk Trash	Warning	3/31/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	3/31/2022	$250.00			
7700 Beach View Drive	WWP	Citation	4/1/2022		$250.00		
7536 Bounty Ave	Bulk Trash	Warning	4/1/2022				
1571 S Treasure Drive	Property Maintenance	Warning	4/1/2022				
1440 S Treasure Drive	WWP	Citation	4/2/2022	$250.00			
1440 S Treasure Drive	Noise	Citation	4/2/2022	$250.00			
7544 W Treasure Drive	Noise	Warning	4/2/2022				
7811 Beach View Drive	Trash Cans	Citation	4/2/2022	$200.00		Yes	2
7536 Bounty Ave	Special Magistrate	Order	4/4/2022		$75.00		
7720 Center Bay Drive	Trash Cans	Citation	4/4/2022		$200.00		
7701 Miami View Drive	Bulk Trash	Warning	4/4/2022				
1900 S Treasure Drive	Property Maintenance	Warning	4/5/2022				
7700 Miami View Drive	Noise	Citation	4/7/2022	$500.00		Yes	2
7533 Adventure Ave	WWP	Citation	4/7/2022	$250.00			
1690 S Treasure Drive	WWP	Citation	4/9/2022	$250.00			
7525 Buccaneer Ave	Construction Site Maint.	Citation	4/8/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	4/8/2022				
7927 East Drive	Minimum Housing	Warning	4/8/2022				
7601 Beach View Drive	Noise	Warning	4/9/2022				
7500 Bounty Ave	Noise	Warning	4/9/2022				
7508 W Treasure Drive	Landscape	Warning	4/10/2022				
7540 W Treasure Drive	ROW Violation	Warning	4/11/2022				
7700 Miami View Drive	Noise	Citation	4/11/2022		$500.00		
7700 Miami View Drive	Trash	Warning	4/11/2022				
7800 Beach View Drive	Bulk Trash	Warning	4/11/2022				
1865 Kennedy Cswy #12G	WWP	Citation	4/12/2022		$250.00		
7601 E Treasure Drive	Graffiti	Warning	4/11/2022				
1872 Kennedy Cswy	Graffiti	Warning	4/11/2022				

7500 Beach View Drive	Pool Violations	Citation	4/15/2022		$100.00		
1900 S Treasure Drive	Operating/Advertising	Warning	4/16/2022				
7810 Center Bay Drive	Noise	Warning	4/18/2022				
Harbor Island	Derelict Vehicle	Warning	4/18/2022				
23-3209-001-0270	Trash	Warning	4/18/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	4/18/2022		$250.00		
7552 Cutlass Ave	Special Magistrate	Order	4/18/2022		$1,600.00		
1865 Kennedy Cswy #3A	WWP	Citation	4/19/2022	$250.00			
7548 W Treasure Drive	Blocking ROW	Warning	4/19/2022				
7513 Adventure Ave	Noise	Citation	4/22/2022	$250.00			
7910 Harbor Island Dr. #601	Operating/Advertising	Citation	4/22/2022	$1,000.00			
7910 Harbor Island Dr. #601	BTR	Citation	4/22/2022	$100.00			
1690 S Treasure Drive	WWP	Citation	4/22/2022		$250.00		
7500 Beach View Drive	Special Magistrate	Order	4/22/2022		$325.00		
Treasure Island	Abandoned Vehicle	Warning	4/25/2022				
Treasure Island	Derelict Vehicle	Warning	4/25/2022				
7631 Miami View Drive	Construction Site Maint.	Warning	4/25/2022				
7549 Hispanola Ave	WWP	Citation	4/29/2022				
7525 Buccaneer Ave	Noise	Warning	4/30/2022				
7720 Center Bay Drive	Trash Cans	Warning	4/30/2022				
(58) Lien Searches							
				$3,800.00	$3,800.00		

	Code	**Statistics**	**May-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 Adventure Ave	Noise	Warning	5/1/2022				
7513 Adventure Ave	Noise	Citation	5/2/2022	$500.00			
7508 Jewel Ave	Operating/Advertising	Warning	5/2/2022				
7529 Buccaneer Ave	Bulk Trash	Warning	5/3/2022				
7910 Harbor Island Dr #601	Operating/Advertising	Citation	5/4/2022		$1,000.00		
7910 Harbor Island Dr #601	BTR	Citation	5/4/2022		$100.00		
7910 West Drive #205	WWP	Citation	5/5/2022	$250.00			
7545 E Treasure Dr #10A	WWP	Citation	5/5/2022	$250.00			
Treasure Island	Prohibited Sign	Removed	5/5/2022				
7517 Cutlass Ave	Fence	Warning	5/9/2022				
7544 Mutiny Ave	Trash Can	Warning	5/10/2022				
7513 Adventure Ave	Noise	Citation	5/12/2022		$250.00		
7911 East Drive	Illicit Discharge	Warning	5/12/2022				
7549 Hispanola Ave	WWP	Citation	5/16/2022		$250.00		
7613 Mutiny Ave	Trash	Warning	5/17/2022				
7540 Bounty Ave	Bulk Trash	Warning	5/17/2022				
Treasure Island	Prohibited Sign	Removed	5/17/2022				
7904 West Drive #816	Noise	Warning	5/17/2022				

Treasure Island	Abandoned Bike	Warning/Removed	5/20/2022				
7513 Adventure Ave	Noise	Warning	5/20/2022		$500.00		
7801 Miami View Drive	Trash Cans	Citation	5/21/2022	$200.00			
1440 S Treasure Drive	WWP	Citation	5/21/2022	$250.00			
7548 Buccaneer Ave	Pool Violations	Warning	5/21/2022				
7529 W Treasure Drive	Blocking ROW	Warning	5/23/2022				
Treasure Island	Dead Storage	Warning	5/24/2022				
7934 West Drive #602	Noise	Warning	5/24/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	5/24/2022		$300.00		
1701 N Treasure Drive	Landscape	Warning	5/24/2022				
7524 W Treasure Drive	Landscape	Warning	5/25/2022				
7511 Center Bay Drive	Construction Site Maint.	Warning	5/25/2022				
1600 Kennedy Cswy	Trash	Warning	5/26/2022				
7904 West Drive	Prohibited Sign	Warning	5/28/2022				
7917 West Drive	Bulk Trash	Warning	5/30/2022				
7800 Miami View Drive	Blocking ROW	Warning	5/30/2022				
7801 Center Bay Drive	Noise	Warning	5/30/2022				
7524 W Treasure Drive	Open & Unsecure	Warning	5/30/2022				
1630 S Treasure Drive	Blocking ROW	Warning	5/30/2022				
1356 Bay Terrace	Bulk Trash	Warning	5/30/2022				
7910 West Drive	WWP	Citation	5/31/2022		$250.00		
7501 W Treasure Drive	Construction Site Maint.	Warning	5/31/2022				
7500 Beach View Drive	Pool Violations	Warning	5/31/2022				
Harbor Island	Peddler/Solicitor	Warning/Removed	5/31/2022				
(101) Lien Searches							
				$1,450.00	$2,650.00		

	Code	**Statistics**	**Jun-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7501 Adventure Ave	Landscape	Warning	6/1/2022				
7528 Buccaneer Ave	Construction Site Maint.	Warning	6/1/2022				
7510 Coquina Drive	Bulk Trash	Warning	6/1/2022				
1830 S Treasure Drive	Bulk Trash	Warning	6/1/2022				
7545 E Treasure Dr #10A	WWP	Citation	6/1/2022		$250.00		
7904 West Drive #517	WWP	Citation	6/2/2022	$250.00			
7505 Bounty Ave	Special Magistrate	Order	6/3/2022		$75.00		
1647 N Treasure Drive	Graffiti	Warning	6/6/2022				
1508 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1550 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1865 Kennedy Cswy #3A	WWP	Citation	6/7/2022		$250.00		
7401 Center Bay Drive	BTR	Warning	6/8/2022				
1790 Kennedy Cswy	Building Maintenance	Warning	6/8/2022				
1701 N Treasure Dr #5	Landscape	Warning	6/11/2022				

7505 Adventure Ave	Landscape	Warning	6/11/2022				
7500 Center Bay Drive	Landscape	Warning	6/11/2022				
7524 W Treasure Drive	Landscape	Warning	6/11/2022				
7512 Buccaneer Ave	Landscape	Warning	6/11/2022				
1701 S Treasure Drive	Landscape	Warning	6/11/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
1600 Kennedy Cswy	Graffiti	Warning	6/13/2022				
1600 Kennedy Cswy	Trash	Warning	6/13/2022				
1524 Kennedy Cswy	Graffiti	Warning	6/13/2022				
7411 Beach View Drive	Bulk Trash	Warning	6/14/2022				
7610 Center Bay Drive	Bulk Trash	Warning	6/14/2022				
7720 Miami View Drive	Trash Cans	Warning	6/15/2022				
1880 S Treasure Drive	Bulk Trash	Warning	6/15/2022				
1601 Kennedy Cswy	Open / Unsecure	Warning	6/16/2022				
7720 Miami View Drive	Landscape	Warning	6/16/2022				
7508 Bounty Ave	Landscape	Warning	6/15/2022				
7548 Hispanola Ave	Landscape	Warning	6/15/2022				
7524 W Treasure Drive	Landscape	Citation	6/21/2022	$200.00			
23-3209-001-0279	Fence	Warning	6/21/2022				
7544 W Treasure Drive	WWP	Citation	6/21/2022		$1,200.00		
1735 N Treasure Drive	Special Magistrate	Order	6/22/2022		$250.00		
1865 Kennedy Cswy #12G	Special Magistrate	Order	6/24/2022		$1,000.00		
8020 East Drive #218	Special Magistrate	Order	6/24/2022		$900.00		
7552 Cutlass Ave	Noise	Citation	6/25/2022	$250.00			
1750 S Treasure Dr #1	Noise	Citation	6/27/2022		$250.00		
7720 Miami View Drive	Special Magistrate	Order	6/28/2022		$1,200.00		
7931 East Drive	Stagnant Water	Warning	6/29/2022				
7931 East Drive	Trash	Warning	6/29/2022				
(45) Lien Searches							
				$700.00	$5,375.00		
	Code	**Statistics**	**Jul-22**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 Cutlass Ave	Trash	Warning	7/1/2022				
Treasure Island	Derelict Vehicle	Warning	7/5/2022				
8000 West Drive	Trash	Warning	7/5/2022				
1580 Kennedy Cswy	WWP	Citation	7/5/2022	$250.00			
7929 West Drive	Trash	Warning	7/5/2022				
Treasure Island	Derelict Vehicle	Warning	7/6/2022				
7810 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1580 Kennedy Cswy	WWP	Citation	7/7/2022		$250.00		
7537 Mutiny Ave	WWP	Citation	7/7/2022	$250.00			

7701 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1872 Kennedy Cswy	Noise	Warning	7/7/2022				
7501 E Treasure Drive	Construction Maint.	Warning	7/7/2022				
1600 Kennedy Cswy	Trash	Warning	7/11/2022				
7700 Center Bay Drive	Landscape	Warning	7/12/2022				
7524 W Treasure Drive	Landscape	Citation	7/12/2022		$200.00		
7720 Coquina Drive	Bulk Trash	Warning	7/12/2022				
7501 E Treasure Drive	Trash	Warning	7/12/2022				
7556 Bounty Ave	Bulk Trash	Warning	7/12/2022				
1550 Kennedy Cswy	Graffiti	Citation	7/13/2022	$100.00			
7504 Adventure Ave	Bulk Trash	Warning	7/14/2022				
1321 Bay Terrace	Bulk Trash	Warning	7/14/2022				
7529 Mutiny Ave	WWP	Citation	7/14/2022	$250.00			
7601 E Treasure Dr #2007	Noise	Citation	7/22/2022		$250.00		
1750 S Treasure Drive	Noise	Citation	7/22/2022		$250.00		
7421 Beach View Drive	Property Maintenance	Warning	7/23/2022				
7720 Center Bay Drive	Trash Cans	Citation	7/23/2022	$200.00		yes	1
7536 Adventure Ave	Trash Cans	Citation	7/23/2022	$200.00			
7801 Center Bay Drive	Construction Maint.	Warning	7/25/2022				
7537 Mutiny Ave	WWP	Citation	7/26/2022		$250.00		
1880 S Treasure Drive	WWP	Citation	7/26/2022	$250.00			
1872 Kennedy Cswy	Noise	Citation	7/26/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	7/26/2022		$250.00		
Public ROW	Prohibited Sign	Removed	7/27/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1755 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1555 E Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Miami View Drive	Trash Cans	Citation	7/28/2022		$200.00		
7525 Buccaneer Ave	Construction Maint.	Citation	7/28/2022		$250.00		
7811 Beach View Drive	Trash Cans	Citation	7/28/2022		$200.00		
1510 S Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Center Bay Drive	Construction Maint.	Citation	7/28/2022	$500.00			
7510 Coquina Drive	Bulk Trash	Warning	7/28/2022				
1700 N Treasure Drive	WWP	Citation	7/28/2022	$250.00			
1365 Bay Terrace	Trash Cans	Warning	7/30/2022				
7513 Adventure Ave	Trash Cans	Warning	7/30/2022				
7509 Adventure Ave	Trash Cans	Warning	7/30/2022				
7700 Miami View Drive	Trash Cans	Warning	7/30/2022				
7720 Miami View Drive	Trash Cans	Warning	7/30/2022				
7537 Mutiny Ave	Noise	Citation	7/30/2022	$250.00			
(35) Lien Searches							
				$2,750.00	$2,100.00		
	Code	**Statistics**	**Aug-22**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7920 East Drive	Bulk Trash	Warning	8/1/2022				
1780 Kennedy Cswy #111	Noise	Warning	8/1/2022				
Treasure Island	Prohibited Signs	Removed	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	8/3/2022				
7710 Miami View Drive	Noise	Warning	8/3/2022				
1800 Kennedy Cswy #109	Noise	Warning	8/4/2022				
7505 Adventure Ave	WWP	Warning	8/5/2022				
7549 Hispanola Ave	Noise	Citation	8/6/2022	$250.00			
1356 Bay Terrace	Landscape	Warning	8/6/2022				
7549 Hispanola Ave	Noise	Citation	8/8/2022		$250.00		
7536 Adventure Ave	Trash Cans	Citation	8/8/2022		$200.00		
Treasure Island	Derelict/Storage Vehicle	Warning	8/8/2022				
7700 Coquina Drive	Landscape / Trash	Warning	8/8/2022				
7915 East Drive	Bulk Trash	Warning	8/9/2022				
1365 Bay Terrace	Bulk Trash	Warning	8/10/2022				
1600 Kennedy Cswy	Trash	Citation	8/10/2022	$200.00			
1872 Kennedy Cswy	Noise	Citation	8/11/2022		$250.00		
7552 Cutlass Ave	WWP	Citation	8/11/2022	$250.00			
1701 N Treasure Drive #3	Landscape	Warning	8/11/2022				
23-3209-001-0013	Trash/Landscape	Warning	8/11/2022				
7918 West Drive	Construction Site Maint.	Warning	8/15/2022				
7621 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7801 Center Bay Drive	Construction Site Maint.	Citation	8/15/2022		$500.00		
7620 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7552 Cutlass Ave	WWP	Citation	8/17/2022		$250.00		
1800 Kennedy Cswy	Minimum Housing	Citation	8/18/2022	$250.00			
1356 Bay Terrace	Landscape	Citation	8/19/2022	$200.00			
7517 Buccaneer Ave	WWP	Citation	8/20/2022	$250.00			
7500 Beach View Drive	Noise	Citation	8/20/2022	$250.00			
7500 Beach View Drive	WWP	Citation	8/20/2022	$250.00			
7720 Center Bay Drive	Trash Cans	Citation	8/22/2022		$200.00		
7929 West Drive #903	Noise	Warning	8/24/2022				
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$200.00		
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$100.00		
7537 Mutiny Ave	Noise	Citation	8/24/2022		$250.00		
7915 East Drive	Bulk Trash	Warning	8/25/2022				
7918 West Drive	Open/Unsecure	Warning	8/25/2022				
Treasure Island	Derelict/StorageTrailer	Warning	8/27/2022				
7929 West Drive #903	Noise	Citation	8/29/2022	$200.00			
8000 West Drive	Bulk Trash	Warning	8/29/2022				
1331 Bay Terrace	Prohibited Sign	Removed	8/30/2022				

1356 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
1321 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
7420 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7611 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7610 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7600 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7531 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7630 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7721 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7730 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7731 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7620 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7611 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7701 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7721 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7730 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
(23) Lien Searches							
				$2,100.00	$2,200.00		
	Code	**Statistics**	**Sep-22**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1640 N Treasure Drive	Landscape	Warning	8/27/2022				
1670 N Treasure Drive	Landscape	Warning	8/27/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/27/2022				
7536 W Treasure Drive	Noise	Citation	9/1/2022	$250.00		No/Long Term	
7536 W Treasure Drive	Noise	Citation	9/2/2022	$500.00		No/Long Term	
Treasure Island	Derelict/Storage Vehicle	Warning	9/5/2022				
1600 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1872 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1725 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1400 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
8000 West Drive #405	Operating/Advertising	Warning	9/7/2022				
7517 Buccaneer Ave	WWP	Citation	9/7/2022		$250.00		
1600 Kennedy Cswy	Trash	Citation	9/7/2022		$200.00		
7401 Center Bay Drive	Landscape	Warning	9/8/2022				
7517 Hispanola Ave	Landscape	Warning	9/8/2022				
1670 S Treasure Drive	Noise	Citation	9/8/2022	$250.00			
7544 Mutiny Ave	WWP	Citation	9/8/2022	$250.00			
7500 Beach View Drive	Noise	Citation	9/9/2022		$250.00		
7500 Beach View Drive	WWP	Citation	9/9/2022		$250.00		
7531 Center Bay Drive	WWP	Citation	9/13/2022	$250.00			
1351 Bay Terrace	Bulk Trash	Warning	9/14/2022				
1600 Kennedy Cswy	Trash	Warning	9/14/2022				

1800 Kennedy Cswy	Minimum Housing	Citation	9/14/2022		$250.00		
7525 E Treasure Drive #504	Operating/Advertising	Warning	9/16/2022				
7525 E Treasure Drive	Operating/Advertising	Warning	9/16/2022				
7509 Mutiny Ave	Landscape	Warning	9/17/2022				
7600 Beach View Drive	Landscape	Warning	9/17/2022				
1508 Kennedy Cswy	Grafitti	Warning	9/19/2022				
1400 Kennedy Cswy	Prohibited Sign	Removed	9/19/2022				
7929 West Drive #903	Noise	Citation	9/19/2022		$200.00		
7517 Bounty Ave	WWP	Citation	9/20/2022	$250.00			
7517 Bounty Ave	Bulk Trash	Warning	9/20/2022				
7525 E Treasure Drive #708	Minimum Housing	Warning	9/21/2022				
7525 E Treasure Drive	Minimum Housing	Citation	9/21/2022	$250.00			
7710 Center Bay Drive	Bulk Trash	Warning	9/21/2022				
Harbor Island	Derelict/Storage Vehicle	Warning	9/22/2022				
Harbor Island	Derelict/Storage Scooter	Warning	9/22/2022				
Treasure Island	Abandoned Property	Warning	9/22/2022				
7931 East Drive	Trash	Warning	9/22/2022				
7501 Center Bay Drive	Bulk Trash	Warning	9/22/2022				
7731 Beach View Drive	WWP / Painting	Warning	9/22/2022				
7544 Mutiny Ave	WWP	Citation	9/22/2022		$250.00		
All Construction Sites	Order to Secure	Warning	9/23/2022				
7513 Bounty Ave	Noise	Citation	9/24/2022	$250.00			
All Construction Sites	Order to Secure	Warning	9/24/2022				
7531 Center Bay Drive	WWP	Citation	9/26/2022		$250.00		
7928 West Drive #510	WWP	Citation	9/27/2022	$250.00			
7517 Bounty Ave	WWP	Citation	9/27/2022		$250.00		
Harbor Island	Storage Trailer	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Warning	9/28/2022				
7508 W Treasure Drive	Open/Unsecure	Warning	9/28/2022				
7401 Center Bay Drive	Bulk Trash	Warning	9/28/2022				
1665 Kennedy Cswy	Property Maintenance	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	9/28/2022	$250.00			
1700 N Treasure Drive	WWP	Citation	9/29/2022		$250.00		
(32) Lien Searches							
				$2,750.00	$2,400.00		

	Code	**Statistics**	**Oct-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1601 Kennedy Cswy	Landscape	Warning	10/1/2022				
7508 W Treasure Drive	Noise	Citation	10/1/2022	$250.00			
7525 Buccaneer Ave	Noise	Citation	10/1/2022	$250.00			
7509 Mutiny Ave	Landscape/Trash	Citation	10/1/2022	$200.00			
7600 Beach View Drive	Landscape/Trash	Citation	10/1/2022	$200.00			

7500 W Treasure Drive	Landscape	Warning	10/1/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	10/3/2022		$250.00		
7508 W Treasure Drive	Noise	Citation	10/3/2022		$250.00		
7910 West Drive	Bulk Trash	Warning	10/3/2022				
7509 Mutiny Ave	Landscape	Citation	10/4/2022		$200.00		
7430 Beach View Drive	WWP	Citation	10/4/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Warning	10/4/2022				
7430 Beach View Drive	WWP	Citation	10/5/2022		$250.00		
7937 West Drive	Bulk Trash	Warning	10/5/2022				
7500 Center Bay Drive	Construction Site Maint.	Citation	10/5/2022	$250.00			
7939 West Drive	Trash	Warning	10/6/2022				
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
7531 Center Bay Drive	Noise	Citation	10/7/2022	$250.00			
7938 West Drive	Trash	Warning	10/7/2022				
7926 East Drive	Bulk Trash	Warning	10/10/2022				
1321 Bay Terrace	Bulk Trash	Warning	10/12/2022				
7513 Bounty Ave	Noise	Citation	10/12/2022	$250.00			
7513 Bounty Ave	WWP	Citation	10/12 2022	$250.00			
7910 West Drive	Bulk Trash	Warning	10/12/2022				
7531 Center Bay Drive	Noise	Citation	10/14/2022		$250.00		
1900 S Treasure Drive	Minimum Housing	Warning	10/14/2022				
Treasure Island	Prohibited Sign	Removed	10/14/2022				
7548 W Treasure Drive	Construction Site Maint.	Citation	10/15/2022	$250.00			
7508 W Treasure Drive	Special Magistrate	Order	10/17/2022		$3,000.00		
7922 East Drive	Vacant Lot Fee	Warning	10/17/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	10/18/2022	$250.00			
7941 West Drive #301	Special Magistrate	Order	10/18/2022		$800.00		
1780 Kennedy Cswy	WWP	Citation	10/18/2022	$250.00			
7401 Miami View Drive	Landscape	Warning	10/18/2022				
23-3209-001-0013	Vacant Lot Fee	Warning	10/19/2022		$250.00		
7500 Miami View Drive	Landscape	Warning	10/19/2022				
7500 Coquina Drive	WWP/Painting	Warning	10/19/2022				
7920 East Drive	Bulk Trash	Warning	10/20/2022				
7920 East Drive	Minimum Housing	Citation	10/20/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Citation	10/20/2022		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Warning	10/22/2022				
7500 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7531 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7934 West Drive #1105	Operating/Advertising	Warning	10/22/2022				
7904 West Drive #303	Operating/Advertising	Warning	10/22/2022				
7441 Coquina Drive	Noise	Citation	10/22/2022	$250.00			
Treasure Island	Prohibited Sign	Removed	10/24/2022				
Treasure Island	Prohibited Sign	Removed	10/24/2022				
7548 W Treasure Drive	Various	Warning	10/24/2022				

1555 Kennedy Cswy	Vacant Lot Fee	Warning	10/24/2022		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	10/24/2022		$250.00		
7600 Beach View Drive	Landscape	Citation	10/24/2022		$200.00		
1701 N Treasure Drive #2	Landscape	Warning	10/25/2022				
7530 Beach View Drive	Bulk Trash	Warning	10/26/2022				
Treasure Island	Prohibited Sign	Removed	10/27/2022				
7500 Center Bay Drive	ROW Violation	Warning	10/27/2022				
1670 S Treasure Drive	Noise	Citation	10/27/2022		$250.00		
7421 Miami View Drive	WWP	Citation	10/27/2022	$250.00			
1800 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1790 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1780 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1770 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
8000 West Drive	Parking Violations	Warning	10/28/2022				
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022	$250.00			
1820 S Treasure Drive	WWP	Citation	10/28/2022		$250.00		
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022		$250.00		
(23) Lien Searches							
				$5,400.00	$7,200.00		

	Code	**Statistics**	**Nov-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 Bounty Ave	WWP	Citation	11/1/2022		$250.00		
7513 Bounty Ave	Noise	Citation	11/1/2022		$250.00		
7545 E Treasure Drive	WWP	Citation	11/1/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	11/1/2022				
1359 Bay Terrace	Bulk Trash	Warning	11/1/2022				
7928 West Drive #510	WWP/SWO	Citation	11/2/2022	$250.00			
23-3209-008-1200	Vacant Lot Fee	Warning	11/2/2022		$250.00		
7525 Buccaneer Ave	Noise	Citation	11/3/2022		$250.00		
23-3209-008-1210	Vacant Lot Fee	Warning	11/3/2022		$250.00		
1900 S Treasure Drive	Minimum Housing	Warning	11/2/2022				
7910 West Drive	Bulk Trash	Warning	11/1/2022				
7401 Beach View Drive	Vacant Lot Fee	Warning	11/4/2022		$250.00		
7918 West Drive	Noise	Citation	11/5/2022	$250.00			
7711 Miami View Drive	Noise	Citation	11/5/2022	$250.00			
All Construction Sites	Order to Secure	Warning	11/7/2022				
7933 West Drive	Bulk Trash	Warning	11/7/2022				
7920 East Drive	Bulk Trash	Citation	11/7/2022	$200.00			
1401 Kennedy Cswy	Bulk Trash	Warning	11/8/2022				
23-3209-033-0001	Minimum Housing	Citation	11/8/2022		$250.00		
Various Locations	Order to Secure	Warning	11/8/2022				
1365 Bay Terrace	Trash Cans	Warning	11/8/2022				

7721 Miami View Drive	Bulk Trash	Warning	11/8/2022				
1665 Kennedy Cswy	Graffiti	Warning	11/10/2022				
7631 Miami View Drive	Trash Cans	Warning	11/9/2022				
7931 East Drive	Property Maintenance	Warning	11/10/2022				
1865 Kennedy Cswy #3A	Special Magistrate	Order	11/15/2022		$1,500.00		
1401 Kennedy Cswy	Graffiti	Warning	11/15/2022				
1624 Kennedy Cswy	WWP	Citation	11/17/2022	$250.00			
7525 E Treasure Drive	Minimum Housing	Citation	11/17/2022		$250.00		
7920 East Drive	Minimum Housing	Citation	11/17/2022	$250.00			
7910 West Drive	Special Magistrate	Order	11/18/2022		$1,900.00		
1690 S Treasure Drive	Special Magistrate	Order	11/18/2022		$2,900.00		
Treasure Island	Prohibited Sign	Removed	11/21/2022				
7504 Adventure Ave	Bulk Trash	Warning	11/21/2022				
7918 West Drive	Blocking ROW	Warning	11/21/2022				
1455 N Treasure Drive	Minimum Housing	Warning	11/21/2022				
7918 West Drive	Noise	Citation	11/21/2022		$250.00		
1624 Kennedy Cswy	WWP	Citation	11/21/2022		$250.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0270	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0250	Vacant Lot Fee	Warning	11/23/2022				
7940 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7938 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7548 W Treasure Drive	Construction Site Maint.	Warning	11/24/2022				
1700 Kennedy Cswy #110	Prohibited Sign	Warning	11/22/2022				
7918 West Drive	Construction Site Maint.	Citation	11/27/2022	$500.00			
1790 S Treasure Drive #4A	WWP	Citation	11/28/2022	$250.00			
7904 West Drive	Minimum Housing	Warning	11/28/2022				
1555 Kennedy Cswy	Landscape	Warning	11/29/2022				
1725 Kennedy Cswy	Various	Warning	11/29/2022				
7904 West Drive	Noise	Warning	11/30/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/29/2022		$250.00		
(31) Lien Searches							
				$2,450.00	$9,050.00		

	Code	**Statistics**	**Dec-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1755 Kennedy Cswy	Trash	Warning	12/2/2022				
7509 Mutiny Ave	Noise	Citation	12/3/2022	$250.00			
7938 West Drive	Vacant Lot Fee	Warning	12/5/2022		$250.00		
7940 West Drive	Vacant Lot Fee	Warning	12/5/2022		$250.00		
1530 Kennedy Cswy	WWP	Citation	12/5/2022	$250.00			

7920 East Drive	Minimum Housing	Warning	12/5/2022				
1900 S Treasure Drive	WWP	Citation	12/6/2022	$250.00			
7500 Center Bay Drive	Special Magistrate	Order	12/6/2022		$6,000.00		
Treasure Island	Derelict Vehicle	Warning	12/7/2022				
7509 Mutiny Ave	Blocking ROW	Warning	12/7/2022				
7525 E Treasure Drive	Bulk Trash	Warning	12/8/2022				
7731 Miami View Drive	Bulk Trash	Warning	12/8/2022				
7920 East Drive	Minimum Housing	Citation	12/8/2022	$250.00			
1470 S Treasure Drive	Noise	Citation	12/7/2022		$100.00		
7509 Mutiny Ave	Noise	Citation	12/8/2022		$250.00		
1356 Bay Terrace	Stagnant Water	Warning	12/10/2022				
7505 Cutlass Ave	Noise	Citation	12/10/2022				
8000 West Drive	Landscape	Warning	12/12/2022				
7548 W Treasure Drive	Construction Site Maint.	Citation	12/12/2022	$500.00			
7710 Miami View Drive	Bulk Trash	Warning	12/13/2022				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	12/13/2022		$250.00		
1670 S Treasure Drive	Construction Site Maint.	Warning	12/15/2022				
7505 Bounty Ave	WWP	Citation	12/16/2022		$250.00		
7721 Coquina Drive	Landscape	Warning	12/15/2022				
7529 Mutiny Ave	Landscape	Warning	12/16/2022				
7631 Miami View Drive	Landscape	Warning	12/16/2022				
7720 Miami View Drive	Noise	Warning	12/17/2022				
1356 Bay Terrace	Noise	Warning	12/17/2022				
7701 Miami View Drive	Noise	Citation	12/17/2022	$250.00			
1530 Kennedy Cswy	WWP	Citation	12/16/2022		$250.00		
1900 S Treasure Drive	WWP	Citation	12/19/2022		$250.00		
Treasure Island	Prohibited Sign	Removed	12/20/2022				
Treasure Island	Prohibited Sign	Removed	12/20/2022				
1630 S Treasure Drive	Vacant Lot Fee	Warning	12/20/2022		$250.00		
7910 West Drive	Trash	Warning	12/21/2022				
7552 Mutiny Ave	Bulk Trash	Warning	12/21/2022				
7711 Miami View Drive	WWP	Citation	12/21/2022	$250.00			
7701 Miami View Drive	Bulk Trash	Warning	12/21/2022				
1680 S Treasure Drive	Bulk Trash	Warning	12/21/2022				
7711 Miami View Drive	WWP	Citation	12/21/2022	$250.00			
7710 Miami View Drive	Trash	Warning	12/22/2022				
1356 Bay Terrace	Noise	Warning	12/26/2022				
7600 Beach View Drive	WWP	Citation	12/27/2022	$250.00			
7920 East Drive	Minimum Housing	Citation	12/27/2022		$250.00		
1550 Kennedy Cswy	Bulk Trash	Warning	12/27/2022				
7920 East Drive	Trash	Citation	12/27/2022		$200.00		
7533 Bounty Ave	Noise	Warning	12/27/2022				
1356 Bay Terrace	Landscape	Citation	12/28/2022		$200.00		
1356 Bay Terrace	WWP	Citation	12/28/2022		$250.00		
8000 West Drive	Landscape	Warning	12/29/2022				

(43) Lien Searches							
				$2,500.00	$9,000.00		
	Code	**Statistics**	**Jan-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1550 Kennedy Cswy	Bulk Trash	Warning	1/3/2023				
7549 Bounty Ave	Landscape	Citation	1/3/2023		$1,000.00		
7631 Miami View Drive	Construction Site Maint.	Warning	1/3/2023				
Harbor Island	Derelict Vehicle	Warning	1/4/2023				
7925 East Drive	Property Maintenance	Warning	1/4/2023				
1872 Kennedy Cswy	Construction Mesh	Warning	1/4/2023				
7548 W Treasure Drive	Construction Mesh	Warning	1/4/2023				
7531 Miami View Drive	Bulk Trash	Warning	1/4/2023				
7631 Miami View Drive	Construction Mesh	Warning	1/4/2023				
7801 Center Bay Drive	Construction Mesh	Warning	1/4/2023				
7711 Center Bay Drive	Bulk Trash	Warning	1/4/2023				
1790 S Treasure Drive #4A	WWP	Citation	1/4/2023		$250.00		
7400 Beach View Drive	Bulk Trash	Warning	1/5/2023				
7711 Miami View Drive	WWP	Citation	1/5/2023		$250.00		
1440 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
1666 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
7631 Miami View Drive	Landscape	Citation	1/5/2023	$200.00			
7513 Mutiny Ave	Noise	Warning	1/7/2023				
7529 Mutiny Ave	Noise	Citation	1/7/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	1/9/2023				
7620 Beach View Drive	Bulk Trash	Warning	1/11/2023				
7800 Hispanola Ave	Bulk Trash	Warning	1/12/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
1780 Kennedy Cswy	Minimum Housing	Warning	1/14/2023				
7920 East Drive	Minimum Housing	Warning	1/15/2023				
7500 Beach View Drive	Noise	Warning	1/16/2023				
7410 Coquina Drive	Noise	Warning	1/16/2023				
23-3209-001-0013	Noise	Warning	1/16/2023				
23-3209-014-0190	Trash	Warning	1/16/2023				
7525 E Treasure Drive	Bulk Trash	Warning	1/16/2023				
1600 Kennedy Cswy	Graffiti	Warning	1/17/2023				
1600 Kennedy Cswy	Trash	Removed	1/17/2023				
7929 West Drive	Bulk Trash	Warning	1/17/2023				
7601 Coquina Drive	Bulk Trash	Warning	1/17/2023				
1666 Kennedy Cswy	Property Maintenance	Warning	1/19/2023				
7721 Coquina Drive	Landscape	Warning	1/20/2023				
Treasure Island	Derelict Vehicle	Warning	1/23/2023				
7925 East Drive	Blocking ROW	Removed	1/24/2023				

1450 S Treasure Drive	Noise	Warning	1/24/2023				
7904 West Drive #601	WWP	Citation	1/25/2023	$250.00			
7904 West Drive #1016	WWP	Citation	1/25/2023	$250.00			
1750 S Treasure Drive	Noise	Citation	1/26/2023		$500.00		
8000 West Drive	BTR	Warning	1/26/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	1/27/2023		$250.00		
23-3209-001-0250	Vacant Lot Fee	Warning	1/27/2023		$250.00		
8000 West Drive #807	Noise	Citation	1/27/2023		$250.00		
7610 Center Bay Drive	WWP	Citation	1/28/2023	$250.00			
7531 Beach View Drive	Noise	Citation	1/28/2023	$250.00			
7517 Bounty Ave	Noise	Warning	1/28/2023				
7901 Hispanola Ave	Trash	Citation	1/30/2023	$200.00			
1400 Kennedy Cswy	Prohibited Sign	Removed	1/30/2023				
1601 Kennedy Cswy	Property Maintenance	Warning	1/30/2023				
7909-7911 East Drive	Special Magistrate	Order	1/30/2023		$2,000.00		
7610 Center Bay Drive	WWP	Citation	1/30/2023		$250.00		
(23) Lien Searches							
				$1,650.00	$5,000.00		
	Code	**Statistics**	**Feb-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Bulk Trash	Warning	2/1/2023				
7529 Mutiny Ave	Blocking ROW	Warning	2/1/2023				
1865 Kennedy Cswy	Trash	Citation	2/1/2023	$200.00			
7545 Cutlass Ave	Bulk Trash	Warning	2/1/2023				
7904 West Drive #1016	WWP	Citation	2/1/2023		$250.00		
1700 N Treasure Drive	Special Magistrate	Order	2/1/2023		$1,500.00		
7904 West Drive	Construction Site Maint.	Warning	2/2/2023				
1356 Bay Terrace	Construction Site Maint.	Warning	2/2/2023				
7556 W Treasure Drive	Noise	Citation	2/6/2023	$250.00		Yes	1
7945 East Drive #106	Minimum Housing	Warning	2/7/2023				
7945 East Drive #207	Minimum Housing	Warning	2/7/2023				
7801 Center Bay Drive	Trash	Warning	2/7/2023				
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$500.00		
1865 Kennedy Cswy	Trash	Citation	2/9/2023		$200.00		
7631 Miami View Drive	Landscape	Citation	2/10/2023		$200.00		
1601- 47 N Treasure Drive	WWP	Citation	2/10/2023		$250.00		
7510 Coquina Drive	Trash Cans	Warning	2/11/2023				
7530 Miami View Drive	Trash Cans	Warning	2/11/2023				
7631 Miami View Drive	Bulk Trash	Warning	2/11/2023				
7441 Coquina Drive	Noise	Citation	2/13/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	2/14/2023				

8000 West Drive	Noise	Citation	2/14/2023		$250.00		
1735 N Treasure Drive	Graffiti	Warning	2/15/2023				
7529 Mutiny Ave	Construction Site Maint.	Warning	2/15/2023				
7920 East Drive	Minimum Housing	Warning	2/15/2023				
7556 W Treasure Drive	Noise	Citation	2/15/2023		$250.00		
7510 Coquina Drive	Bulk Trash	Warning	2/16/2023				
7600 Beach View Drive	WWP	Citation	2/16/2023		$250.00		
7421 Miami View Drive	WWP	Citation	2/17/2023		$250.00		
7501 E Treasure Drive	Noise	Citation	2/18/2023	$250.00			
1580 S Treasure Drive	Noise	Citation	2/18/2023	$250.00		Yes	1
1801 S Treasure Drive	Noise	Warning	2/20/2023				
7529 Mutiny Ave	Noise	Warning	2/20/2023				
7910 West Drive #104	WWP	Citation	2/20/2023	$250.00			
8000 West Drive	Trash	Warning	2/20/2023				
7509 Adventure Ave	Bulk Trash	Warning	2/21/2023				
7922 East Drive	Prohibited Sign	Warning	2/21/2023				
7533 Adventure Ave	WWP	Citation	2/21/2023		$250.00		
1580 S Treasure Drive	Noise	Citation	2/21/2023		$250.00		
7904 West Drive #517	WWP	Citation	2/21/2023		$250.00		
1666 Kennedy Cswy #607	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #200	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #412	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #600	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #208	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU9	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU6	BTR	Warning	2/22/2023				
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,100.00		
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,125.00		
1666 Kennedy Cswy #409	BTR	Waq	2/22/2023				
7601 E Treasure Dr #21B	BTR	Warning	2/23/2023				
7529 Mutiny Ave	WWP	Citation	2/23/2023		$250.00		
7529 Mutiny Ave	Noise	Citation	2/23/2023		$250.00		
Treasure Island	(7) Prohibited Signs	Removed	2/25/2023				
1440 S Treasure Drive	Open/Unsecured	Warning	2/28/2023				
Treasure Island	Derelict Vehicle	Warning	2/28/2023				
(12) Lien Searches							
				$1,200.00	$7,875.00		
	Code	**Statistics**	**Mar-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1681 Kennedy Cswy	Bulk Trash	Warning	3/2/2023				
7928 West Drive #510	Operating/Advertising	Warning	3/2/2023				
1601-1647 N Treasure Dr	Special Magistrate	Order	3/3/2023		$4,000.00		

7901 Hispanola Ave	Trash	Citation	3/3/2023		$200.00		
7533 Mutiny Ave	Noise	Warning	3/4/2023				
7549 Bounty Ave	WWP	Citation	3/4/2023	$250.00			
7600 Miami View Drive	Noise	Warning	3/4/2023				
7431 Coquina Drive	WWP	Citation	3/4/2023	$250.00			
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
1666 Kennedy Cswy #400	BTR	Warning	3/7/2023				
1681 Kennedy Cswy	BTR	Warning	3/7/2023				
7525 E Treasure Drive	BTR	Warning	3/7/2023				
7549 Bounty Ave	WWP	Citation	3/7/2023		$250.00		
7545 E Treasure Drive #8A	WWP	Citation	3/8/2023	$250.00			
7931 East Drive	Trash	Citation	3/9/2023	$200.00			
1624 Kennedy Cswy	WWP	Citation	3/8/2023				
7910 West Drive #104	WWP	Citation	3/10/2023		$250.00		
7510 Coquina Drive	Parking Standards	Warning	3/11/2023				
7800 Beach View Drive	Parking Standards	Warning	3/11/2023				
8000 West Drive	Trash	Warning	3/14/2023				
7545 E Treasure Drive	Trash	Warning	3/14/2023				
7601 E Treasure Drive	Trash	Warning	3/14/2023				
1755 Kennedy Causeway	Property Maintenance	Warning	3/14/2023				
7920 East Drive	Bulk Trash	Warning	3/14/2023				
7529 Mutiny Ave	Blocking ROW	Warning	3/15/2023				
7925 West Drive	Trash	Warning	3/15/2023				
7509 Mutiny Ave	Noise	Warning	3/15/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Warning	3/15/2023	$250.00			
1800 S Treasure Drive	Operating/Advertising	Warning	3/16/2023				
7601 E Treasure Dr #101	BTR	Warning	3/16/2023				
7545 E Treasure Dr #8A	WWP	Citation	3/16/2023		$250.00		
1624 Kennedy Cswy	WWP	Citation	3/16/2023		$250.00		
7601 E Treasure Dr #CU3	BTR	Warning	3/16/2023				
7533 Adventure Ave	Special Magistrate	Order	3/16/2023		$2,500.00		
7601 E Treasure Dr #CU14	BTR	Warning	3/16/2023				
7601 E Treasure Dr #CU19	BTR	Warning	3/16/2023				
7509 Mutiny Ave	Noise	Citation	3/18/2023	$500.00			
7940 West Drive	Noise	Citation	3/18/2023	$250.00			
7421 Center Bay Drive	WWP	Citation	3/18/2023	$250.00			
1624 Kennedy Causeway	Noise	Citation	3/18/2023	$250.00			
1321 Bay Terrace	Bulk Trash	Warning	3/20/2023				

7509 Mutiny Ave	Noise	Warning	3/20/2023				
1480 S Treasure Drive	Noise	Warning	3/20/2023				
7545 W Treasure Drive	Noise	Citation	3/20/2023		$250.00		
7509 Mutiny Ave	Noise	Citation	3/20/2023		$500.00		
1624 Kennedy Causeway	Noise	Citation	3/20/2023		$250.00		
1750 S Treasure Drive	Bulk Trash	Warning	3/21/2023				
8020 East Drive #112	Noise	Warning	3/21/2023				
1800 S Treasure Dr #3H	Noise	Warning	3/21/2023				
7525 Buccaneer Ave	Noise	Warning	3/21/2023				
7921 East Drive	Bulk Trash	Warning	3/21/2023				
7501 E Treasure Drive	Noise	Warning	3/21/2023				
7548 Adventure Ave	Trash	Warning	3/21/2023				
7431 Coquina Drive	WWP	Citation	3/22/2023		$250.00		
7531 Beach View Drive	Noise	Citation	3/22/2023		$250.00		
7922 East Drive	Zoning Violation	Warning	3/22/2023				
1570 S Treasure Drive	WWP	Citation	3/22/2023	$250.00			
7940 West Drive	Noise	Citation	3/22/2023		$250.00		
7508 W Treasure Drive	Trash	Warning	3/23/2023				
7516 W Treasure Drive	Trash	Warning	3/23/2023				
7553 W Treasure Drive	Landscape	Warning	3/23/2023				
7501 Adventure Ave	Landscape	Citation	3/24/2023		$200.00		
7501 Adventure Ave	Landscape	Citation	3/24/2023		$250.00		
7511 Coquina Drive	Noise	Citation	3/25/2023	$250.00			
7945 East Drive #207	WWP	Citation	3/25/2023	$250.00			
1540 S Treasure Drive	Trash Cans	Warning	3/25/2023				
7801 Center Bay Drive	Noise	Warning	3/27/2023				
7511 Coquina Drive	Trash	Warning	3/27/2023				
7421 Miami View Drive	WWP	Citation	3/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	3/29/2023				
7929 West Drive	Bulk Trash	Warning	3/29/2023				
7513 Bounty Ave	WWP	Citation	3/30/2023	$250.00			
1620 N Treasure Drive	WWP	Citation	3/31/2023	$250.00			
7910 Harbor Island Dr #1103	WWP	Citation	3/31/2023	$250.00			
7601 E Treasure Dr #1717	Noise	Citation	3/31/2023	$250.00	$250.00		
7801 Miami View Drive	Parking Standards	Warning	3/31/2023				
(38) Lien Searches							
				$4,700.00	$10,150.00		

	Code	**Statistics**	**Apr-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7510 Beach View Drive	Noise	Warning	4/1/2023				
7541 Mutiny Ave	WWP	Citation	4/1/2023	$250.00			
7537 Mutiny Ave	Noise	Citation	4/1/2023	$250.00			

1345 Kennedy Cswy	Graffiti	Warning	4/3/2023				
7910 Harbor Island Dr #1103	WWP	Citation	4/4/2023		$250.00		
7700 Center Bay Drive	Landscape	Warning	4/4/2023				
7929 West Drive	Bulk Trash	Warning	4/4/2023				
8000 West Drive	Noise	Warning	4/4/2023				
7548 Adventure Ave	Trash	Warning	4/5/2023				
1601 Kennedy Cswy	Derelict Vehicle	Warning	4/5/2023				
Harbor Island	Prohibited Sign	Removed	4/5/2023				
Treasure Island	Prohibited Sign	Removed	4/5/2023				
8000 West Drive	Noise	Citation	4/6/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Citation	4/7/2023		$250.00		
7541 Mutiny Ave	Noise	Citation	4/7/2023		$250.00		
7553 W Treasure Drive	Landscape	Citation	4/8/2023	$200.00			
7501 E Treasure Drive	Noise	Citation	4/12/2023		$250.00		
1800 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1820 S Treasure Drive	Building Certification	Warning	4/14/2023				
1850 S Treasure Drive	Building Certification	Warning	4/14/2023				
1790 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1780 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1770 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1601-1647 N Treasure Drive	Building Certification	Warning	4/14/2023				
1819-1855 Kennedy Cswy	Building Certification	Warning	4/14/2023				
7946 West Drive	Building Certification	Warning	4/14/2023				
7511 Coquina Drive	Noise	Citation	4/14/2023		$250.00		
1820 S Treasure Drive	Special Magistrate	Order	4/14/2023		$1,800.00		
1600 Kennedy Cswy	Property Maintenance	Warning	4/17/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	4/17/2023				
7945 East Treasure Dr #207	WWP	Citation	4/19/2023		$250.00		
1620 N Treasure Drive	WWP	Citation	4/19/2023		$250.00		
7946 East Drive	Unsafe Structure	Unsafe	4/20/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
7921 East Drive	Bulk Trash	Warning	4/24/2023				
7946 East Drive	Unsafe Structure	Warning	4/25/2023				
1356 Bay Terrace	Landscape	Warning	4/26/2023				
7810 Coquina Drive	Bulk Trash	Warning	4/27/2023				
7501 Adventure Ave	Landscape	Warning	4/27/2023				
7510 Coquina Drive	Bulk Trash	Warning	4/27/2023				
(13) Lien Searches							
				$950.00	$3,550.00		
	Code	**Statistics**	**May-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes

7553 Bounty Ave	Construction Site Maint.	Warning	5/1/2023				
7501 Adventure Ave	Landscape	Warning	5/1/2023				
7500 E Treasure Drive	Noise	Citation	5/1/2023	$250.00			
1700 Kennedy Cswy #136	Noise	Warning	5/2/2023				
7913 West Drive	Construction Site Maint.	Warning	5/3/2023				
1801 S Treasure Dr #526	WWP	Citation	5/4/2023	$250.00			
7711 Beach view Drive	Construction Site Maint.	Warning	5/4/2023				
7509 Mutiny Ave	Noise	Citation	5/4/2023		$250.00		
7537 Mutiny Ave	Noise	Citation	5/4/2023		$250.00		
7500 E Treasure Drive	Noise	Citation	5/4/2023		$250.00		
1570 S Treasure Drive	WWP	Citation	5/8/2023		$250.00		
7510 Beach View Drive	Property Maintenance	Warning	5/8/2023				
7441 Center Bay Drive	Bulk Trash	Warning	5/8/2023				
1755 Kennedy Cswy	Trash	Warning	5/8/2023				
1570 S Treasure Drive	Noise	Citation	5/8/2023		$100.00		
1356 Bay Terrace	Fence	Warning	5/10/2023				
7731 Coquina Drive	WWP	Citation	5/11/2023	$250.00			
1880 S Treasure Drive	WWP	Citation	5/11/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	5/11/2023				
7927 East Drive	Trash	Warning	5/15/2023				
7927 East Drive	Trash	Citation	5/16/2023		$200.00		
7620 Coquina Drive	Construction Site Maint.	Warning	5/16/2023				
7401 Miami View Drive	Landscape	Warning	5/16/2023				
Treasure Island	Prohibited Sign	Removed	5/16/2023				
7700 Center Bay Drive	Landscape	Warning	5/16/2023				
7440 Miami View Drive	Bulk Trash	Warning	5/16/2023				
7525 E Treasure Dr #912	Operating/Advertising	Warning	5/16/2023				
7920 East Drive	Bulk Trash	Warning	5/16/2023				
7421 Center Bay Drive	Noise	Citation	5/17/2023		$250.00		
1480 S Treasure Drive	Bulk Trash	Warning	5/17/2023				
7904 West Drive #516	WWP	Citation	5/17/2023	$250.00			
1872 Kennedy Cswy	Graffiti	Warning	5/18/2023				
1872 Kennedy Cswy	Trash/Bulk Trash	Warning	5/18/2023				
7918 West Drive	Noise	Citation	5/19/2023		$500.00		
7621 Coquina Drive	Noise	Citation	5/20/2023	$250.00			
7904 West Drive #104	WWP	Citation	5/22/2023	$250.00			
1620 N Treasure Drive	Landscape	Warning	5/23/2023				
7513 Bounty Ave	WWP	Citation	5/25/2023		$250.00		
1801 S Treasure Dr #526	WWP	Citation	5/25/2023		$250.00		
1624 Kennedy Cswy	Bulk Trash	Warning	5/25/2023				
7401 Center Bay Drive	Blocking ROW	Warning	5/25/2023				
7904 West Drive #515	Operating/Advertising	Citation	5/25/2023	$250.00			
7904 West Drive #515	BTR	Citation	5/25/2023	$100.00			
7601 E Treasure Drive	Illicit Discharge	Citation	5/26/2023	$250.00			
7601 E Treasure Drive	Trash	Citation	5/26/2023	$200.00			
7504 W Treasure Drive	Bulk Trash	Warning	5/26/2023				

1455 N Treasure Dr #7B	Noise	Citation	5/28/2023	$250.00			
7401 Miami View Drive	Landscape	Citation	5/30/2023	$200.00			
1872 Kennedy Cswy	Landscape	Citation	5/30/2023	$200.00			
1872 Kennedy Cswy	Trash	Citation	5/30/2023	$200.00			
1820 S Treasure Drive	Special Magistrate	Order	5/30/2023		$1,600.00		
7510 Beach View Drive	Minimum Housing	Citation	5/31/2023	$250.00			
7501 E Treasure Drive	Trash	Warning	5/31/2023				
(31) Lien Searches							
				$3,650.00	$4,150.00		
	Code	**Statistics**	**Jun-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1356 Bay Terrace	Fence	Warning	6/1/2023				
7904 West Drive #515	WWP	Citation	6/1/2023		$250.00		
7904 West Drive #515	BTR	Citation	6/1/2023		$100.00		
1666 Kennedy Cswy	Noise	Warning	6/3/2023				
7545 Hispanola Ave	Noise	Citation	6/3/2023	$250.00			
8020 East Drive #214	Bulk Trash	Warning	6/3/2023				
7553 Bounty Ave	WWP	Citation	6/5/2023	$250.00			
7928 West Drive #510	Operating/Advertising	Citation	6/5/2023	$250.00			
7928 West Drive #510	BTR	Citation	6/5/2023	$100.00			
Treausre Island	Prohibited Sign	Removed	6/6/2023				
7556 Bounty Ave	Bulk Trash	Warning	6/6/2023				
8000 West Drive	Noise	Citation	6/7/2023		$250.00		
8000 West Drive	Noise	Citation	6/7/2023		$250.00		
7904 West Drive #809	WWP	Citation	6/7/2023	$250.00			
7904 West Drive #515	WWP	Citation	6/7/2023	$250.00			
7904 Wesy Drive #809	WWP	Citation	6/7/2023		$250.00		
7501 E Treasure Dr #10N	WWP	Citation	6/8/2023	$250.00			
7601 E Treasure Dr CU25	Illicit Discharge	Citation	6/8/2023		$250.00		
7601 E Treasure Drive	Trash	Citation	6/8/2023		$200.00		
7925/7927 East Drive	Landscape/Trash	Warning	6/10/2023				
7509 Mutiny Ave	Noise	Citation	6/10/2023	$250.00			
7920 East Drive	Property Maintenance	Warning	6/12/2023				
7516 W Treasure Drive	Fence Maintenance	Warning	6/12/2023				
7501 E Treasure Dr #10N	WWP	Citation	6/12/2023		$250.00		
7531 Center Bay Drive	Bulk Trash	Warning	6/13/2023				
7904 West Drive	Trash	Warning	6/13/2023				
7934 West Drive	Trash	Warning	6/13/2023				
Treasure Island	Prohibited Sign	Removed	6/13/2023				
7532 Hispanola Ave	Illicit Discharge	Warning	6/14/2023				
7920 East Drive	Illicit Discharge	Warning	6/14/2023				
1872 Kennedy Causeway	Landscape	Citation	6/16/2023		$200.00		

1872 Kennedy Causeway	Trash	Citation	6/16/2023		$200.00		
7904 West Drive #516	WWP	Citation	6/20/2023		$250.00		
7904 West Drive #903	WWP	Citation	6/22/2023	$250.00			
7553 W Treasure Drive	Landscape	Citation	6/22/2023		$200.00		
7536 Mutiny Ave	WWP	Citation	6/22/2023	$250.00			
1540 S Treasure Drive	Operating/Advertising	Warning	6/23/2023				
7553 W Treasure Drive	WWP	Citation	6/23/2023	$250.00			
1440 S Treasure Drive	Noise	Warning	6/24/2023				
7500 Beach View Drive	Bulk Trash	Warning	6/24/2023				
7509 Mutiny Ave	Noise	Citation	6/26/2023		$500.00		
7410 Beach View Drive	Stagnant Water	Warning	6/26/2023				
7509 Mutiny Ave	Noise	Citation	6/26/2023		$500.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	6/26/2023				
1356 Bay Terrace	Landscape / Fence	Warning	6/26/2023				
7421 Miami View Drive	WWP	Citation	6/28/2023		$250.00		
1508 Kennedy Causeway	WWP	Citation	6/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	6/29/2023				
7920 East Drive	Bulk Trash	Warning	6/29/2023				
7928 West Drive #510	Operating/Advertising	Citation	6/29/2023	$250.00			
7928 West Drive #510	BTR	Citation	6/29/2023	$100.00			
(45) Lien Searches							
				$3,200.00	$3,900.00		

	Code	**Statistics**	**Jul-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7532 Hispanola Ave	Landscape	Warning	7/1/2023				
1800 Kennedy Cswy #301A	Noise	Citation	7/1/2023	$250.00			
1800 Kennedy Cswy #301A	WWP	Citation	7/1/2023	$250.00			
7520 Coquina Drive	Noise	Warning	7/1/2023				
7536 Mutiny Ave	Noise	Warning	7/1/2023				
7537 Buccaneer Ave	Prohibited Signs	Warning	7/1/2023				
7544 Buccaneer Ave	Noise	Warning	7/1/2023				
Harbor Island	Prohibited Sign	Removed	7/3/2023				
1601 Kennedy Cswy	Graffiti	Warning	7/5/2023				
1400 Kennedy Cswy	Bulk Trash	Warning	7/5/2023				
1872 Kennedy Cswy	Trash	Warning	7/5/2023				
7544 Buccaneer Ave	WWP	Citation	7/5/2023	$250.00			
7400 Coquina Drive	Trash	Warning	7/5/2023				
7940 West Drive	Fence Maintenance	Citation	7/6/2023		$200.00		
7621 Coquina Drive	Noise	Citation	7/6/2023		$250.00		
7938 West Drive	Landscape	Citation	7/6/2023		$200.00		
7940 West Drive	Landscape	Citation	7/6/2023		$400.00		
1820 S Treasure Drive	WWP	Citation	7/10/2023	$250.00			

7500 Center Bay Drive	Construction Site Maint.	Warning	7/10/2023				
1356 Bay Terrace	Bulk Trash	Warning	7/10/2023				
7801 Beach View Drive	Bulk Trash	Warning	7/10/2023				
7545 Hispanola Ave	Noise	Citation	7/10/2023		$250.00		
7517 Bounty Ave	Special Magistrate	Order	7/11/2023		$1,400.00		
7500 Bounty Ave	Vessel Violation	Warning	7/11/2023				
Treasure Island	Derelict Vehicle	Warning	7/11/2023				
1800 S Treasure Drive	Bulk Trash	Warning	7/12/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/12/2023	$250.00			
1755 Kennedy Cswy	WWP	Citation	7/12/2023	$250.00			
7937 West Drive	WWP	Citation	7/13/2023	$250.00			
7927 East Drive	Landscape	Citation	7/13/2023	$200.00			
7915 East Drive	Blocking ROW	Warning	7/13/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/13/2023		$250.00		
7510 Coquina Drive	Noise	Citation	7/15/2023	$250.00		Yes	1
7525 Adventure Ave	Noise	Citation	7/15/2023	$250.00			
7731 Coquina Drive	WWP	Citation	7/14/2023		$250.00		
7904 West Drive #602	WWP	Citation	7/17/2023	$250.00			
7401 Miami View Drive	Landscape	Warning	7/17/2023				
7525 Adventure Ave	Noise	Citation	7/17/2023		$250.00		
1508 Kennedy Cswy	WWP	Citation	7/18/2023		$250.00		
7904 West Drive #515	WWP	Citation	7/19/2023		$250.00		
7801 Miami View Drive	WWP	Citation	7/20/2023	$250.00		Yes	1
7937 West Drive	WWP	Citation	7/20/2023		$250.00		
7410 Beach View Drive	Stagnant Water	Warning	7/20/2023				
1872 Kennedy Cswy	WWP	Citation	7/20/2023	$250.00			
1657 N Treasure Drive	WWP	Citation	7/22/2023	$250.00			
Harbor Island	Prohibited Signs	Removed	7/22/2023				
1440 S Treasure Drive	Noise	Citation	7/22/2023	$250.00			
7536 Adventure Ave	Noise	Citation	7/24/2023	$250.00		Yes	1
1657 N Treasure Drive	WWP	Citation	7/24/2023		$250.00		
Harbor Island	Derelict Vehicle	Warning	7/24/2023				
7536 Adventure Ave	Noise	Citation	7/24/2023		$250.00		
7601 E Treasure Dr #1816	Noise	Citation	7/25/2023		$250.00		
7525 E Treasure Drive	Bulk Trash	Warning	7/25/2023				
1872 Kennedy Cswy	Trash	Citation	7/26/2023		$200.00		
7544 Buccaneer Ave	WWP	Citation	7/26/2023		$250.00		
1872 Kennedy Cswy	WWP	Citation	7/26/2023		$250.00		
7601 E Treasure Dr PH215	Noise	Citation	7/27/2023		$250.00		
1780 Kennedy Cswy	Special Magistrate	Citation	7/28/2023		$1,700.00		
7918 West Drive	Noise	Citation	7/28/2023	$750.00			
1800 S Treasure Drive	Bulk Trash	Warning	7/31/2023				
(84) Lien Searches							
				$4,700.00	$7,600.00		

	Code	Statistics	Aug-23	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1356 Bay Terrace	Bulk Trash	Warning	8/1/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/1/2023				
1755 79 Street Cswy	WWP	Citation	8/1/2023		$250.00		
7801 Miami View Drive	WWP	Citation	8/1/2023		$250.00		
7560 W Treasure Drive	WWP	Citation	8/2/2023	$250.00			
7560 W Treasure Drive	Trash	Warning	8/2/2023				
1357 Bay Terrace	WWP	Warning	8/2/2023				
7731 Coquina Drive	Noise	Warning	8/3/2023				
7830 Miami View Drive	Noise	Citation	8/3/2023	$250.00			
7910 West Drive	Bulk Trash	Warning	8/3/2023				
Treasure Island	Handbills	Warning	8/3/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/3/2023				
1790 S Treasure Drive	Prohibited Sign	Warning	8/3/2023				
7501 Center Bay Drive	Bulk Trash	Warning	8/3/2023				
7410 Beach View Drive	Landscaping	Warning	8/4/2023				
1470 S Treasure Drive	WWP	Citation	8/4/2023				
7525 Hispanola Ave	Noise	Warning	8/5/2023				
7420 Beach View Drive	WWP	Citation	8/5/2023	$250.00			
7904 West Drive #903	WWP	Citation	8/7/2023		$250.00		
1872 Kennedy Cswy	Construction Site Maint.	Warning	8/8/2023				
Treasure Island	Prohibited Sign	Removed	8/8/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/8/2023				
7536 Mutiny Ave	Bulk Trash	Warning	8/8/2023				
1600 Kennedy Cswy	Trash	Warning	8/9/2023				
1872 Kennedy Cswy	Fence	Warning	8/10/2023				
1480 S Treasure Drive	Blocking ROW	Warning	8/11/2023				
7918 West Drive	Noise	Citation	8/11/2023		$750.00		
7529 Hispanola Ave	Noise	Warning	8/12/2023				
7700 Beach View Drive	Noise	Warning	8/12/2023				
7532 Hispanola Ave	WWP	Citation	8/18/2023	$250.00			
7600 Beach View Drive	Landscape	Warning	8/19/2023				
Treasure Island	Derelict Vehicle	Warning	8/21/2023				
7904 West Drive #609	Minimum Housing	Warning	8/21/2023				
7631 Miami View Drive	Construction Site Maint.	Warning	8/22/2023				
1550 Kennedy Cswy	Property Maintenance	Warning	8/22/2023				
7410 Beach View Drive	Pool Violation	Warning	8/22/2023				
7420 Beach View Drive	WWP	Citation	8/22/2023		$250.00		
Treasure Island	Prohibited Sign	Removed	8/23/2023				
7513 Bounty Ave	Special Magistrate	Order	8/23/2023		$250.00		
1865 Kennedy Cswy #9i	WWP	Citation	8/24/2023	$250.00			
1601 Kennedy Cswy	Open/Unsecured	Warning	8/24/2023				

7560 W Treasure Drive	WWP	Citation	8/24/2023		$250.00		
7510 Coquina Drive	Noise	Citation	8/24/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	8/25/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	8/26/2023				
7600 Coquina Drive	Trash Cans	Warning	8/26/2023				
7510 Coquina Drive	Trash Cans	Warning	8/26/2023				
7530 Coquina Drive	Trash Cans	Warning	8/26/2023				
7601 Coquina Drive	Trash Cans	Warning	8/26/2023				
7711 Coquina Drive	Trash Cans	Warning	8/26/2023				
7731 Coquina Drive	Trash Cans	Warning	8/26/2023				
7721 Beach View Drive	Trash Cans	Warning	8/26/2023				
7801 Miami View Drive	Trash Cans	Warning	8/26/2023				
7536 Mutiny Ave	WWP	Citation	8/28/2023		$250.00		
1881 Kennedy Cswy #401	Noise	Citation	8/28/2023		$250.00		
Treasure Island	Prohibited Sign	Removed	8/29/2023				
7537 Adventure Ave	Trash/Bulk Trash	Warning	8/29/2023				
1880 S Treasure Dr #1K	Minimum Housing	Warning	8/29/2023				
7400 Center Bay Drive	Bulk Trash	Warning	8/29/2023				
7421 Miami View Drive	Bulk Trash	Warning	8/29/2023				
Treasure Island	Prohibited Sign	Removed	8/30/2023				
1701 N Treasure Drive	Property Maintenance	Warning	8/31/2023				
(39) Lien Searches							
				$1,250.00	$3,000.00		

	Code	**Statistics**	**Sep-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Coquina Drive	Trash Cans	Citation	9/1/2023	$200.00			
7530 Coquina Drive	Trash Cans	Citation	9/3/2023	$200.00			
Treasure Island	Derelict/Dead Storage	Warning	9/5/2023				
7509 Mutiny Ave	Prohibited Sign	Warning	9/5/2023				
1356 Bay Terrace	Bulk Trash	Warning	9/7/2023				
7524 W Treasure Drive	Fence Mesh	Warning	9/7/2023				
7516 W Treasure Drive	Fence Mesh	Warning	9/7/2023				
1701 S Treasure Drive	Leaf Blower	Warning	9/7/2023				
7536 Mutiny Ave	Noise	Warning	9/7/2023				
7516 Bounty Ave	Landscape	Warning	9/7/2023				
7934 West Drive #1001	Noise	Citation	9/9/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	9/11/2023				
Treasure Island	Prohibited Sign	Removed	9/11/2023				
1865 Kennedy Cswy	Trash	Citation	9/11/2023	$200.00			
8000 West Drive	Leaf Blower	Warning	9/11/2023				
8000 West Drive	Noise	Citation	9/11/2023	$250.00			
1470 S Treasure Drive	ROW Trash	Warning	9/12/2023				

7410 Beach View Drive	Pool Violation	Citation	9/12/2023				
7530 Coquina Drive	Bulk Trash	Warning	9/12/2023				
1865 Kennedy Cswy	Trash Violation	Citation	9/12/2023	$200.00			
7711 Coquina Drive	Trash Cans	Citation	9/14/2023		$200.00		
7700 Coquina Drive	Bulk Trash	Warning	9/18/2023				
1641 S Treasure Drive	Blockin ROW Hedges	Warning	9/18/2023				
7601 E Treasure Drive	Trash Violation	Citation	9/18/2023	$200.00			
7510 Beach View Drive	Landscape	Warning	9/18/2023				
7701 Miami View Drive	Noise	Warning	9/19/2023				
1805 Galleon Street	Bulk Trash	Warning	9/19/2023				
Treasure Island	Derelict/Dead Storage	Warning	9/20/2023				
1580 S Treasure Drive	Bulk Trash	Warning	9/20/2023				
7528 W Treasure Drive	Construction Site Maint.	Warning	9/20/2023				
7711 Beach View Drive	Noise	Warning	9/20/2023				
7800 Miami View Drive	Bulk Trash	Warning	9/21/2023				
1865 Kennedy Cswy	Trash Violation	Warning	9/22/2023				
1440 Kennedy Cswy #1406	BTR	Warning	9/22/2023				
7521 Beach View Drive	WWP	Warning	9/25/2023				
1624 Kennedy Cswy	Noise	Citation	9/26/2023		$250.00		
7934 West Drive	Knox Box	Warning	9/26/2023				
1830 S Treasure Drive	Knox Box	Warning	9/26/2023				
1865 Kennedy Cswy	Trash Violation	Citation	9/29/2023		$200.00		
7830 Miami View Drive	Special Magistrate	Order	9/29/2023		$325.00		
7420 Beach View Drive	Noise	Warning	9/30/2023				
(28) Lien Searches							
				$1,500.00	$975.00		
	Code	**Statistics**	**Oct-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Knox Box	Warning	10/2/2023				
7560 W Treasure Drive	Landscape	Warning	10/2/2023				
7801 Center Bay Drive	Construction Site Maint.	Warning	10/2/2023				
7420 Beach View Drive	Noise	Warning	10/2/2023				
1441 S Treasure Drive	Bulk Trash	Warning	10/3/2023				
7901 Hispanola Ave	Leaf Blower	Warning	10/3/2023				
1600 Kennedy Cswy	Shopping Carts	Warning	10/3/2023				
Treasure Island	Dead Storage	Warning	10/3/2023				
1701 Hispanola Ave	Hedges	Warning	10/3/2023				
7420 Beach View Drive	WWP	Warning	10/4/2023				
1770 Kennedy Cswy	Minimum Housing	Warning	10/9/2023				
7623 Beach View Drive	Noise	Warning	10/9/2023				
1681 Kennedy Cswy	WWP	Citation	10/9/2023	$250.00			
7601 E Treasure Drive	Trash	Citation	10/9/2023		$200.00		

7701 Beach View Drive	WWP	Citation	10/10/2023	$250.00		Yes	1
7401 Beach View Drive	Construction Site Maint.	Warning	10/10/2023				
1872 Kennedy Cswy	Noise	Warning	10/10/2023				
7621 Coquina Drive	Construction Site Maint.	Warning	10/11/2023				
1671 S Treasure Drive	Trash Cans	Warning	10/12/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1440 S Treasure Drive	Noise	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1872 Kennedy Cswy	Landscape	Warning	10/16/2023				
7528 Mutiny Ave	Bulk Trash	Warning	10/16/2023				
7931 East Drive	Bulk Trash	Warning	10/16/2023				
7941 East Drive	Bulk Trash	Warning	10/16/2023				
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	Special Magistrate	Order	10/16/2023		$3,100.00		
1681 Kennedy Cswy	WWP	Citation	10/18/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/19/2023				
7557 Mutiny Ave	Noise	Citation	10/21/2023	$250.00			
7536 Mutiny Ave	Bulk Trash	Warning	10/21/2023				
1865 Kennedy Cswy	Trash	Citation	10/23/2023	$200.00			
7557 Mutiny Ave	Noise	Citation	10/23/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	10/24/2023				
7623 Beach View Drive	Noise	Citation	10/24/2023	$250.00			
1800/1790 Kennedy Cswy	Property Maintenance	Warning	10/24/2023				
7701 Beach View Drive	WWP	Citation	10/24/2023		$250.00		
8000 West Drive	Noise	Citation	10/25/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/26/2023				
1750 S Treasure Drive	Bulk Trash	Warning	10/26/2023				
7525 Adventure Ave	Bulk Trash	Citation	10/27/2023	$200.00			
7904 West Drive #602	WWP	Citation	10/27/2023		$250.00		
7504 W Treasure Drive	Noise	Citation	10/28/2023	$250.00		Yes	1
7504 W Treasure Drive	Noise	Citation	10/28/2023	$500.00		NO/SM	
1865 Kennedy Cswy	Trash Violation	Citation	10/30/2023		$200.00		
(16) Lien Searches							
				$2,150.00	$5,750.00		
	Code	**Statistics**	**Nov-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes

1872 Kennedy Cswy	Construction Site Maint	Warning	11/1/2023				
1700 Kennedy Cswy	Leaf Blowers	Warning	11/1/2023				
1815 Galleaon Street	Bulk Trash	Warning	11/1/2023				
1540 N Treasure Drive	Hedges	Warning	11/2/2023				
7516 W Treasure Drive	Open/Unsecure	Warning	11/4/2023				
7631 Miami View Drive	Noise	Warning	11/4/2023				
7520 W Treasure Drive	WWP	Citation	11/4/2023	$250.00			
7920 East Drive	Bulk Trash	Warning	11/7/2023				
7510 Coquina Drive	Leaf Blower	Warning	11/7/2023				
7544 Mutiny Ave	Fence	Warning	11/8/2023				
1666 Kennedy Cswy	Bulk Trash	Warning	11/8/2023				
7420 Beach View Drive	Noise	Warning	11/8/2023				
7801 Center Bay Drive	Landscape	Citation	11/9/2023	$200.00			
1670 S Treasure Drive	Landscape	Citation	11/9/2023	$200.00			
7420 Beach View Drive	Noise	Citation	11/9/2023	$250.00			
7420 Beach View Drive	Noise	Citation	11/9/2023	$500.00			
7516 W Treasure Drive	Landscape	Warning	11/9/2023				
1670 S Treasure Drive	Landscape/Trash	Citation	11/9/2023	$200.00			
1630 S Treasure Drive	Landscape	Warning	11/11/2023				
7525 Adventure Ave	Trash	Citation	11/13/2023		$200.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/13/2023				
1801 S Treasure Drive	Bulk Trash	Warning	11/13/2023				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	11/13/2023				
23-3209-000-0020	Vacant Lot Fee	Warning	11/13/2023				
7401 Beach View Drive	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0250	Vacant Lot Fee	Warning	11/13/2023				
7922 East Drive	Vacant Lot Fee	Warning	11/13/2023				
7938 West Drive	Vacant Lot Fee	Warning	11/13/2023				
7940 West Drive	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0013	Vacant Lot Fee	Warning	11/13/2023				
23-3209-008-1200	Vacant Lot Fee	Warning	11/13/2023				
23-3209-008-1210	Vacant Lot Fee	Warning	11/13/2023				
1356 Bay Terrace	Vacant Lot Fee	Warning	11/13/2023				
7731 Miami View Drive	Vacant Lot Fee	Warning	11/13/2023				
7508 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7516 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
1670 S Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7820 Miami View Drive	WWP	Citation	11/14/2023	$250.00			
7801 Center Bay Drive	Landscape	Citation	11/14/2023	$200.00			
8010 East Drive #209	WWP	Citation	11/14/2023		$200.00		
8020 East Drive #218	WWP	Citation	11/14/2023		$700.00		
1801 S Treasure Dr #526	Special Magistrate	Order	11/14/2023		$425.00		
7945 East Drive #207	Special Magistrate	Order	11/14/2023		$1,000.00		

1600 Kennedy Cswy	Trash	Warning	11/15/2023				
7505 Adventure Ave	WWP	Citation	11/16/2023	$250.00			
7918 West Drive	Prohibited Sign	Warning	11/16/2023				
1666 Kennedy Cswy	Trash	Warning	11/16/2023				
7511 Center Bay Drive	Blocking ROW	Warning	11/16/2023				
7441 Coquina Drive	Fence Mesh	Warning	11/16/2023				
7548 W Treasure Drive	Fence	Warning	11/16/2023				
7524 W Treasure Drive	Fence	Warning	11/16/2023				
7516 W Treasure Drive	Fence Mesh	Warning	11/16/2023				
7524 W Treasure Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7920 East Drive	Landscape	Warning	11/17/2023				
7925 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7923 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7922 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
1725 Kennedy Cswy	Vacant Lot Fee	Citation	11/20/2023		$250.00		
23-3209-008-1200	Vacant Lot Fee	Citation	11/20/2023		$250.00		
7600 Beach View Drive	Landscape	Warning	11/21/2023				
7701 Beach View Drive	Construction Site Maint	Warning	11/21/2023				
7711 Beach View Drive	Construction Site Maint	Warning	11/21/2023				
7820 Miami View Drive	WWP	Citation	11/21/2023		$250.00		
1356 Bay Terrace	Vacant Lot Fee	Warning	11/21/2023		$250.00		
7516 W Treasure Drive	Vacant Lot Fee	Warning	11/21/2023		$250.00		
7420 Beach View Drive	Noise	Citation	11/22/2023		$500.00		
7420 Beach View Drive	Noise	Citation	11/22/2023		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/27/2023		$200.00		
7401 Beach View Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7938 West Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7940 West Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7701 Beach View Drive	Construction Site Maint.	Citation	11/27/2023	$250.00		yes	2
1872 Kennedy Cswy	Fence Mesh	Warning	11/28/2023				
1601 Kennedy Cswy	Open/Unsecure	Warning	11/28/2023				
7901 Hispanola Ave	Sign Maintenance	Warning	11/29/2023				
8000 West Drive	Bulk Trash	Warning	11/30/2023				
(20) Lien Searches							
				$2,550.00	$6,475.00		

	Code	**Statistics**	**Dec-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7537 Adventure Ave	Bulk Trash	Warning	12/1/2023				
7910 West Drive	WWP	Citation	12/2/2023	$250.00			
7600 Miami View Drive	Noise	Warning	12/2/2023				
7508 W Treasure Drive	Fence	Warning	12/4/2023				
1665 Kennedy Cswy	Commercial Vehicle	Warning	12/4/2023				

7508 W Treasure Drive	Vacant Lot Fee	Warning	12/5/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	12/6/2023				
7915 East Drive	Operating/Advertising	Warning	12/6/2023				
1800 Kennedy Cswy #111	WWP	Citation	12/6/2023	$250.00			
7904 West Drive #515	Operating/Advertising	Citation	12/7/2023	$500.00			
7904 West Drive #515	BTR	Citation	12/7/2023	$100.00			
1670 S Treasure Drive	Vacant Lot Fee	Warning	12/7/2023		$250.00		
23-3209-008-1210	Vacant Lot Fee	Warning	12/7/2023		$250.00		
7537 Buccaneer Ave	Bulk Trash	Warning	12/11/2023				
23-3209-001-0013	Vacant Lot Fee	Warning	12/11/2023		$250.00		
8000 East Drive	Bulk Trash	Warning	12/12/2023				
7520 W Treasure Drive	WWP	Citation	12/12/2023		$250.00		
1800 Kennedy Cswy #A111	WWP	Citation	12/12/2023		$250.00		
7801 Center Bay Drive	Open Unsecure	Warning	12/14/2023				
7801 Center Bay Drive	Pool Violation	Warning	12/14/2023				
1353 Bay Terrace	Operating/Advertising	Warning	12/18/2023				
7505 Adventure Ave	Operating/Advertising	Warning	12/18/2023				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	12/18/2023		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	12/18/2023		$250.00		
7800 Beach View Drive	Bulk Trash	Warning	12/19/2023				
7700 Center Bay Drive	Construction Site Maint.	Warning	12/19/2023				
7516 W Treasure Drive	Construction Site Maint.	Warning	12/19/2023				
1500 S Treasure Drive	Bulk Trash	Warning	12/19/2023				
7530 Coquina Drive	WWP	Citation	12/21/2023	$250.00			
7911 East Drive	Minimum Housing	Warning	12/21/2023				
7601 E Treasure Drive	WWP	Citation	12/26/2023	$250.00			
1460 S Treasure Drive	WWP	Citation	12/26/2023	$250.00			
7910 West Drive	WWP	Citation	12/27/2023		$250.00		
7904 West Drive	Trash Violation	Warning	12/28/2023				
7601 E Treasure Drive	Minimum Housing	Warning	12/28/2023				
1601-47 N Treasure Drive	Trash Violation	Warning	12/29/2023				
(36) Lien Searches							
				$1,850.00	$2,250.00		

	Code	**Statistics**	**Jan-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Beach View Drive	Blocking ROW	Warning	1/2/2024				
1801 S Treasure Drive #314	Noise	Warning	1/2/2024				
1872 Kennedy Cswy	WWP	Warning	1/2/2024				
1500 Kennedy Cswy	Landscape	Warning	1/2/2024				
7904 West Drive #515	BTR	Citation	1/3/2024		$100.00		
7904 West Drive #515	Operating/Advertising	Citation	1/3/2024		$500.00		
7501 E Treasure Drive #3EF	Special Magistrate	Order	1/4/2024		$1,200.00		

7700 Miami View Drive	Trash Violation	Warning	1/4/2024				
7528 Bounty Ave	Bulk Trash	Warning	1/5/2024				
7520 W Treasure Drive	Noise	Warning	1/5/2024				
7532 Bounty Ave	Blocking ROW	Warning	1/5/2024				
7520 W Treasure Drive	Bulk Trash	Warning	1/5/2024				
7520 W Treasure Drive	WWP	Citation	1/5/2024	$250.00			
1880 S Treasure Drive #2F	WWP	Citation	1/8/2024	$250.00			
1625 Kennedy Cswy	Knox Box	Warning	1/8/2024				
7801 Center Bay Drive	Construction Site Maint.	Warning	1/8/2024				
7801 Hispanola Ave	Bulk Trash	Warning	1/8/2024				
1460 S Treasure Drive	WWP	Citation	1/8/2024		$250.00		
7920 East Drive	Bulk Trash	Warning	1/9/2024				
7918 West Drive	Graffiti	Warning	1/8/2024				
7541 W Treasure Drive	Bulk Trash	Warning	1/9/2024				
7508 W Treasure Drive	Construction Site Maint.	Warning	1/9/2024				
7929/7931 East Drive	Bulk Trash	Warning	1/10/2024				
1580 Kennedy Cswy	Prohibited Signs	Warning	1/10/2024				
7548 Bounty Ave	Boat Regulations	Warning	1/11/2024				
1671 S Treasure Drive	WWP	Citation	1/11/2024	$250.00		Yes	1
7520 W Treasure Drive	Noise	Warning	1/12/2024				
7510 Coquina Drive	Boat Regulations	Warning	1/16/2024				
1508 Kennedy Cswy	Noise	Warning	1/16/2024				
7920 East Drive	Bulk Trash	Citation	1/16/2024	$200.00			
1801 S Treasure Drive	Bulk Trash	Warning	1/16/2024				
7929/7931 East Drive	Bulk Trash	Warning	1/16/2024				
7711 Beach View Drive	Illicit Discharge	Citation	1/17/2024	$250.00			
7621 Coquina Drive	Construction Site Maint.	Warning	1/17/2024				
7440 Miami View Drive	Bulk Trash	Warning	1/18/2024				
7521 Coquina Drive	WWP	Citation	1/18/2024	$250.00			
7520 W Treasure Drive	WWP	Citation	1/18/2024		$250.00		
7521 Coquina Drive	WWP	Citation	1/18/2024		$250.00		
1400 S Treasure Drive	Bulk Trash	Warning	1/18/2024				
7524 Bounty Ave	Illicit Discharge	Warning	1/19/2024				
1880 S Treasure Drive #2F	WWP	Citation	1/19/2024		$250.00		
7501 Adventure Ave	Bulk Trash	Warning	1/20/2024				
7530 Coquina Drive	Noise	Citation	1/20/2024				
1872 Kennedy Cswy	Graffiti	Warning	1/22/2024				
7801 Center Bay Drive	Expired Permits	Warning	1/23/2024				
7920 East Drive	Bulk Trash	Warning	1/23/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	1/24/2024				
7501 E Treasure Drive	Building Maintenance	Warning	1/24/2024				
7530 Coquina Drive	Noise	Citation	1/24/2024		$250.00		
7521 Center Bay Drive	Prohibited Signs	Warning	1/25/2024				
7400 Beach View Drive	Special Magistrate	Order	1/26/2024		$250.00		
7400 Beach View Drive	Special Magistrate	Order	1/26/2024		$75.00		
1880 S Treasure Drive	Noise	Citation	1/27/2024	$250.00			

7601 E Treasure Drive	WWP	Citation	1/29/2024		$250.00		
7904 West Drive #903	Special Magistrate	Order	1/29/2024		$500.00		
7920 East Drive	Bulk Trash	Citation	1/30/2024	$200.00			
1850 S Treasure Drive	Bulk Trash	Warning	1/30/2024				
7549 Bounty Ave	Special Magistrate	Order	1/30/2024		$1,700.00		
1872 Kennedy Causeway	Construction Site Maint.	Warning	1/30/2024				
7917 West Drive	Bulk Trash	Citation	1/31/2024	$200.00			
7511 Coquina Drive	Bulk Trash	Warning	1/31/2024				
7553 W Treasure Drive	WWP	Citation	1/31/2024		$250.00		
7557 Mutiny Ave	Special Magistrate	Order	1/31/2024		$5,000.00		
7549 Bounty Ave	Special Magistrate	Order	1/31/2024		$1,700.00		
(15) Lien Searches							
				$2,100.00	$12,775.00		
	Code	**Statistics**	**Feb-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7520 Miami View Drive	Bulk Trash	Warning	2/1/2024				
7915 East Drive	Bulk Trash	Warning	2/1/2024				
1601 Kennedy Cwwy	Open/Unsecure	Warning	2/2/2024				
7918 West Drive	Construction Site Maint.	Warning	2/4/2024				
7917 West Drive	Bulk Trash	Citation	2/5/2024		$200.00		
1550 Kennedy Cswy	Building Maintenance	Warning	2/5/2024				
1400 S Treasure Drive	WWP	Warning	2/5/2024				
1801 Galleon Street	Bulk Trash	Warning	2/5/2024				
7700 Center Bay Drive	WWP	Citation	2/6/2024	$250.00			
7700 Center Bay Drive	Expired Permits	Warning	2/6/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	2/6/2024				
Treasure Island	Prohibited Sign	Removed	2/6/2024				
7711 Beach View Drive	Construction Site Maint.	Citation	2/7/2024	$500.00			
7800 Beach View Drive	Bulk Trash	Warning	2/7/2024				
7910 West Drive	Bulk Trash	Warning	2/7/2024				
7700 Center Bay Drive	Fence Maintenance	Warning	2/7/2024				
7601 E Treasure Dr #PH106	Noise	Citation	2/8/2024		$250.00		
7532 Bounty Ave	Blocking ROW	Warning	2/8/2024				
1872 Kennedy Cswy	Trash	Warning	2/8/2024				
7917 West Drive	Bulk Trash	Warning	2/13/2024				
7504 W Treasure Drive	Special Magistrate	Order	2/14/2024		$325.00		
7505 Adventure Ave	WWP	Citation	2/14/2024		$250.00		
1670 S Treasure Drive	Trash	Citation	2/15/2024		$200.00		
1872 Kennedy Cswy	Blocking ROW	Warning	2/15/2024				
1353 Bay Terrace	Expired Permits	Warning	2/20/2024				
7920 East Drive	Bulk Trash	Warning	2/20/2024				
23-3209-008-0590	Vacant Lot Fee	Warning	2/20/2024		$250.00		

Treasure Island	Prohibited Sign	Removed	2/20/2024				
1625 Kennedy Cswy	WWP	Warning	2/21/2024				
7700 Coquina Drive	Bulk Trash	Warning	2/21/2024				
7934 West Drive #1201	WWP	Citation	2/22/2024		$250.00		
1440 S Treasure Drive	WWP	Citation	2/22/2024	$250.00			
1880 S Treasure Drive	Noise	Citation	2/23/2024		$250.00		
7924 W Treasure Drive	Fence Mesh	Warning	2/26/2024				
1671 S Treasure Drive	WWP	Citation	2/26/2024		$250.00		
1440 S Treasure Drive	WWP	Citation	2/27/2024		$250.00		
7401 Center Bay Drive	WWP	Warning	2/27/2024				
7545 Cutlass Ave	Bulk Trash	Warning	2/27/2024				
7533 Bounty Ave	WWP	Warning	2/28/2024				
7521 Hispanola Ave	WWP	Warning	2/28/2024				
7529 Hispanola Ave	WWP	Warning	2/28/2024				
7540 Bounty Ave	WWP	Warning	2/28/2024				
7611 Coquina Drive	WWP	Warning	2/28/2024				
7557 Mutiny Ave	WWP	Warning	2/28/2024				
7521 Center Bay Drive	WWP	Warning	2/28/2024				
7421 Coquina Drive	WWP	Warning	2/28/2024				
1600 Kennedy Cswy	Shopping Cart	Warning	2/28/2024				
7530 Coquina Drive	Construction Site Maint.	Warning	2/28/2024				
7548 Adventure Ave	Trash Cans	Warning	2/28/2024				
7730 Miami View Drive	WWP	Warning	2/28/2024				
7920 East Drive	Stagnant Water	Warning	2/29/2024				
8000 West Drive #319	Noise	Citation	2/29/2024		$250.00		
7505 Hispanola Ave	Blocking ROW	Warning	2/29/2024				
1872 Kennedy Cswy	Open/Unsecure	Warning	2/29/2024				
1701 Kennedy Cswy	Sign Maintenance	Warning	2/29/2024				
(21) Lien Searches							
				$1,000.00	$2,725.00		

	Code	**Statistics**	**Mar-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 W Treasure Drive	Open/Unsecure	Warning	3/1/2024				
7900 Harbor Island Drive	Leaf Blowers	Warning	3/1/2024				
7516 W Treasure Drive	Fence Mesh	Warning	3/4/2024				
1872 Kennedy Cswy	Construction Site Maint.	Warning	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				

Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
7920 East Drive	Bulk Trash	Warning	3/5/2024				
7920 East Drive	Landscape	Warning	3/5/2024				
7631 Miami View Drive	Fence Mesh	Warning	3/6/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	3/6/2024				
1630 S Treasure Drive	Vacant Lot Fee	Warning	3/6/2024		$250.00		
7921 East Drive	Bulk Trash	Warning	3/7/2024				
7510 Beach View Drive	Minimum Housing	Citation	3/8/2024		$250.00		
1353 Bay Terrace	Operating/Advertising	Warning	3/11/2024				
7505 Adventure Ave	Operating/Advertising	Citation	3/11/2024	$250.00			
7924 East Drive	Bulk Trash	Warning	3/12/2024				
7700 Coquina Drive	Bulk Trash	Warning	3/12/2024				
23-3209-001-0250	Landscape	Warning	3/12/2024				
8000 West Drive	Food Truck	Removed	3/12/2024				
7508 Mutiny Ave	Bulk Trash	Warning	3/13/2024				
1865 Kennedy Cswy #9I	WWP	Citation	3/14/2024		$250.00		
7549 Bounty Ave	Bulk Trash	Warning	3/14/2024				
7440 Miami View Drive	Bulk Trash	Warning	3/14/2024				
23-3209-008-0590	Landscape	Warning	3/14/2024				
7701 Center Bay Drive	Tree Removal/Trash	Warning	3/14/2023				
7600 Coquina Drive	Painting	Warning	3/14/2024				
7920 East Drive	Bulk Trash	Citation	3/15/2024		$200.00		
7920 East Drive	Bulk Trash	Citation	3/15/2024		$200.00		
1625 Kennedy Cswy	Noise	Citation	3/16/2024	$250.00			
7600 Coquina Drive	Noise	Warning	3/16/2024				
7631 Miami View Drive	Prohibited Sign	Warning	3/18/2024				
1600 Kennedy Cswy	Bulk Trash	Warning	3/18/2024				
7500 Beach View Drive	Handbills	Warning	3/18/2024				
1872 Kennedy Cswy	Noise	Citation	3/18/2024	$250.00			
7929/7931 East Drive	Bulk Trash	Warning	3/19/2024				
7601 Beach View Drive	Trash Cans	Warning	3/19/2024				
1666 Kennedy Cswy #203	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #510	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #509	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #207	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #400	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #412	BTR	Warning	3/19/2024				
7701 Beach View Drive	Trash Cans	Warning	3/20/2024				
7920 East Drive	Pool Violation	Warning	3/20/2024				
1601 Kennedy Cswy	Open/Unsecure	Warning	3/20/2024				
7548 W Treasure Drive	Trash	Warning	3/20/2024				
7711 Beach View Drive	Trash Cans	Warning	3/20/2024				
1700 Kennedy Cswy #CU1	BTR	Warning	3/21/2024				
7904 West Drive #2	BTR	Warning	3/21/2024				
7904 West Drive #CU6	BTR	Warning	3/21/2024				

7910 West Drive #100	BTR	Warning	3/21/2024				
1600 Kennedy Cswy	BTR	Warning	3/21/2024				
1440 Kennedy Cswy #100	BTR	Warning	3/21/2024				
7525 E Treasure Drive	BTR	Warning	3/21/2024				
7552 Hispanola Ave	BTR	Warning	3/22/2024				
7905 East Drive #7A	BTR	Warning	3/22/2024				
1880 S Treasure Drive #1P	BTR	Warning	3/22/2024				
7501 E Treasure Drive #103	BTR	Warning	3/22/2024				
7924 East Drive #PH501	BTR	Warning	3/22/2024				
8000 West Drive #430	BTR	Warning	3/22/2024				
1801 Galleon Street	BTR	Warning	3/22/2024				
1819-1855 Kennedy Cswy	Special Magistrate	Order	3/22/2024		$1,500.00		
7510 Coquina Drive	Property Maintenance	Warning	3/28/2024				
7504 Adventure Ave	Bulk Trash	Warning	3/28/2024				
7517 Bounty Ave	Bulk Trash	Warning	3/28/2024				
1601 Kennedy Cswy	Bulk Trash	Warning	3/29/2024				
1790 Kennedy Cswy	Bulk Trash	Citation	3/29/2024	$250.00			
7540 Buccaneer Ave	Noise	Warning	3/30/2024				
7544 Buccaneer Ave	WWP	Citation	3/30/2024	$250.00			
(36) Lien Searches							
				$1,250.00	$2,650.00		
	Code	**Statistics**	**Apr-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7520 W Treasure Drive	WWP	Citation	4/1/2024	$250.00			
7516 W Treasure Drive	Landscape	Warning	4/1/2024				
Harbor Island	Prohibited Sign	Removed	4/1/2024				
7401 Miami View Drive	Landscape	Warning	4/1/2024				
7904 West Drive #515	Special Magistrate	Order	4/2/2024		$1,500.00		
1670 S Treasure Drive	Fence Mesh	Warning	4/2/2024				
Treasure Island	Prohibited Sign	Removed	4/2/2024				
7910 West Drive	Bulk Trash	Warning	4/2/2024				
7941/7939 West Drive	Knox Box	Warning	4/2/2024				
7601 E Treasure Dr #CU14	Noise	Warning	4/2/2024				
7601 E Treasure Dr #1209	Noise	Citation	4/1/2024	$250.00			
7600 Beach View Drive	Special Magistrate	Order	4/2/2024		$4,700.00		
7601 E Treasure Dr #CU14	WWP	Citation	4/3/2024	$250.00			
7701 Coquina Drive	Landscape/Trash	Warning	4/3/2024				
7917 West Drive	Trash	Warning	4/3/2024				
7530 Coquina Drive	Noise	Citation	4/3/2024		$250.00		
1601 Kennedy Cswy	Trash	Warning	4/3/2024				
7504 Bounty Ave	BTR/Operating License	Warning	4/4/2024				
7544 W Treasure Drive	BTR/Operating License	Warning	4/4/2024				

7904 West Drive #817	BTR/Operating License	Warning	4/4/2024				
7711 Beach View Drive	Illicit Discharge	Citation	4/4/2024		$250.00		
7711 Beach View Drive	Illicit Discharge	Citation	4/4/2024		$500.00		
7904 West Drive #1015	BTR/Operating License	Warning	4/4/2024				
1625 Kennedy Cswy	Noise	Citation	4/4/2024		$250.00		
7904 West Drive #904	BTR/Operating License	Warning	4/4/2024				
7910 Harbor Island Dr #709	Noise	Citation	4/4/2024		$100.00		
7904 West Drive #712	BTR/Operating License	Warning	4/4/2024				
7521 Cutlass Ave	BTR/Operating License	Warning	4/4/2024				
7544 Mutiny Ave	BTR/Operating License	Warning	4/4/2024				
1800 S Treasure Drive	BTR	Warning	4/4/2024				
7904 West Drive #415	BTR/Operating License	Warning	4/4/2024				
7505 Mutiny Ave	BTR/Operating License	Warning	4/4/2024				
7910 West Drive	BTR	Warning	4/4/2024				
7904 West Drive #707	BTR/Operating License	Warning	4/4/2024				
7548 Adventure Ave	BTR/Operating License	Warning	4/4/2024				
7904 West Drive #805	BTR/Operating License	Warning	4/4/2024				
7529 Mutiny Ave	Operating/Advertising	Warning	4/4/2024				
Treasure Island	Prohibited Sign	Removed	4/4/2024				
7528 Cutlass Ave	Noise	Warning	4/6/2024				
7500 W Treasure Drive	Noise	Warning	4/6/2024				
7529 Mutiny Ave	Prohibited Signs	Removed	4/6/2024				
1701 N Treasure Drive	Landscape/ROW	Warning	4/6/2024				
7920 East Drive	Illicit Discharge	Citation	4/9/2024	$250.00			
7918 West Drive	Fence Mesh	Warning	4/9/2024				
7910 West Drive	Trash Violation	Warning	4/10/2024				
7528 Buccaneer Ave	Operating/Advertising	Warning	4/12/2024				
1701 N Treasure Dr #7	Landscape/ROW	Warning	4/12/2024				
7500 Beach View Drive	Noise	Citation	4/13/2024	$250.00			
1750 S Treasure Drive	Noise	Citation	4/13/2024	$250.00			
7512 Cutlass Ave	Noise	Citation	4/13/2024	$250.00			
1470 N Treasure Drive	WWP	Citation	4/13/2024	$250.00			
7524 Buccaneer Ave	Noise	Warning	4/13/2024				
7918 West Drive	Construction Site Maint.	Warning	4/13/2024				
7920 East Drive	Pool Violation	Warning	4/15/2024				
7512 Cutlass Ave	Noise	Citation	4/15/2024		$250.00		
7531 Coquina Drive	Operating/Advertising	Warning	4/16/2024				
7510 Coquina Drive	Trash	Warning	4/16/2024				
7801 Center Bay Drive	Noise	Citation	4/19/2024	$250.00			
7700 Miami View Drive	Trash/Recycle Cans	Warning	4/19/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	4/18/2024				
1470 N Treasure Drive	WWP	Citation	4/23/2024		$250.00		
1540 N Treasure Drive	Noise	Warning	4/24/2024				
7508 W Treasure Drive	Prohibited Sign	Warning	4/24/2024				
7516 Bounty Ave	WWP	Citation	4/24/2024	$250.00			

7529 Bounty Ave	WWP	Citation	4/24/2024	$250.00			
1570 S Treasure Drive	Trash/Recycle Cans	Warning	4/24/2024				
7400 Coquina Drive	Bulk Trash	Warning	4/25/2024				
8000 West Drive	Noise	Warning	4/25/2024				
7520 W Treasure Drive	WWP	Citation	4/25/2024	$250.00			
1365 Bay Terrace	Operating/Advertising	Warning	4/26/2024				
7934 West Drive #1001	Noise	Citation	4/26/2024		$250.00		
7520 Center Bay Drive	Noise	Citation	4/27/2024	$250.00			
7909 East Drive #203	WWP	Citation	4/27/2024	$250.00			
7800 Miami View Drive	Trash/Recycle Cans	Warning	4/29/2024				
1357 Bay Terrace	WWP	Citation	4/29/2024	$250.00			
1353 Bay Terrace	WWP	Citation	4/29/2024	$250.00			
7545 W Treasure Drive	Noise	Citation	4/29/2024		$250.00		
7811 Beach View Drive	Trash/Recycle Cans	Warning	4/29/2024				
8000 West Drive	Bulk Trash	Warning	4/29/2024				
7920 East Drive	Bulk Trash	Warning	4/29/2024				
7920 East Drive	Illicit Discharge	Citation	4/30/2024		$250.00		
7516 W Treasure Drive	Landscape	Warning	4/30/2024				
(25) Lien Searches							
				$4,000.00	$8,800.00		

	Code	**Statistics**	**May-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7801 Center Bay Drive	Construction Site Maint.	Warning	5/1/2024				
23-3209-008-0590	Landscape/Trash	Warning	5/1/2024				
1681 Kennedy Cswy	Trash	Warning	5/1/2024				
7521 Adventure Ave	Landscape/ROW	Warning	5/2/2024				
7504 Adventure Ave	Landscape/ROW	Warning	5/2/2024				
7421 Beach View Drive	Bulk Trash	Warning	5/2/2024				
7711 Beach View Drive	Landscape	Warning	5/2/2024				
7720 Coquina Drive	Bulk Trash	Warning	5/2/2024				
7721 Coquina Drive	Bulk Trash	Warning	5/2/2024				
1601 Kennedy Cswy	Bulk Trash	Warning	5/2/2024				
7516 Bounty Ave	WWP	Citation	5/2/2024		$250.00		
7544 Buccaneer Ave	WWP	Citation	5/3/2024		$250.00		
7540 W Treasure Drive	Noise	Citation	5/4/2024	$250.00			
7540 W Treasure Drive	Noise	Citation	5/4/2024	$500.00			
1353 Bay Terrace	Trash/Recycle Cans	Warning	5/4/2024				
7721 Coquina Drive	Trash/Recycle Cans	Warning	5/4/2024				
7520 Center Bay Drive	Noise	Citation	5/6/2024		$250.00		
1600 Kennedy Cswy	Bulk Trash	Warning	5/8/2024				
7811 Beach View Drive	Trash/Recycle Cans	Warning	5/9/2024				
7920 East Drive	Bulk Trash	Warning	5/9/2024				

7917 West Drive	Bulk Trash	Warning	5/9/2024				
Treasure Island	Bulk Trash	Removed	5/9/2024				
1900 S Treasure Drive	Property Maintenance	Warning	5/9/2024				
7501 E Treasure Drive	WWP	Citation	5/9/2024	$250.00			
7516 E Treasure Drive	Property Maintenance	Warning	5/11/2024				
1357 Bay Terrace	WWP	Citation	5/13/2024		$250.00		
1872 Kennedy Cswy	Trash	Warning	5/13/2024				
Treasure Island	Prohibited Sign	Removed	5/14/2024				
Treasure Island	Prohibited Sign	Removed	5/14/2024				
7513 W Treasure Drive	WWP	Citation	5/15/2024	$250.00			
7501 E Treasure Drive	WWP	Citation	5/15/2024		$250.00		
1872 Kennedy Cswy	Trash	Warning	5/15/2024				
7525 Adventure Ave	WWP	Citation	5/15/2024	$250.00			
1666 Kennedy Cswy #502	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #503	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #505	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #202	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #206	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #203	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #600	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #209	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #409	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #411	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #410	BTR	Warning	5/16/2024				
7520 W Treasure Drive	WWP	Citation	5/18/2024	$250.00			
7917 West Drive	Trash Violation	Warning	5/20/2024				
7910 West Drive	Minimum Housing	Warning	5/20/2024				
7520 W Treasure Drive	WWP	Citation	5/20/2024		$250.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	5/21/2024				
23-3209-008-0590	Bulk Trash	Warning	5/21/2024				
1510 S Treasure Drive	Bulk Trash	Warning	5/21/2024				
7540 W Treasure Drive	Noise	Citation	5/22/2024		$250.00	Yes	1
7540 W Treasure Drive	Noise	Citation	5/22/2024		$500.00	Yes	2
1353 Bay Terrace	WWP	Citation	5/22/2024		$250.00		
7801 Center Bay Drive	Noise	Citation	5/22/2024		$250.00		
7500 Beach View Drive	Noise	Citation	5/22/2024		$250.00		
1600 Kennedy Cswy	Trash	Warning	5/23/2024				
7513 W Treasure Drive	WWP	Citation	5/23/2024		$250.00		
7920 East Drive	Pool Violation	Warning	5/28/2024				
7700 Center Bay Drive	WWP	Citation	5/28/2024		$250.00		
1800 Kennedy Cswy #A111	Special Magistrate	Order	5/28/2024		$600.00		
7927 East Drive	Bulk Trash	Warning	5/28/2024				
7921 East Drive	Knox Box	Warning	5/29/2024				
7421 Miami View Drive	Bulk Trash	Warning	5/29/2024				
7910 West Drive	Special Magistrate	Order	5/29/2024		$1,700.00		

7410 Beach View Drive	Pool Violation	Warning	5/30/2024				
7530 Coquina Drive	WWP	Citation	5/31/2024	$250.00			
7529 Bounty Ave	WWP	Citation	5/31/2024		$250.00		
(51) Lien Searches							
				$2,000.00	$6,050.00		

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

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Traffic Enforcement Report (May 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (May 2024).pdf

North Bay Village Police Department
Memorandum

Date: May 31, 2024

To: Deputy Chief, S. Bejar

From: Sgt. N. Benitez

Subject: Monthly Traffic Enforcement Report for May 1 to May 31, 2024

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 2024. 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 raising 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:

- 398 – Speeding Citations
- 79 – Criminal Citations
- 108–Moving Violation Citations
- 189 – Non-Moving Citations
- 46 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 3 – Criminal Citation
- 11 – Moving Violation Citations
- 24 – Non-Moving Citations
- 0 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 10 – Criminal Citations
- 42 – Moving Violation Citations
- 37– Non-Moving Citations
- 0 – 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:

- 901– Citations
- 46 – Warnings
- 246- Parking Citations

ITEM NO. 9.E

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Commission Goals Report (May 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

PERSONNEL IMPACT
N/A

ATTACHMENTS
21_Commission_Goals.pdf

North Bay Village

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

Commission Goals to Be Assessed Monthly through the 9/12/24 Commission Meeting

Galleon St Community Center (3) –plans under review or approval at NBV & under review at DERM; enviro cleanup completed or firm completion date provided; existing building demoed; groundbreaking held	**Resilient Housing Programs (3)** – programs up and running	**TI Paving (3)** – for roads to be repaved: design firm contract approved & all project dates set	**Sidewalks/ Crosswalks (3)** – 90% design submission complete; clear construction dates set for all improvements	**TI Parking Study (3)** – completed; adopted by Commission; some (or all) policy changes implemented
TIES Park (2) - permitting underway	**Miami MOU (2)** - approved by Miami	**Miami Beach MOU (2)** – approved by MB	**Vogel Park Kayak Launch (2)** - nearing completion (by 9/22/24, per contract)	**Inlet Filters (2)** - Ph I (48) completed; Ph II underway w/ completion date set
Performance Measures (2) – established for all positions possible	**Install Patriotic Banners on Causeway (2)**	**Causeway Guardrail and Median Painting (2)** – all relevant info (process, costs) in hand for Commission consideration for budgeting purposes	**Island Walk (2)** – 6 condo meetings held; 3 segments opened	**TI Causeway Improvements (2)** intersection improvement designs approved by FDOT, with construction dates set
Moda Frame Sculpture (1) – installed, if Moda approves easement language & Commission approves funding; if both approvals not secured, this will be replaced by another project	**Initiate Afterschool Arts Programming at TIES (1)**	**Street Signs (1)** – all replaced	**Bench Public Art Project (1)** – completed	**Landscaping (1)** – Hispanola and Adventure medians planted, TI and HI bulbouts completed, TIES trees planted
Revised TDR Ordinance (5) – TDR Program redesigned, Ordinance adopted, and RFP held and closed.				

Legend


Completed in most recent month


Completed previously

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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 of 2024

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 Procession of agreements, resolutions, and ordinances, Residents Board Administration/ support, and the coordination of the General and Special Elections.

2024 GENERAL ELECTION

As of May 7, 2024, the individuals listed below have formally submitted initial documents for intent to run for the upcoming November 5, 2024 General Election:

Office of Mayor
* Commissioner Rachel Streitfeld
* Resident Konstantinos Manessis

On June 4, 2024, Vice Mayor Chervony formally withdrew his candidacy for the office of Mayor.

Office of Treasure Island Commissioner
* Resident Doris Acosta
* Resident Jose Parada

AGENDAS / POSTINGS

The Village Clerk is responsible for preparing agendas and postings for all of the Village

Commission Meetings; Planning & Zoning Board, Special Magistrate, and all of the Resident's Advisories Boards.

Commission	Planning & Zoning Board	Resident Advisory Boards	Specials Magistrate, Town Hall, etc.
1	1	3	3

PUBLIC NOTICES
The Village Clerk's Office issued a total of eight (8) Public Meeting Notices in April of 2024. 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.

PREPARATION OF MEETING MINUTES
Village Commission Meetings
* April 9, 2024 - Regular Commission Meeting
* May 11, 2024- Regular Commission Meeting
* May 9, 2024 - Sunshine Meeting

Planning & Zoning Board
* May 15, 2024, Board Meeting

ADVISORY BOARDS - ATTENDANCE REPORT
Enclosed find the attendance report for the residents advisory boards for your review. Be advised that the following Board Members have accrued three (3) unexcused absences.

Planning & Zoning Board
* Sherry Abramson, Alternate Member
* Jon Andras, Board Member

Resident Services Board
* Laura Cuellar De Somoza

Advisory Board Resignations
* Tim Dennis, Chair (Planning & Zoning Board)
* Ruslanas Byckovas, Board Member (Planning & Zoning Board)
* Indira Shakti, Board Member (Animal Control Board)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log 2024 - June .pdf

Public Records Request Log - MAY 2024

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS)
5/2/2024	Daniel Rothstein - City of Pembroke Pines	HR	Personnel file on: Carlo Maglio	N/A	5/5/2024
5/2/2024	Lisa Lindner	Police	NBV PD Report 202400017159	N/A	5/7/2024
5/2/2024	Simone Stewart - Traffic Misdemeanor Division / State Attorney	Police	BWC VR: AGS6ACE NBV PD Case Number 202400008534	N/A	5/2/2024
5/2/2024	Tammy Wellons - Criminal Misdemeanor Division / State Attoreny	Police	BWC VR: B24004170 NBV PD Case Number 202400006231	N/A	5/5/2024
5/3/2024	Jorge Garcia Bertrand	Building	Microfilm/Floor Plans for 7928 W Drive, NBV, 33141	N/A	5/6/2024
5/3/2024	Roxanne Goodluck - DIU Bach Armas Division / State Attorney	Police	BWC VR: AGS46DE NBV PD Case Number 202300049803	N/A	5/5/2024
5/5/2024	Danick Baron - Data Acquisition Specialist / Smart Procure	Finance	Purchasing Records from 02/06/2024 - PRESENT		5/13/2024
5/6/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AGS5VOE NBV PD Case Number 202400013670	N/A	5/7/2024
5/6/2024	Rene Morato	Building Code Enforcement	List of all condo HOAs in NBV	N/A	5/7/2024
5/6/2024	Simone Stewart - Traffic Misdemeanor Division / State Attorney	Police	BWC VR: AI8BXE NBV PD Case Number 202400013670	N/A	5/7/2024
5/7/2024	asturiasair@hotmail.com	Police	NBV PD Report 202400013554		5/7/2024
5/7/2024	Chris Hamilton - Addison Riley, LLC.	City Clerk's Office	Building Plans for Grandview Palace Condo - 7601 E. Treasure Drive, NBV, 33141	N/A	5/9/2024
5/7/2024	Lillian Gonzalez - County Courts / State Attorney	Police	BWC VR: AI8CJVE NBV PD Case Number 202400020683	N/A	5/7/2024
5/7/2024	Orlando Rodriguez	Police	BWC VR on NBV PD Case Numbers: 20230005562620230004976 5	$ 75.06	
5/8/2024	Apalachee Correctional Institute Inmate/DC NO M95187 Philome Jacques-Simon	Police	Village of El Portal PD Case Number 140885 where NBV Officer Manuel Casias responded.	N/A	5/20/2024
5/8/2024	Carlos Formoso / Alejandro Pages - Form Te	Public Works Building	Water and sewer connections for 7721 Coquina Drive	N/A	5/21/2024
5/8/2024	Jose Morales - MSU Intake / State Attorney	Police	BWC VR: AGS67WE NBV PD Case Number 202400008942	N/A	5/8/2024
5/9/2024	Evan Mahusay - Diaz Consulting Group	Village Clerk	DSDE9 forms for the candidates who have already submitted their paperwork	N/A	5/10/2024
5/9/2024	Mauricio Romero	Building	"Would like to know if a 50 year certification / inspection has been done [on 7904 West Drive]. Th	N/A	5/9/2024
5/10/2024	Ana Sanchez - Steinger; Greene and Feiner Law	Police	Requesting long form of non-redacted copy crash report where Brutus, Angela - DOB: Oct 12, 2000 - was involved on 04/03		
5/10/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: A9BXGKE NBV PD Case Number NA	N/A	5/11/2024

5/10/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AI8BNCE NBV PD Case Number 202400011432	N/A	5/11/2024
5/10/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AI8BZGE NBV PD Case Number 202400014272	N/A	5/11/2024
5/10/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AI8C2XE NBV PD Case Number 202400015875	N/A	5/20/2024
5/10/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AI8C6WE NBV PD Case Number 2024000016826	N/A	5/28/2024
5/10/2024	Naomi Nieva - Inspections Florida	Building	Could we have a copy of the letter or notice that you sent to property owners informing them tha	N/A	5/10/2024
5/10/2024	Tamara Huie - DUI / State Attorney	Police	BWC VR: A9KTUFE NBV PD Case Number 202400010077	N/A	5/11/2024
5/12/2024	James Sammon	Police	NBV PD Case Number: 202400022742	N/A	5/24/2024
5/13/2024	Jackie Kalas - Domestic Violence Unit / State Attorney	Police	BWC VR: M24010382 NBV PD Case Number 202400023261	N/A	5/20/2024
5/14/2024	Nancy Bryant - NANCIBRY@YAHOO.COM	Building	Microfilm/Original Floor Plan: 7928 West Drive; Unit 802	N/A	5/14/2024
5/15/2024	Alfonso Joseph	Police	NBV PD Case Number: 202400022027	N/A	5/22/2024
5/15/2024	Joe Balber - Property Key	Village Clerk	NBV - Code Violation Report: April 2024	N/A	5/30/2024
5/17/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AGS6EIE NBV PD Case Number 202400010076	N/A	5/20/2024
5/20/2024	Brandon Menard	Police	NBV PD Case Number: 202400021300	N/A	5/31/2024
5/20/2024	Hernando Torres - Tonnson Design Studio	Building	Plumbing/Structural Plans:7601 E Treasure Dr, North Bay Village, FL 33141Folio: 23-3209-041-000	N/A	5/23/2024
5/20/2024	Jesica Jaime	Police	NBV PD Case Number: 202400023066	N/A	5/24/2024
5/21/2024	Ed Martin	Building	I am requesting an email of which the contents are: any permit applications for (tiki and chickee h	N/A	5/29/2024
5/22/2024	Carolyn Saulsberry - County Court / State Attorney	Police	BWC VR: AGS62UE NBV PD Case Number 202400007743	N/A	5/22/2024
5/22/2024	Janeth Suarez - Juvenile Division / State Attorney	Police	BWC VR: J24-607A/B NBV PD Case Number 202400022991	N/A	5/22/2024
5/22/2024	Tamara Huie - DUI / State Attorney	Police	BWC VR: A9KTRCE NBV PD Case Number 202400020516	N/A	5/22/2024
5/23/2024	Camile Case	Police	NBV PD Case Number: 202400022027 + Crash Video	N/A	5/24/2024
5/23/2024	Charlotte Thomas / Julia Kernberger and Leonard Runggold / Allie Herring - Partner Engineering and Science, INC.	Building Code Enforcement Fire Department Plan/Zone Village Clerk -	ESA for 1819-1855 79 Street Causeway. Parcel: 2332090000120Folio: 23-3209-000-0120 Best Western HotelShuckers Waterf		

5/23/2024	Eric Owens - EBI Consulting	Building Code Enforcement Fire Department Plan/Zone Village Clerk -	ESA and PCR for 1819-1855 79 Street Causeway. Parcel: 2332090000120Folio: 23-3209-000-0120 Best Western HotelShucker		
5/23/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AI8CDQE NBV PD Case Number 202400018899	N/A	5/23/2024
5/23/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AI8CK0E NBV PD Case Number 202400020764	N/A	5/23/2024
5/23/2024	Roxanne Goodluck - DIU Bach Armas Division / State Attorney	Police	BWC VR: AI8CJWE NBV PD Case Number 202400020705	N/A	5/23/2024
5/24/2024	Ahava Greenblatt	Village Clerk	Contact information for NBV Residents	N/A	5/24/2024
5/24/2024	Doris Acosta	Village Clerk	Contact information for NBV Residents	N/A	5/24/2024
5/27/2024	Regina Vasquez - Julie's realty	Village Clerk	Island Walk easement with deed restrictions for Eloquence on the Bay	N/A	5/28/2024
5/28/2024	Paula Maya	Building	7504 Jewel AveNorth Bay Village, FL 33141	N/A	5/29/2024
5/28/2024	Tiny Brandon - Misdemeanor Domestic Violence / State Attorney	Police	BWC VR: M24-11361 NBV PD Case Number 202400025263	N/A	5/28/2024
5/28/2024	Gilbert Pujols/P-ARC - Pujols Architecture	Building	Record Drawings: Architectural; Structural; MEP; Civil and Landscape drawings for the following p	N/A	5/30/2024
5/30/2024	Marcel Diaz - Felony Screening Unit - State Attorney	Police	BWC VR: F24-10000 NBV PD Case Number 202400023072	N/A	5/31/2024
5/31/2024	Isaura Paredes - Misdeameanor Domestic Violence / State Attorney		BWC VR: M24011486 NBV PD Case Number 202400025601	N/A	5/31/2024
5/10/2024 5/29/2024	Glenn Matonak - FOP	HR / Finance	General Employees Bargaining Unit, PERC Certification 1850: 1. The number of employees in the b	N/A	5/13/2024 5/31/2024
5/30/2024 5/31/2024	Holly Pendleton - Zoning Service-dot-com	Building Code Enforcement Fire Department Plan/Zone Village Clerk -	ESA for 1819-1855 79 Street Causeway. Parcel: 2332090000120Folio: 23-3209-000-0120 Best Western HotelShuckers Waterf		

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Samuel Bejar, Deputy Chief of Police

SPONSORED BY:

SUBJECT: **A Resolution Ratifying the Acceptance of an Edward Byrne Justice Assistance Grant Allocation and Approving a Budget Amendment Appropriating $40,320.00 from Forfeiture Fund Balance, and $3,126 from Grant Fund Balance to the Police Department's Life-Safety Services Operational Accounts - Village Manager Ralph Rosado, PhD, AICP (Deputy Chief of Police Samuel Bejar)**

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE ACCEPTANCE OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ALLOCATION FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO PURCHASE PORTABLE AUTOMATED EXTERNAL DEFIBRILLATOR MACHINES AND SUPPLIES FOR PATROL OFFICERS IN THE AMOUNT OF $3,126.00; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the resolution ratifying the grant allocation and approving a budget amendment.

BACKGROUND AND ANALYSIS

Pursuant to the applicable Village Code, Section §35.21, Village staff is requesting approval of the attached Budget Amendment Form (Exhibit A) for the Appropriation of Forfeiture Fund Balances to the attached Police Department Expenditure Accounts. The Police Department is requesting the transfers in furtherance of the deliverance of Life-Safety Services to the Residents of North Bay Village.

In addition, $3,126, it is also being requested to appropriated in the Grant Fund for the purchase of an AED (automated external defibrillators) and its operating supplies.

Please see Exhibit A and B for further information.

This action supports the NBV Pillar of Livability -

Livability

By centering on people – residents, business owners and visitors – North Bay Village will become a more attractive place to work, live and do business. The NBV100 Livability pillar puts the focus on placemaking in four ways:

- Prioritizing people over cars,
- Embracing the waterfront,
- Improving the quality of life, and
- Refreshing the NBV identity.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Appropriation of Forfeiture Fund Balance $40,320.00 (107.00.389.3890); Appropriation of State Grant $3,126 (101.00.331.3310)

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Byrne Grant Agreement - FDLE-BA.DOCX
Exhibit A - AED GRANT-R7223-.pdf
Exhibit B- Budget Amendment.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE ACCEPTANCE OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ALLOCATION FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO PURCHASE PORTABLE AUTOMATED EXTERNAL DEFIBRILLATOR MACHINES AND SUPPLIES FOR PATROL OFFICERS IN THE AMOUNT OF $3,126.00; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Law Enforcement ("FDLE") administers the Edward Byrne Memorial Justice Assistance Grant ("JAG"), a formula-based, block-grant program from the U.S. Department of Justice ("DOJ"), to improve the criminal justice system; and

WHEREAS, North Bay Village (the "Village") applied for the JAG Grant (the "Grant") from FDLE to assist the Village in purchasing portable automated external defibrillator machines and supplies for patrol officers (the "Equipment"); and

WHEREAS, FDLE awarded the Village a JAG Grant in the amount of $3,126 for the Equipment pursuant to the JAG Grant Agreement with FDLE attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the Village Commission desires to ratify the acceptance of the Agreement; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (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, in order to provide the necessary funding for the Equipment and 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. Grant Accepted. That the Village Commission hereby ratifies the acceptance of the Agreement.

Section 3. Authorization. That the Village Manager is hereby authorized to execute any required or related agreements, amendments, or documents that are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

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 is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this __ day of June, 2024.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: North Bay Village

Recipient SAM UEI: MJXPWHNYB1L5

Award Number: R7223

Award Period: 10/01/2023 – 09/30/2024

Award Title: C-R7223: AED MACHINE & SUPPLIES

Federal Funds: $3,126.00

Matching Funds: $0.00

Total Funds: $3,126.00

CFDA: 16.738

Federal Award Number: 15PBJA-22-GG-00656-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost:No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the North Bay Village (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix B)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7223
Award Title: C-R7223: AED MACHINE & SUPPLIES
Award Period: 10/01/2023 – 09/30/2024

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: 3/29/24

Recipient
North Bay Village

Signature: _____

Typed Name and Title: Brent Latham, Mayor

Date: _____

***** If using a designee, sign in the "Chief Official Designee" section below. *****

Chief Official Designee (optional)
North Bay Village

Signature: _____

Typed Name and Title: Ralph Rosado, Village Manager

Date: 3/19/24

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	R7223
Recipient:	North Bay Village
Award Title:	C-R7223: AED MACHINE & SUPPLIES
Award Period:	10/01/2023 - 09/30/2024

Problem Identification

North Bay Village requires funding to purchase portable automated external defibrillator (AED) machines and AED supplies for patrol officers. The goal for the village is to have an AED machine in every police cruiser.

This initiative enhances the village's ability to provide emergency services to the community. North Bay Village is a three-island municipality accessed through two drawbridges. One connects the North Bay to Miami, and the other provides access to Miami Beach. The one fire station that serves our community is at risk of being shut down due to budget constraints, and administrators are beginning to look for ways to consolidate services. If the county ever closes this station, our officers will become the first to respond to an emergency within the village, and access to life-saving equipment is a must.

Without funding, the village will not have the equipment to respond to emergency calls. The police department has purchased and is currently using six AED machines that have to be shifted around to ensure each officer has access to one. Recent statistics from the Florida Department of Health indicate that emergency room visits for heart attacks have increased over the past three years in Miami-Dade County. It is vital to have officers trained and equipped to respond in these emergency situations. This purchase will improve the quality of service we provide to the citizens of North Bay Village.

Scope of Work

Upon funding, North Bay Village plans to procure AED machines, pads, and batteries. All current officers in the village receive First Aid/CPR/AED training, as well as any new officers. The purchase of the additional AED machines will allow each officer to have one AED machine in their cruisers during every shift. The officers will be better equipped to save lives with a designated machine in their vehicle. The village will research vendors before purchasing the machines.

Appendix B - Deliverables

Award Number:	R7223
Recipient:	North Bay Village
Award Title:	C-R7223: AED MACHINE & SUPPLIES
Award Period:	10/01/2023 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure AED machines, pads, and batteries for the machines.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $3,126.00

Appendix C - Approved Budget

Award Number:	R7223		
Recipient:	North Bay Village		
Award Title:	C-R7223: AED MACHINE & SUPPLIES		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	$3,126.00	$0.00	$3,126.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
AED MACHINE	1 x AED machine @ $1495.00/each = Total $1495.00	$1,495.00	$0.00	$1,495.00
			D. Equipment Subtotal:	**$1,495.00**

E. Supplies

Item Name	Description	Grant Funded	Match	Total
AED Supplies	AED Pediatric Pads 2 @ $94.60/each = Total $189.20 AED Adult Pads 10 @ $64.50/each = Total $645.00 AED Battery 3 @ $367.22/each = Total $1,101.66	$1,631.00	$0.00	$1,631.00
			E. Supplies Subtotal:	**$1,631.00**

Appendix D: Award Contacts

Award Number:	R7223
Recipient:	North Bay Village
Award Title:	C-R7223: AED MACHINE & SUPPLIES
Award Period:	10/01/2023 - 09/30/2024

Recipient Grant Manager (GM)

Name: Annabelle Rodriguez
Title: Grants Procurement Accountant
Address: 1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141
Phone: 3057567171
Email: arodriguez@nbvillage.com

Recipient Chief Official (CO)

Name: Brent Latham
Title: Mayor
Address: 1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141
Phone: 305-756-7171
Email: blatham@nbvillage.com

Recipient Chief Financial Officer (CFO)

Name: Angela Atkinson
Title: Chief Financial Officer
Address: 1666 Kennedy Causeway
Suite 300
North Bay Village, FL
Phone: 305-756-7171
Email: aatkinson@nbvillage.com

Recipient Additional Point of Contact (POC)

Name: Ralph Rosado
Title: Village Manager
Phone: 305-756-7171
Email: rrosado@nbvillage.com

Appendix E: Special Conditions

Award Number:	R7223
Recipient:	North Bay Village
Award Title:	C-R7223: AED MACHINE & SUPPLIES
Award Period:	10/01/2023 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001	The Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
S0002	At the time of application, the Recipient had not submitted a current EEO Plan (Utilization Report) to the Office of Criminal Justice Grants. The Recipient must provide an EEO Plan to the Office of Criminal Justice Grants at monitoring.
S0003	A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
W0004	WITHHOLDING OF FUNDS: The project period for this award starts 10/01/2023. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2022 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds; non-collectible items; procedure
- Section 215.97, F.S. Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal

purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to

match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal

or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 **Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 **Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 **General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

16.0 **Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 **For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 **Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 **Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 **Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 **Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 **Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 **Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities

Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 **Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 **Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/Grants/Contacts.

11.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

13.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

14.0 **Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 **Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 **Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R.

§200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for

work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 Contractual Services - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. ***[Federal Award Number]*** *awarded by the* ***[Bureau of Justice Assistance/Bureau of Justice Statistics]****, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and

includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including

properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 **Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 For JAG: Extreme Risk Protection Programs – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 **For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

26.0 **For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

27.0 **For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

Budget Amendment Form

Department	Police Department	Date	6/11/2024
Fund(s) to be changed: Forfeiture and General fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
107.00.389.3890	Appropriation of Fund Balance	$ -	$ 40,320.00
107.21.521.3131	Contract Services Data Processing-Safer Watch Software	$ 8,100.00	
107.21.521.5231	Special Department Supplies-High Gloss Holster for new gun for Honor Guard	$ 1,360.00	
107.21.521.5340	Travel, Conferences & Meetings-Command School Lodge Master Sgt.	$ 11,367.00	
107.21.521.6430	Machinery & Equipment- Body Armor	$ 3,700.00	
107.21.521.6430	Machinery & Equipment- BWC (Grant Match)	$ 15,793.00	
101.00.331.3310	Federal Grant-JAG		$ 3,126.00
101.21.521.5230	Operating Supplies-AED Batteries	$ 3,126.00	
TOTAL (Columns must be equal)		**$ 43,446.00**	**$ 43,446.00**

Description:

Appropriate fund balance of $40,320 in the Forfeiture Fund for qualified Police Department Expenditures. Appropriate State Grant of $3,126 in General Fund to pay for AED Machine and Operating Supplies.

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Vice Mayor Chervony

SUBJECT: A Resolution Calling for a Special Election on November 5, 2024 Relating to the Charter Review Board's Proposals - Village Attorney Haydee Sera (Sponsored by Vice Mayor Dr. Richard Chervony)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING A SPECIAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VILLAGE'S ELECTORATE; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On May 14, 2024, the Village Commission considered the Charter Review Board's Final Report and Recommendations (the "Report"). The Report, which is attached to this agenda item, includes general information about the Board, as well as:

- 10 proposed ballot questions to be included in the November 5, 2024 election;
- minutes of all of the Board's meetings (Exhibit A to the Report); and
- proposed Charter amendments set forth in a ~~strikethrough~~ and underline format of the Village Charter (Exhibit B to the Report).

After considering the Board's ten proposed ballot questions, the Village Commission recommended on May 14, 2024 that seven questions be presented to the electorate (proposed questions 2, 4, 5, 6, 8, 9, and 10) and that three questions be removed from consideration (1 (Commission Compensation), 3 (Notice Prior to Removal of Village Manager), and 7 (Form of Nominating Petition)).

Accordingly, the proposed Resolution calling for a special election and the accompanying Exhibit A, which reflects the proposed language in the Charter if the ballot questions are approved, have been updated to eliminate the questions relating to Commission Compensation, Notice Prior to Removal of Village Manager, and Form of Nominating Petition. Note: the numbers of the ballot questions have also been updated.

In addition to the questions proposed by the Charter Review Board, if the Commission wishes to modify or add proposed Charter amendments, it may do so.

For reference, the following background information is attached for the Commission's consideration of the Board's proposals:

- Attachment: Salary Analysis by Village Attorney's Office
- Attachment: 2018 Miami-Dade County Commission on Ethics Report on Elected Officials Compensation
- Attachment: Memo from Village Attorney to Charter Board relating to sample Debt Caps from Key Biscayne and Cutler Bay and applicability in NBV
- Attachment: Case Law: *City of Miami v. Gabela*, 48 Fla. L. Weekly D2146 (Fla. 3d DCA Nov. 7, 2023)

Other November 5, 2024 Election Matters

Friday, July 26, 2024 is the deadline set by the Miami-Dade County Supervisor of Elections to submit proposed Charter amendments to be included on the November 5, 2024 election.

In addition to any proposed Charter amendments, on November 5, 2024, the Village's electorate will vote for Mayor, North Bay Island Commissioner, and Treasure Island Commissioner.

If the Commission wishes to add other, non-Charter related questions to the November 5, 2024 ballot (e.g., a ballot question for approval of a general obligation bond), it may adopt a separate resolution providing for the relevant questions. However, the Village must seek permission from the County's Supervisor of Elections to add any such items.

Recommendation

It is recommended that the Village Commission adopt the proposed Resolution calling for the November 5, 2024 election, which Resolution will set forth the proposed Charter amendments and ballot questions.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Legal fees of $60,000 have been budgeted for the Charter Review process during the 23-24 FY. Additional expenses may be incurred for notices/advertising, cost of election, etc.

PERSONNEL IMPACT

Village Attorney and Clerk will work on election and post-election matters related to the proposed Charter Amendments.

ATTACHMENTS

2024 Charter Review Board Report.pdf
Exhibit A to CRB Report - CRB All Approved Minutes 4.2.24.pdf
Exhibit B to CRB Report - Proposed Charter Amendments.pdf
Research on Compensation of Elected Official Salaries.pdf
MDCCEPT 2018 Compensation Report 1-18.pdf
Memo - Section 3.02 - Expenditures and Borrowing.PDF
Case Law - Miami v Gabela - Residency Qualifications.pdf
Resolution Calling SE for Charter Amendments.DOC
Exhibit A - Charter with Proposed Amendment Language - .pdf

NORTH BAY VILLAGE
EST. 1945

2024 Charter Review Board

Final Report and Recommendations

Introduction

Section 10.01(A) of the Charter of North Bay Village (the "Village") mandates that the Charter be reviewed six years from November 8, 2000 and each sixth year thereafter by an advisory Charter Review Board (the "Board") appointed by the Village Commission with a minimum of five members with at least one representative from each island.

Section 10.01(A) of the Village Charter further provides that any proposed revisions to the Charter must meet the approval of the qualified electors of the Village at an election to be held at the same time as the regularly scheduled municipal Commission election immediately following each sixth year Charter review.

On November 9, 2023, the Village Commission adopted Resolution No. 2023-145, appointing seven voting and one nonvoting Commission Liaison to the Board to review the Village's Charter in preparation for the regularly scheduled municipal election occurring on Tuesday, November 5, 2024.

The Board

The following residents were appointed to the Board:

Member	Seat Represented
Paul C. Jacob	Harbor Island
Kip Dugal	North Bay Island
Helena Gil	Treasure Island
Indira Shakti	At-Large
Eddie Lim	At-Large
Alisha Graham	At-Large
Sherry Abramson	At-Large
Dr. Richard Chervony	Commission Liaison (Non-Voting Member)

Mr. Dugal served as Chair and Ms.Shakti served as Vice Chair.

The Board's work was assisted by the Village Attorney's Office led by Haydee S. Sera, Esq. of Weiss Serota Helfman Cole & Bierman, P.L., Village Clerk Alba L. Chang, CMC, and Village Manager Dr. Ralph Rosado, AICP.

Meetings

The Board met on the following dates in the Village Commission Chambers:

- Monday, December 4, 2023
- Monday, January 8, 2024
- Monday, February 5, 2024
- Thursday, February 15, 2024
- Monday, March 4, 2024

The Board meetings were held in the Village Commission Chambers at Village Hall at 1666 Kennedy Causeway and were properly noticed, open to the public, and streamed live.

Minutes of the meetings are attached hereto as ***Exhibit A.***

PROPOSED AMENDMENTS

The Board proposed various amendments to the Village Charter. The proposed amendments are set forth in a ~~strikethrough~~ and underline format of the Village Charter attached hereto as ***Exhibit B***.

The Board proposes that the below questions be submitted to the Village's qualified electors at the November 5, 2024 election. The Board recognizes that the proposed amendments and questions will be considered by the Village Commission and may be subject to further revision.

1. CONSUMER PRICE INDEX COMPENSATION ADJUSTMENT

The Village Charter provides that the Mayor be compensated $7,800 per year and that each Commissioner be compensated $6,300 per year. It is proposed that the Charter be amended to provide that this compensation shall be increased, but not decreased, by the Consumer Price Index (CPI) annually.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

2. PUBLIC NOTICE REQUIREMENTS

The Village Charter provides that certain public notices be published in a newspaper of general circulation. It is proposed that the Charter be amended to provide that notice may alternatively be provided as otherwise permitted by Florida law, including on a publicly accessible website, provided that the cost of web advertising is less than newspaper advertising and the web publication conforms in other respects to State and Village law.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

3. NOTICE PRIOR TO REMOVAL OF THE VILLAGE MANAGER

The Village Charter provides that the Village Commission may remove the Village Manager by a minimum of three votes in favor of removal. It is proposed that before the Village Manager may be removed without cause, at least two public meetings at least 48 hours apart must be held where the Village Manager's removal is approved by a majority of the Village Commission at each meeting.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

4. EMPLOYEES OF THE VILLAGE CLERK'S OFFICE

The Village Charter provides for the Village Clerk to report directly to the Village Commission. The Charter is silent as to who has responsibility for other personnel in the Clerk's office. It is proposed that the Charter be clarified to give the Clerk responsibility for all personnel within the Clerk's office.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

5. CONTINUOUS RESIDENCY REQUIREMENT

Shall the Charter be amended to provide that candidates for Mayor and Commission must reside in the Village or the respective island for a continuous period of not less than one year immediately prior to the date of the subject candidate's initial filing of qualifying papers?

[ ] Yes

[ ] No

6. QUALIFYING PERIOD

The Village Charter provides that the qualifying period for elections be set by the Village Commission. It is proposed that the Charter be amended to set forth within its text that there be a 10-business day qualifying period beginning no earlier than noon on the third Monday of July and ending no later than noon on the second Friday thereafter.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

7. FORM OF NOMINATING PETITION

The Village Charter provides the form of the nominating petition for candidates for Mayor and Commission. It is proposed that the Charter be amended to require that the form of nominating petition include the signer's date of birth or voter registration number.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

8. TREASURE ISLAND ZONING

It is proposed that the Village Charter be amended to provide that the zoning of properties on Treasure Island that are currently zoned as RS-2 shall remain as single-family and be prohibited from being rezoned to other than single-family zoning.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

9. LIMIT ON VILLAGE DEBT

The Charter provides that expenditures for real property acquisition and capital projects shall not exceed 20% of the Village's total operating budget, unless approved by referendum. Shall the Charter be amended to instead provide for a debt limit of the greater of 3% of the total assessed value of all property within the Village or the amount which would cause annual debt service to equal 15% of general fund expenditures for the previous fiscal year?

[ ] Yes

[ ] No

10. CHARTER NON-SUBSTANTIVE AND TECHNICAL UPDATES

It is recommended that the Village Charter be amended to strike provisions that are obsolete or are in conflict with state law and to reflect non-substantive stylistic and technical changes, along with any amendments needed for conformity, implementation and consistency of Charter amendments.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

North Bay Village
Charter Review Board Certification

The members of the North Bay Village Charter Review Board, duly appointed by the Village Commission on November 9, 2023, hereby deliver to the Honorable Mayor and Members of the Village Commission of North Bay Village, Florida, the Charter Review Board's Final Report and Recommendations prepared pursuant to Section 10 of the Village Charter.

Respectfully submitted March 4, 2024.

/s/ Kip Dugal
Kip Dugal, Chair
Indira Shakti, Vice Chair
Sherry Abramson
Helena Gil
Alisha Graham
Paul C. Jacob
Eddie Lim

Attest:

/s/ Alba L. Chang
Alba L. Chang, CMC, Village Clerk

NORTH BAY VILLAGE

CHARTER REVIEW BOARD MEETING MINUTES
DECEMBER 4, 2023 | 6:00 PM
1666 Kennedy Causeway #101 North Bay Village, FL 33141
Meeting ID: 814 0447 2380 | Passcode: 795449

1. OPENING ITEMS

A. Call to Order

The Regular Meeting of the Advisory Charter Review Board was called to order in the Commission Chambers at 6:00 P.M.

B. Roll Call

Board Members:
Sherry Abramson
Kip Dugal
Helena Gil
Alisha Graham
Paul Jacob
Eddie Lim
Indira Shakti

Board Liaisons

Dr. Richard Chervony, Vice Mayor (Commission Liaison)
Alba L. Chang, Village Clerk
Haydee Sera, Village Attorney

2. NEW BUSINESS

2A. An Introduction to the Charter Review Board

o Duties of Charter Review Board
o Review of Proposed Meeting Schedule

Village Attorney Sera explained the process for reviewing the Village Charter; discussed the Board's role in reviewing and assessing the Village Charter, and subsequently vote on amendments for recommendation to the Village Commission.

At this time the Board Members introduced themselves to each other and shared their background.

2.B Selection of a Chair

ACTION: Board Member Shakti made a motion to Nominate Paul Jacob as the Board Chair. Mr. Jacob declined the nomination due to work obligations.

ACTION: Board Member Lim made a motion to nominate Kip Dugal as Chair. Board Member Graham seconded the motion, and it passed by unanimous voice vote.

2.C Selection of a Vice Chair

ACTION: Board Member Lim made a motion to nominate Board Member Shakti as Vice Chair. Board Member Jacob seconded the motion, and it passed by unanimous voice vote.

Village Clerk Chang performed the oath of office to the Charter Review Board.

2.D Review of Public Records, Sunshine, and Ethics Laws

Village Attorney Sera provided a brief overview of public records, Sunshine, and ethics laws.

3. PUBLIC COMMENTS

Pilar Somoza, 7510 Miami View Dr.

Marlee Brody, 1301 Miami View Dr.

It was the consensus of the Board to approve the proposed meeting dates as presented by Staff.

4. NEXT BOARD MEETING - Monday, January 8, 2024

Vice Mayor Chervony announced the next Board meeting will be held on January 8, 2024.

5. ADJOURNMENT

There being no further business to discuss the meeting was adjourned at 6:43 P.M.

Kip Dugal,
Chair

Respectfully Submitted,

Alba L. Chang
Village Clerk

NORTH BAY VILLAGE

CHARTER REVIEW BOARD MEETING MINUTES
JANUARY 8, 2024 | 6:00 PM
1666 Kennedy Causeway #101 North Bay Village, FL 33141
Meeting ID: 898 3203 3824
Passcode: 816412

1. OPENING ITEMS

A. Call to Order

The Regular Meeting of the Advisory Charter Review Board was called to order in the Commission Chambers at 6:02 P.M.

B. Roll Call

Board Members:
Sherry Abramson arrived late at 6:18 p.m.
Kip Dugal
Helena Gil
Alisha Graham
Paul Jacob
Eddie Lim
Indira Shakti

Board Liaisons
Dr. Richard Chervony, Vice Mayor (Commission Liaison)
Haydee Sera, Village Attorney
Ralph Rosado, Village Manager
Alba L. Chang, Village Clerk

2. NEW BUSINESS

2.A Approval of the December 4, 2023, Meeting Minutes

ACTION: Chair Dugal made a motion to approve the meeting minutes. Board Member Graham seconded the motion, and it passed by unanimous voice vote.

2.B Discussion and Review of the Village Charter

Village Attorney Haydee Sera stated that her recommendations pertained to meeting notices. Certain sections in the Charter mandate the Village to advertise in a general circulating newspaper.

The following sections received no comments or suggestions during the meeting:

- Legislative History
- Preamble
- Definitions
- Citizen's Bill of Rights (this section mirrors the County Bill of Rights)
- Article I – Creation
- Article II Corporate Limits

Article III – Village Commission
§3.04 Compensation

Board Member Lim proposed a change to the compensation of the Village Commission.

ACTION: Board Member Lim made a motion to increase the Commission compensation to:

- $2,000 for Commissioner a month ($24,000 annually)
- $3,000 for Mayor a month ($36,000 annually)

Board Member Graham seconded the motion.

The Board requested staff to provide information on the salaries of elected officials in surrounding cities.

ACTION: Chair Dugal made a motion to table the current motion to increase the Village Commission Compensation to the next meeting. Board Member Jacobs seconded the motion, and it passed by unanimous voice vote.

Section 3.02 C - 20% of Operating budget.
Section 3.02 D – Waiver of Referendum

Board Member Jacobs made a motion for Staff to conduct research and review best practices observed in other cities. He further recommended exploring a tiered option for specific matters and emphasized the need for clarification on what would constitute an emergency.

Vice Chair Shakti seconded the motion, and the motion passed by unanimous voice vote.

3.06 – Advertising of Notices
Board Member Jacobs suggested that the Charter refer to online publication.

Village Attorney Sera highlighted the recent changes in State Law, allowing for online publication. She proposed that notices be provided in accordance with Chapter 50 of the Florida Statutes.

The consensus among attendees was to incorporate the recommended changes to align with state law.

3.02 E – Sale and Lease of Real Property.
Board Member Abramson proposed that any future agreements or licenses for Village-owned property should necessitate a referendum. Subsequently, a discussion ensued regarding the formulation of criteria to determine the circumstances under which a voter referendum would be triggered, specifically addressing the types of property that can be leased or used.

There was a consensus among the Board for the Village Attorney to provide language for the inclusion of long-term leases/licenses pertaining to Village-owned property.

Village Attorney Sera clarified that the presence of the Miami-Dade County Fire Department at Village Hall is permitted by Charter (§3.04) because it qualifies as a government agency.

ACTION: Board Member Abramson made a motion to include licenses and operation agreements in Section 3.02 E for a duration exceeding 10 years, or alternatively, include a specified percentage. Board Member Graham seconded the motion, and it passed by unanimous voice vote.

§ 3.08 B – *Emergency Ordinances*
Board Member Jacobs proposed an update to the Village Charter to align with meeting procedures. The suggestion was to publish ordinances one week before a meeting.

3.09 E - *Meeting Time limits*
Vice Chari Shakti emphasized the need for a meeting time cap as she felt that the public would not be available during the late hours of the evenings.

Village Attorney Sera clarified that the Village Commission adopted a Resolution outlining meeting procedures. According to this resolution, agendas and supporting documents for Commission Meetings must be published one week before the meeting. Additionally, the resolution grants the Village Commission the discretion to extend meeting time as needed.

3. PUBLIC COMMENTS

- Pilar Somoza - 7510 West Drive
- David Mendenhall - 7510 West Drive

4. NEXT BOARD MEETING – February 5, 2024, at 6:00 PM

5. ADJOURNMENT

Chair Dugal made a motion to adjourn the meeting. Vice Chair Shakti seconded the motion, and it passed by unanimous voice vote.

There being no further business to address meeting was adjourned at 7:41 p.m.

Kip Dugal,
Chair

Respectfully Submitted,

Alba L. Chang
Village Clerk

NORTH BAY VILLAGE

CHARTER REVIEW BOARD MEETING MINUTES
FEBRUARY 5, 2024 | 6:00 PM
1666 Kennedy Causeway #101 North Bay Village, FL 33141
Meeting ID: 822 8051 9005 | Passcode: 200115

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1. OPENING ITEMS

A. Call to Order

The regular meeting of the Charter Review Board was called to order in the Commission Chambers at 6:05 p.m.

B. Roll Call

Board Members:
Sherry Abramson
Kip Dugal
Helena Gil
Alisha Graham
Paul Jacob
Indira Shakti

Absent
Eddie Lim

Board Liaisons
Dr. Richard Chervony, Vice Mayor (Commission Liaison)
Haydee Sera, Village Attorney
Ralph Rosado, Village Manager
Alba L. Chang, Village Clerk

2. APPROVAL OF MINUTES

2.A Approval of the January 8, 2024 Meeting Minutes

ACTION: Chair Dugal made a motion to approve the meeting minutes. Board Member Jacob seconded the motion, and it passed by unanimous voice vote.

3. UNFINISHED BUSINESS

3.A Update and Review of Sections 3.02 - 3.04 of the Village Charter

Village Attorney Haydee Sera stated that per the Board's request, Staff conducted research regarding the salaries of the Village Commission.

Further information was gathered on borrowing and expenditure practices in other cities.

Discussion ensued regarding Section 3.02 of the Village Charter concerning borrowing.

Village Attorney Sera provided research findings from Key Biscayne and the Town of Cutler Bay, highlighting their debt cap requirement in their Charters. Notably, the current Village Chapter addresses expenditure rather than debt cap.

The Village Code mandates a 20% general fund reserve, as specified in Section 35.22 of the Village Code.

Mr. Jeff De Carlo expressed that he had not encountered a provision like this before, suggesting that limiting the Village's debt may be more appropriate than imposing a spending cap.

He explained that Both Charters (Key Biscayne and Town of Cutler Bay) stipulate that the total debt should not exceed 1% of the property as certified by the Miami Dade County Property Appraiser. Figures regarding the assessed value and potential impact will be provided by the next meeting.

Discussion continued regarding defining debt service and the need for clarity within the Village's Charter.

Chair Dugal raised questions regarding Section 3.02 A-B, pondering if the 20% could serve as the debt cap.

There was a brief discussion on the different types of debts, such as General Obligation bonds requiring voter approval, while others, like water and sewer debt, may not require a referendum. There was a comparison with other cities, highlighting the potential for a recommendation to establish a debt limit or amend it through an ordinance.

Village Attorney Sera stated that the Board will need to guide goals and objectives as it relates to the section.

Update on Section 3.02 E – Sale and Lease of Municipal Property

Ms. Sera conducted initial research and will provide more information at the next meeting. It was noted that while the City of South Miami has a similar language, they did not require a referendum.

Board Member Jacob expressed concerns regarding the Board's purview in recommending matters that have already been approved by the Village Commission.

- *Update on Section 3.04 Compensation*

At the last Board Meeting Board Member Lim provided a recommendation to raise the salaries for elected officials.

The Village Clerk presented data from the 2018 Ethics Commission survey and an informal survey from neighboring municipalities. Chair Dugal highlighted that Village elected officials' compensation was last been adjusted in 2006.

During the January 8th Board Meeting Board Member Eddie Lim proposed the following salary.
$36,000 for Mayor
$24,000 for Commissioners

Board Member Jacob suggested a cost-of-living increase (COLA) but expressed concerns about voter approval, citing the Village's Manager-Commission form of government.

Village Attorney Sera mentioned that the Board could propose to voters that the salary be established by ordinance, potentially set by the Commission.

Board Member Abramson expressed concern about potential conflict.

Vice Mayor Chervony highlighted the benefit of Commissioners joining the health benefit plan at individual cost, emphasizing their commitment to community improvement.

Board Member Graham inquired about the last approved salary amounts.

Vice Chair Shakti proposed setting a percentage of the general fund amount. She noted that the adopted budget allocates 0.04% of the budget to Village Commission salaries.

Village Attorney Sera referenced the last failed ballot question from 2018 on the proposed compensation as follow:
$9,000 for Commissioners
$10,500 for Mayor

She recommended providing both a specific number and/or a percentage in the budget with a cap. The percentage would need to be determined.

Board Member Jacob proposed any increase in compensation could be based on the adopted budget, specifically out of the Commission budget and the increase could not exceed $500 annually.

Vice Chair Shakti emphasized that salaries should not fall below the current adopted salary.

The minimum salary should not go below the current rate, and the increase should not exceed $500 annually.

4. DISCUSSION ITEMS

4.A Discussion and Review of the Village Charter

*** Article IV. Administrative**
*** Article V. Elections**
*** Article VI. Boards**
*** Article VII Finance and Taxation**
*** Article VIII. Borrowing for Municipal Projects**

4.01 F. Removal of the Village Manager

Board Member Jacob proposed that removing the Village Manager be done in two separate sessions to allow for a cooling period.

ACTION: Board Member Jacobs made a motion to provide a provision that any consideration to remove the Village Manager be discussed in two separate meetings. Board Member Abramson seconded the motion, and it passed by unanimous voice vote.

4.02 - Village Clerk

Village Clerk Chang made a recommendation to include language similar to the Town of Cutler Bay as it relates to staff that work directly with the Office of the Village Clerk.

The Village Clerk shall be responsible for appointing, hiring, promoting, supervising, and removing of all employees of the office of the Village Clerk as authorized by the Village Commission in the annual budget or as otherwise provided by resolution or ordinance.

ACTION: Vice Chair Shakti made a motion to accept the Village Clerk's recommendation and include the suggested language. Board Member Graham seconded the motion, and it passed by unanimous voice vote.

Article V – Elections

Village Attorney Sera stated that residency requirements for the Village Commission mandate that candidates must be residents of their respective islands before submitting their qualifying papers. Recently, there was litigation from the City of Miami concerning residency requirements in the City Charter. Village Attorney Sera recommended including the proposed language as "immediate

and continuous residency" as the intended requirement. The proposal was for candidates to have lived at their residence continuously for one year.

ACTION: Board Member Graham made a motion to accept the Village Attorney's recommendation and include the suggested text to update residency requirements. Chair Dugal seconded the motion, and it passed by unanimous voice vote.

Board Member Jacob suggested a 4-year term for the Mayor so it aligns with all the Commissioners.

There was a discussion on the possible charter amendment of the Mayor term of office.

ACTION: Board Member Jacob made a motion to extend the term of the Mayor to 4 years. Vice Chair Shakti seconded the motion, and it failed on a 2-4 vote.

Qualifying period for General Election

Village Attorney Sera explained the Village's current process of setting the qualifying period is via resolution and it is approved by the Village Commission. She explained other cities have their qualifying period set in their Charter via a calculation such as 75 days prior to but not less than 30 days before an election. It would be the Board's discretion to explore and create a calculation.

ACTION: Board Member Abramson made a motion for staff to explore a formula to set the qualifying period in the Charter for 14 days. Chair Dugal seconded the motion, and it passed by unanimous voice vote.

5.05 - Nominating Petitions

The Village Attorney stated that it is recommended to update the form for the DOB and/or voter registration to be added to the nominating petitions.

ACTION: Board Member Graham made a motion to move forward as recommended and include the date of birth and/or Voter registration number on the nominating petition. Board member Jacob seconded the motion, and it passed by unanimous voice vote.

Section 5.10 Poll Watcher and 5.11 of the Charter.

Staff are recommending the removal of obsolete language and adding provisions to comply with state election laws.

ACTION: Board Member Abramson made a motion to accept staff recommendations and provide language to comply with state law. Board Member Jacob seconded the motion, and it passed by unanimous voice vote.

6.01 - Advisory Boards

There was a discussion on why business owners are permitted to be appointed to the Village advisory Boards.

Board Member Abramson suggested excluding business owners from participating on residents advisory boards.

Board Member Jacob stated that they have more financial interest in the Village. They are only making recommendations.

Village Attorney Sera stated there is no state requirement to have a Civil Service Board. The Charter reads that the Village ***may*** have one. The duties of the Civil Service Board are being handled by the union through the collective bargaining agreement.

ACTION: Board Member Graham made a motion to table the item and bring back the relevant ordinance on advisory boards. Vice Chari Shakti seconded the motion, and it passed by unanimous voice vote.

6.02 Civil Service Board

There was a consensus to leave the section as is and add language for NBV voters.

Board Member Abramson would like clarification that they are registered voters of the Village.

Chair Dugal can the ordinance clarify the provision of registered voters of North Bay Village. Village Attorney Sera responded yes; it can be updated via ordinance.

There were no recommendations for Section 6.02

6.03 Planning and Zoning Board

Chapter 7

There were no recommended changes.

Line 343- Reimbursement of Commissioner's Legal Fees.

Board Member Graham asked how many times that provision has been exercised. She requested to see a report of the last reimbursement. The Village Attorney responded that in the last fiscal year only $50,000 had been budgeted for.

Vice Mayor Chervony stated that in the last 3 years, he has signed checks amounting to $23,000 for legal fees.

Village Attorney clarified that the section is limited to civil actions.

Board Member Graham suggested that the vote be 4/5 for Commission Reimbursement Fees.

There was consensus to table discussion to the next Board meeting.

Vice Mayor Chervony conveyed that a Commissioner had suggested to the Charter Review Board the possibility of putting the potential name change to "Miami Bay Islands" on the ballot.

However, there was no agreement reached to discuss altering the Village's name.

ACTION: Chair Dugal proposed maintaining the Village Name unchanged, a motion seconded by Board Member Abramson, and the motion passed by unanimous voice vote.

5. PUBLIC COMMENTS

Pillar Somoza – 7510 West Drive.

6. NEXT BOARD MEETING - February 15, 2024, at 6:00 p.m.

7. ADJOURNMENT

8.

Chair Dugal made a motion to adjourn the meeting. Vice Chair Shakti seconded the motion, and it passed by unanimous voice vote.

There being no further business to address the meeting was adjourned at 9:01 p.m.

Kip Dugal,
Chair

Respectfully Submitted,

Alba L. Chang
Village Clerk

NORTH BAY VILLAGE
CHARTER REVIEW BOARD MEETING MINUTES
FEBRUARY 15, 2024 | 6:00 PM
1666 Kennedy Causeway #101 North Bay Village, FL 33141
Meeting ID: 833 8735 8336 | Passcode: 056199

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1. OPENING ITEMS

A. Call to Order

The Regular Meeting of the Advisory Charter Review Board was called to order in the Commission Chambers at 6:04 P.M.

B. Roll Call

Board Members:
Sherry Abramson arrived late at 6:18 p.m.
Kip Dugal
Alisha Graham
Paul Jacob

Absent
Helena Gil
Eddie Lim
Indira Shakti

Board Liaisons
Dr. Richard Chervony, Vice Mayor (Commission Liaison)
Haydee Sera, Village Attorney
Ralph Rosado, Village Manager
Alba L. Chang, Village Clerk

2. UNFINISHED BUSINESS

2A Review of Sections 3.02(A-D), Limitations of Powers of the Commission (Acquisition of Real Property; Capital Improvement Projects; Excess of 20% of Current Total Operating Budget; Waiver of Referendum)

Village Attorney Sera addressed the unfinished business from the last Board meeting. Jeff DeCarlo was available to address any questions regarding the commencement of line 265 on the Charter, Section 3.08 a, b, c, regarding the expenditure cap. Ms. Sera asked if the Board intended to establish an expenditure cap. She provided the Code from the Town of Cutler Bay as a reference for how debt caps are calculated.
Chair Dugal suggested moving the item to the next board meeting to allow for feedback from other members.

Board Member Jacobs inquired about the legal implications of removing lines 265-290 of the Charter. The proposal was to replace this section with language similar to that of Key Biscayne and the Town of Cutler Bay.

The Board reached a consensus to defer item 2A to the next Board meeting for further discussion.

2B Review of Section 3.02(E), Limitations of Power of the Commission (Sale and Lease of Real Property)

The Village Attorney updated the Board as requested by Board Member Abramson to include a provision regarding the sale and lease of real property. The legal Team conducted research on other cities' Charters concerning this matter. The Town of Cutler Bay and the Village of Pinecrest require a referendum for any lease exceeding 5 years, while South Miami mandates a supermajority vote for certain leases involving real property.

Line 291-297 (of the Village Charter) pertains to the sale and lease of property, with Section 298 providing language on exceptions.

At the last Board meeting, the Board reference Sections 302-303 recommended extending leases/agreements, but the Board suggested extending beyond concessions agreements and software license agreements, such as agreements with yoga instructors or construction agreements. Board Member Abramson emphasized the need to streamline approval processes, citing concerns over the approval of AFA agreements for 30 years. Village Attorney Sera did *not* recommend making changes to existing provisions, with Chair Dugal recommending maintaining the language as is.

ACTION: Chair Dugal made a motion to maintain the language as is for Section 3.02. Board Member Jacobs seconded the motion, and it passed by a 3-1 poll vote with Board Member Abramson opposed.

2C Review of Section 3.04, Compensation

The Village Clerk conducted a survey of the salaries of elected officials in surrounding cities. The Board proposed a percentage increase with a cap on compensation. However, Village Attorney

Sera expressed concern regarding the percentage increase to the adopted budget. At line 384, the current compensation stands at $6,300 for Commissioners and $7,800 for the Mayor. It was recommended to adjust these figures based on the Consumer Price Index (CPI), suggesting an annual cost of living adjustment without an increase in compensation.

At this time Village Attorney Sera laid the motion taken at the January 8, 2024, Board Meeting made by Board Member Lim and seconded by Board Member Graham to increase the Village Commission as follows:

- $24,000 for Commissioners
- $36,000 for Mayor

Upon poll vote, the motion failed 3-1 with Board Member Abramson, Board Member Graham, Board Member Jacob voting against, and Chair Dugal voting for.

ACTION: Board Member Jacob made a motion to keep the current compensation for elected officials with the following conditions:

- Add an annual cost of living adjustment (COLA).
- Compensation cannot be decreased.

Board Member Abramson seconded the motion, and it passed by unanimous poll vote.

2D Review of Section 6.01, Advisory Boards

During the February 5, 2024, meeting, the Board requested a copy of the ordinance concerning Advisory Boards. Board Member Abramson expressed concerns regarding residents and business owners in the Village. Section 32.08 of the Code specifies that the Planning & Zoning Board must consist of one member from each Island and two at-large members, and they must be registered voters of the Village.

Village Attorney Sera suggested that an ordinance could establish a limit on the number of business owners. No recommendations for changes were put forward.

DISCUSSION ITEMS

3A Discussion and Review of Article X. Charter Amendment and Transition

Village Attorney Sera had no recommendation for this section of the Charter.

3B Discussion and Review of Article IX. General Provisions

Board Member proposed adding language to section 9.07 to permit the existing single-family homes in Treasure Island to retain their current zoning regulations.

ACTION: Board Member Abramson made a motion to recommend a provision for future zoning relating to single-family homes in Treasure Island to retain their zoning regulations for the RS-2 zoning only. Chair Dugal seconded the motion, and it passed by unanimous poll vote.

4. PUBLIC COMMENTS

Pilar Somoza - 7510 West Drive

Mr. Mendenhall - 7510 West Drive

5. NEXT BOARD MEETING - March 4, 2024

Vice Mayor Chervony provided clarification on comments made during the previous Board Meeting regarding the Village's expenses for rebranding. It was clarified that the cost incurred for the rebranding amounted to $5,000. This cost was specifically allocated for the creation of the Seal, logo, and stationery as part of the rebranding process.

6. ADJOURNMENT

There being no further business to discuss the meeting was adjourned at 7:27 p.m.

Kip Dugal,
Chair

Respectfully Submitted,

Alba L. Chang
Village Clerk

NORTH BAY VILLAGE
CHARTER REVIEW BOARD MEETING MINUTES
MARCH 4, 2024 | 6:00 PM
1666 Kennedy Causeway #101 North Bay Village, FL 33141
Meeting ID: 826 2341 5675 | Passcode: 040778

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1. OPENING ITEMS

A. Call to Order

The Regular Meeting of the Advisory Charter Review Board was called to order in the Commission Chambers at 6:05 P.M.

B. Roll Call

Board Members:
Sherry Abramson (Joined via Zoom)
Kip Dugal
Helena Gil
Eddie Lim
Indira Shakti

Absent
Alisha Graham
Paul Jacob

Board Liaisons
Dr. Richard Chervony, Vice Mayor (Commission Liaison)
Haydee Sera, Village Attorney
Ralph Rosado, Village Manager
Alba L. Chang, Village Clerk

2. APPROVAL OF MINUTES

2.A Approval of the Following Meeting Minutes:

*** February 05, 2024 - Charter Review Board**
*** February 15, 2024 - Charter Review Board**

ACTION: Chair Dugal made a motion to approve the February 5, 2024, meeting minutes as presented. Vice Chair Shakti seconded the motion, and it passed by unanimous voice vote.

ACTION: Chair Dugal made a motion to approve the February 15, 2024, subject to the following correction:

Correction of Page 3 of the meeting minutes, the vote taken for Item 2C (Compensation) shall be corrected to reflect that Chair Dugal voted in favor of the proposed amendment.

Vice Chair Shakti seconded the motion, and it passed by unanimous voice vote.

3. UNFINISHED BUSINESS

3.A Review of Sections 3.02(A-D), Limitations of Powers of the Commission (Acquisition of Real Property; Capital Improvement Projects; Excess of 20% of Current Total Operating Budget; Waiver of Referendum)

Village Attorney Sera clarified lines 271-301 of the Village Charter would be new language to mirror the language from the Village of Key Biscayne.

The Town of Cutler Bay language provides a cap amount of 3% for discussion purposes. The Village's existing language was not clear, it was recommended to clarify to debt unless it's approved by the Village Commission. The total debt should not exceed the annual 3% of the total assessed value of all property or 15% of the general fund expenditures for the fiscal year.

Jeff De Carlo clarified that a 1% cap would equate to $14.5 Million and suggested excluding the $60 Million debt that voters have already authorized. Village Attorney Sera explained that not excluding voted debt would already reach the debt cap proposed. The proposed language also excludes general obligation debt, as outlined in line 293 under the definitions of debt.

4. DISCUSSION ITEMS

4.A Discussion and Review of the Final Report and Recommendations on the Proposed Charter Amendments

Village Attorney Sera presented a comprehensive overview of the final report, including the Charter Review Board meeting minutes, suggested language revisions, and ballot questions.

1. *Compensation adjustments with Consumer Price Index (CPI) adjustment.*

The proposed language, mentioned in line 423 of the report, proposes an adjustment based on the Consumer Price Index (CPI) to allow for potential increases but prohibits any decreases in compensation.

2. Public Notice Requirements

A recent update to Florida State law now permits municipalities to issue public notices on a website that is accessible to the public. The proposed amendment would allow public notices to be posted on a website if the cost of online advertising is lower than that of newspaper advertising.

3. *Notice prior to Removal of the Village Manager*
The proposed amendment would allow for the removal of the Village Manager without cause through two distinct meetings held at least 48 hours apart.

4. Employees of the Village Clerk's Office.
The proposed amendment would provide clarification to give the Village Clerk responsibility for the Clerk's Office personnel.

5. *Residency Requirement*
The proposed amendment would include the words "continuous" and "immediately" in the residency requirements section of the Charter.

6. *Qualifying Period*
The proposed amendment would specify for the qualifying period to be outlined in the Village Charter to be 10 business days.

7. *Form of Nominating Petition*
The proposed amendment would include the date of birth (DOB) or voter registration number to the nominating petition.

8. Treasure Island Zoning
The proposed language would add Treasure Island to Section 9.07 of the Charter to include Treasure Island.

9. Limit on Village Debt
The proposed language would establish a formula for limiting Village Debt.

10. Non-substantive and Technical Updates
The proposed section is being added to rectify any obsolete language or conflicts with State law.

Chair Dugal inquired if the Village could make a publication on the proposed Charter amendments.

Village Attorney Sera explained that State law was recently amended and clarified how the Village can publish the proposed amendments. However, the Village can conduct educational outreach for Village Voters.

Board Member Lim asked for the Board to reconsider the Commission Compensation as follows:

- Commissioners $12,000
- Mayor $24,000

ACTION: Chair Dugal made a Motion to reconsider the Village Commission Compensation Board Member Lim seconded the motion and the motion failed 2-3 by poll vote. Chair Dugal and Board Member Lim voted in favor. Board Member Abramson, Board Member Gil, and Vice Chair Shakti voted against it.

Item 4A - Final Report to the Village Commission

ACTION: Chair Dugal made a motion to approve the Final Report to the Village Commission as presented. Vice Chair Shakti seconded the motion, and it passed by unanimous voice vote.

5. PUBLIC COMMENTS

Pillar Somoza - 7510 Miami View Drive

6. NEXT BOARD MEETING

7. ADJOURNMENT

There being no further business to discuss the meeting was adjourned at 7:10 p.m.

These are the minutes of the last meeting held by the 2024 Charter Review Board. Therefore, these are the official final minutes."

CHARTER OF NORTH BAY VILLAGE[1]

LEGISLATIVE HISTORY

Chapter 23427, Laws of Florida, 1945, originally created the Village of North Bay Island as a municipal corporation in Miami Dade County, Florida. The 1947 session of the Legislature adopted Chapters 24735 and 24736, Laws of Florida, 1947, which appear to be two identical bills amending the original Charter (Chapter 23427, Laws of Florida, 1945) by changing the name of the municipality from "Village of North Bay Island" to "North Bay Village" and otherwise amending the Charter of the municipality. Chapter 26053, Laws of Florida, 1949, provided an amendment, which excluded certain territory, land and water from the corporate limits and jurisdiction of the Municipality of North Bay Village. Chapter 27773, Laws of Florida, 1951, abolished the municipal government of North Bay Village and established, organized and incorporated a new municipal government as the successor to the original municipality. Chapter 29314, Laws of Florida, 1953, provided an amendment to the new Charter, which was established in Chapter 27773, Laws of Florida, 1951. In addition, the 1953 session of Legislature enacted Chapter 29315, Laws of Florida, 1953, providing that the City of North Bay Village should be abolished and the assets and liabilities of the municipality turned over to the Board of County Commissioners of Dade Miami, Florida, subject to a referendum.

This referendum was subsequently held and turned down by the electorate. The 1955 session of the Legislature enacted Chapters 31035 and 31036, Laws of Florida, 1955, which constituted the authority for the city to enact a pension plan and civil service system. At a referendum election on September 15, 1970, held pursuant to Resolution Nos. 2235 and 2236, the name of North Bay Village was changed to "City of North Bay Village." Election results were certified by Resolution No. 2237, copies of which have been filed with the Clerk of the Circuit Court of Dade County, Florida and the Department of State, State of Florida. In 1976, the City Council appointed a charter

[1]Res. No. 2018-75 , § 2, adopted July 30, 2018, election of Nov. 6, 2018, in effect repealed and replaced the former Charter (preamble, definitions, bill of rights, and §§ 1.01, 1.02, 2.01, 3.01—3.09, 4.01—4.04, 5.01—5.15, 6.01—6.03, 7.01—7.07, 8.01, 9.01—9.11, 10.01—10.14) and enacted a new Charter as set out herein. The former Charter derived from Res. No. R91-25, adopted Sept. 16, 1991; Res. No. R91-28, adopted Sept. 16, 1991; Res. No. 92-23, adopted Sept. 15, 1992; Res. No. 92-24, adopted Sept. 15, 1992; Res. No. 98-05, adopted March 10, 1998; Res. No. 2000-41, adopted Nov. 8, 2000; Res. No. 2004-20, adopted April 14, 2004; Res. No. 2004-33, adopted July 13, 2004; Res. No. 2004-34, adopted July 13, 2004; Res. No. 2004-35, adopted July 13, 2004; Res. No. 2004-36, adopted July 13, 2004; Res. No. 2004-38, adopted July 27, 2004; Res. No. 2006-45, adopted Aug. 28, 2006; Res. No. 2008-26, adopted July 30, 2008; Res. No. 2008-27, adopted July 30, 2008; Res. No. 2012-25, adopted July 10, 2012; Res. No. 2012-56, adopted Nov. 16, 2012; Res. No. 2018-59 , adopted July 30, 2018; Res. No. 2018-60 , adopted July 30, 2018; Res. No. 2018-62 , adopted July 30, 2018; Res. No. 2018-64 , adopted July 30, 2018; Res. No. 2018-65 , adopted July 30, 2018; Res. No. 2018-66 , adopted July 30, 2018; Res. No. 2018-67 , adopted July 30, 2018; Res. No. 2018-68 , adopted July 30, 2018; Res. No. 2018-69 , adopted July 30, 2018; Res. No. 2018-70 , adopted July 30, 2018; Res. No. 2018-71 , adopted July 30, 2018; Res. No. 2018-72 , adopted July 30, 2018; and Res. No. 2018-74 , adopted July 30, 2018.

review board to revise the Charter of the city over a one-year period. The board's proposal was returned to the City Council at the end of 1977 and was reviewed by the Council in a series of workshops. After a number of public hearings, which resulted in some changes, the proposed revised Charter was submitted to the electors at a special municipal election in conjunction with the state primary election on October 5, 1978, and was adopted at this referendum election. In 1991, the proposed revised Charter was submitted to the electors at a special municipal election on November 12, 1991, and was adopted at this referendum election. In 1992, the proposed revised Charter was submitted to the electors at a special municipal election on November 3, 1992 and was adopted at this referendum election. In 1998, the proposed revised Charter was submitted to the electors at a special municipal election on May 12, 1998 and was adopted at this referendum election. In 2000, the proposed revised Charter was submitted to the electors at special municipal elections on November 7, 2000, and was adopted at this referendum election. In 2004, after a public hearing, which resulted in some changes, the proposed Charter was submitted to the electors at a general municipal election on November 2, 2004, and was adopted at this referendum election.

(Res. No. 2006-45, Pt. A, 8-28-06, Election of 11-7-06)

PREAMBLE

We the citizens of ~~the~~ North Bay Village, Florida, in order to perfect our municipal government; update, modernize and revise our Charter to make it consistent with the Constitution and Statutes of the United States and the State of Florida; encourage and revitalize citizens' interest and participation in their Village Government; and strengthen and clarify the rights of its citizens, and enable the Village to function smoothly under the proper controls of the ensuing decade, do ordain and establish this Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

DEFINITIONS

The following words, terms and phrases, when used in this Charter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City or Village shall mean North Bay Village, Florida.

Code shall mean the Code of North Bay Village, Florida.

Commission, Commissioner or Commission member shall refer to the five (5) Commission members consisting of a mayor, vice-mayor and three (3) Commissioners.

Gender shall refer to a word importing the masculine or feminine gender and shall extend to and be applied to males and females, equally.

Manager shall refer to the Village Manager of North Bay Village.

Mayor shall refer to the Mayor of North Bay Village.

Ordinance shall mean an official legislative action of the Village Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

Resolution shall mean an expression of the Village Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the Village Commission.

Village Commission or *Commission* shall mean the Commission of North Bay Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

CITIZENS' BILL OF RIGHTS

This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administrative management, to make government more accountable, and to ensure all persons fair and equitable treatment, the following rights are guaranteed:

Convenient access. Every person has the right to transact business with the Village with a minimum of personal inconvenience. It shall be the duty of the Village Manager and the Village Commission to provide, within the Village's budget limitations, reasonably convenient times and places for required inspections, and for transacting business with the Village.

Truth in government. No municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

Public records. All audits, reports, minutes, documents and other public records of the Village and its boards, agencies, departments and authorities shall be open for inspection at reasonable times and places convenient to the public, provid~~in~~ged no legal exemptions exist.

Minutes and ordinance register. The Village Clerk shall maintain and make available for public inspection minutes showing the votes of each member on all ordinances and resolutions. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than thirty (30) days after the conclusion of the meeting.

Right to be heard. So far as the orderly conduct of public business permits, any interested person has the right to appear before the Village Commission or any Village agency, board or department for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the Village. Nothing shall prohibit the Village or any agency from imposing reasonable time limits for the presentation of a matter.

Right to notice. Persons entitled to notice of a Village hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall

not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

Right to public hearing. Upon a timely request of any interested party a public hearing shall be held by any Village agency, board, department or authority upon any significant policy decision to be issued by it which is not subject to subsequent administrative or legislative review and hearing. This provision shall not apply to the Office of the Village Attorney of the Village nor to anybody whose duties and responsibilities are solely advisory.

At any zoning or other hearing in which review is exclusively by certiorari, a party or his counsel shall be entitled to present a case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts. The decision of any such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

Notice of action and reasons. Prompt notice shall be given of the denial in whole or in part of a request of an interested person made in connection with any municipal administrative decision or proceeding when the decision is reserved at the conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.

Managers' and Attorneys' reports. The Village Manager and Village Attorney shall periodically make a public status report on all major matters pending or concluded within their respective offices, except as to any matters which may be privileged, pursuant to law.

Budgeting. In addition to any budget required by state statute, the Village Manager shall prepare a budget showing the cost of each department for each budget year. Prior to the Village Commission's first public hearing on the proposed budget required by state law, the Village Manager shall make public a budget summary setting forth the proposed cost of each individual department and reflecting the personnel for each, the purposes and the estimated cost of each department.

Adequate audits. An annual audit of the Village shall be made by an independent certified public accounting firm in accordance with generally accepted auditing standards. The independent Village auditor shall be appointed by the Village Commission; both appointment and removal of the independent Village auditor shall be made by the Village Commission. A summary of the results of the independent Village auditor's annual audit, including any deficiencies found, shall be made public. In making such audit, proprietary functions shall be audited separately and adequate depreciation on proprietary facilities shall be accrued so the public may determine the amount of any direct or indirect subsidy.

Representation of public. The Village Commission shall endeavor to provide representation at all proceedings significantly affecting the Village and its residents before state, federal or county regulatory bodies.

The foregoing enumeration of Citizens' rights vests large and pervasive powers in the citizenry of the North Bay Village. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the Village. The orderly, efficient and fair operation of government requires the intelligent participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

Remedies for violations. In any suit by a citizen alleging a violation of this Bill of Rights filed in the Miami-Dade County Circuit Court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover costs as fixed by the court. Any public official or employee who is found by the court to have willfully violated this article shall forthwith forfeit such office or employment.

Construction. All provisions of this article shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this article shall be declared invalid, it shall not affect the validity of the remaining provisions.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

ARTICLE I. CREATION AND POWERS

§ 1.01 Creation.

The Village is hereby created which shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by the state constitution, general law and specific limitations contained herein.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 1.01 was titled Creation and powers of North Bay Village, amended by Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 1.02 Powers.

As granted by the Municipal Home Rule Powers Act (§ 166.021, Fla. Stat.), the Village is granted the broad exercise of home rule powers as provided by the Constitution of the State of Florida and the Charter of Miami-Dade County.

The powers of the Village shall be construed liberally in favor of the Village, limited only by the state constitution, general law and specific limitations contained herein. Future special acts pertaining to the jurisdiction and exercise of powers by this Village shall be considered amendments to this Charter and pursuant to the provisions adopted

for incorporation of other charter amendments, shall be incorporated as official amendments to the Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 1.02 was titled Construction, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 1.03 Title of Charter.

This Charter adopted by the people of North Bay Village shall be known as and may be cited as the Charter of North Bay Village. The results of the vote on this Charter shall be announced and recorded at that Commission meeting which immediately follows the day of voting.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Charter Section 1.03.)

§ 1.04 Effective date.

If approved by the Village's electorate, this Charter shall take effect upon the Commission's acceptance of certification of election results of the General Election held on ~~November 6, 2018~~ November 4, 2024.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Charter Section 1.04.)

ARTICLE II. CORPORATE LIMITS

§ 2.01 In general.

The municipal corporation of the Village shall comprise and have full municipal jurisdiction, powers, rights and privileges over the territory and persons now and in the future within the following boundaries in Miami-Dade County, Florida, to wit:

Begin in Miami-Dade County, Florida, at a point on the north boundary line of the northeast 79th Street Causeway, as shown by Plat Book 25 at Page 70 of the Public Records of Miami-Dade County, Florida, which point is 250 feet west of the line of Section 9, Township 53 South, Range 42 East, and which point is also on the east boundary line of the City of Miami, Florida; thence in a southerly direction and parallel to the west line of said Section 9, and along the said east line of the City of Miami, Florida, a distance of 1985 feet; thence run in an easterly direction and parallel to said north line of said northeast 79th Street Causeway to the west line of Section 10, Township 53 South, Range 42 East, as said section is shown on the plat of North Isle of Normandy, recorded in Plat Book 40 at Page 36 of the Public Records of Miami-Dade County, Florida; thence run northerly along the aforesaid west line of Section 10, to a point on a line running through the center point of the east drawbridge of the northeast 79th Street Causeway and perpendicular to the center line of the east Bridge of the said causeway; thence run northwesterly along the last described line to its intersection with the north

line of said Section 10, produced westerly; thence westerly along the prolongation westerly of said north line of said Section 10 to a point 250 feet west of the northwest corner of Section 9, Township 53 South, Range 42 East; thence in a southerly direction to the point of beginning.

And shall include:

A parcel of submerged land (now filled) in Biscayne Bay situated in Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, Commencing at the half-mile post of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, run north 88°41'24" east along the center line of the 79th Street Causeway highway right-of-way (100 feet wide) a distance of 1,560 feet to a point; thence north 1°37'08" west 55.0 feet to a point of beginning of the parcel of land herein described; thence north 1°37'08" west 600.00 feet; thence north 88°41'24" east 400.0 feet; thence south 1°37'08" east 600.00 feet; thence south 88°44'24" west 400.0 feet to the point of beginning; containing 5.5 acres more or less; plus a five-foot strip bordering the south boundaries of the above described 5.5-acre tract which is described as follows: Commence at the intersection of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida with the center line of the Northeast 79th Street Causeway as shown on a plat recorded in Plat Book 25, at Page 70 of the Public Records of Miami-Dade County, Florida; thence North 88°41'25" east along the center line of the aforesaid northeast 79th Street Causeway for a distance of 1,560 feet to a point; thence north 1°37'8" west for a distance of 50.0 feet to a point on the north right-of-way line of the said northeast 79th Street Causeway and the point of beginning of the parcel of land herein described; thence north 88°41'24" east along the north right-of-way line of the said northeast 79th Street Causeway for a distance of 400.0 feet to a point; thence north 1°37'8" west for a distance of 5.0 feet to a point; thence south 88°41'24" west along a line 5.0 feet north of and parallel with the north right-of-way line of said northeast 79th Street Causeway for a distance of 4,000 feet to a point; thence south 1°37'8" east for a distance of 5.0 feet to the point of beginning of the parcel of land herein described.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 2.01 was titled Corporate limits, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

ARTICLE III. LEGISLATIVE

§ 3.01 Village Commission.

A. *Composition and powers.* There shall be a Village Commission with all legislative powers of the Village vested therein, consisting of five (5) members: a mayor, a vice-mayor and three (3) Commissioners. Each Commission member must be a qualified elector of the Village.

B. *Appointments by Commission.* The Commission shall appoint the Village Manager, Village Clerk, Village Attorney, and all consultants.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.01 Village Commission amended by Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.02 Limitations of powers of the Commission.

All powers of the Village and the determination of all matters of policy shall be vested in the Commission with the following limitations:

A. ~~*Acquisition of real property.* The Commission may acquire property within or without the corporate limits of the Village for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, or lease provided such amount of expenditure for real property shall not exceed twenty percent (20%) of the current total operating budget of the Village.~~ *Borrowing*.

1. *Debt Approval*. The Village shall incur no debt unless the incurrence of such debt is approved by a majority of the Commission.

2. *Limits*. The total debt of the Village, including amounts authorized but still not drawn down under existing loan agreements and other contractual arrangements with banks and other financial institutions, underwriters, brokers and/or intermediaries, shall not exceed the greater of:

a. Three percent (3%) of the total assessed value of all property within the Village, as certified by the Miami-Dade County Property Appraiser for the current fiscal year; or

b. That amount which would cause annual debt service to equal fifteen percent (15%) of general fund expenditures for the previous fiscal year.

3. *Definitions*. As used in this section 3.02(A) the following terms shall have the meanings ascribed to them in this subsection:

a. "Debt" means any obligation of the Village to repay borrowed money however evidenced since the date of its incorporation regardless of tenor or term for which it was originally contracted or subsequently converted through refinancing or novation, except (a) any obligation required to be repaid in less than a year, (b) that portion of any obligation for operations which are financed and operated in an independent, self-liquidating manner and recovered entirely through currently collected user fees and charges, or (c) any obligation approved by referendum.

b. "Debt Service" shall include, without limitation thereto, scheduled interest payments, repayments of principal and all financial fees arising from debt or from the underlying contractual obligations, whether as originally incurred or subsequently deferred or otherwise renegotiated.

c. "General Fund" shall mean any and all revenues of the Village, from whatever source derived, except those revenues derived from

special assessments, user fees and charges and designated as a separate fund to finance goods and services to the public.

B. [Reserved] ~~*Capital improvement projects.* The Commission may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the Village, provided that the amount of total expenditures for all such projects shall not exceed twenty percent (20%) of the current total operating budget of the Village in any one fiscal year.~~

C. [Reserved] ~~*Excess of 20 percent of current total operating budget.* In the event that the proposed purchase(s) of property and/or total expenditure(s) do exceed twenty percent (20%) of the current total operating budget of the Village in any fiscal year, then a referendum will be held of the qualified electors of the Village and it shall require a majority of those voting in such election to authorize such projects.~~

~~Any funds specifically designated for the particular project, which are received from the Federal Government, State, County or from any source, other than municipal taxation, will not be included in calculating the project cost for the purposes of Section 3.02.~~

D. [Reserved] ~~*Waiver of referendum.* This referendum requirement may be waived, however, if the Commission by four (4) affirmative votes, finds and declares that an emergency exists, and that there is a threat to the health, welfare and safety of the citizens of the Village.~~

E. *Sale and lease of real property.* The Commission shall not undertake to sell, mortgage, assign or otherwise dispose of or alienate the title to any real property owned by the Village without first having secured the approval of the qualified electors of the Village, through a majority vote of the qualified electors participating in a regular or special election for such purpose. Such referendum shall state, generally and in substance, the terms and conditions of the proposed sale, mortgage, assignment or other disposition or alienation of title.

Except where referendum is otherwise required by Miami-Dade County law, the Commission may lease any real property owned by the Village to any other individual, group, business, corporation or other entity for a period not to exceed one (1) year and may renew the lease each year thereafter that it so desires. Leases for a period longer than one (1) year require approval in a referendum by the qualified electors of the Village. However, nothing contained herein shall preclude the Village, without referendum, from leasing Village real property to a governmental agency for governmental use for a period not to exceed ten (10) years; and except as prohibited by the Constitution, Miami-Dade County Charter or statutes of this state or restricted in this Charter.

F. *Sale of personal property.* Personal property of the Village may be sold by auction or by sealed bid after it has been properly advertised in a newspaper of general circulation. Such sale must be held no sooner than fifteen (15) days

after publication of the notice. The notice shall describe the contents of sale and the location where the merchandise may be inspected prior to sale.

G. *Appointments or removal of Village personnel prohibited.* Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any Village employee (other than the Village Manager, the Village Clerk and the Village Attorney, as provided herein), or any person who is duly appointed by the Village Manager, in accordance with Section 4.01(G)(2) of this Charter; except that the Village Manager shall submit appointments of all department heads to the Commission for approval.

H. *Village Attorney.* The Commission shall appoint or remove the Village Attorney by at least three (3) affirmative votes. The Village Attorney shall have been licensed to and have been a practicing attorney in the State of Florida for not less than five (5) years, with not less than three (3) of those years in the practice of law for municipal, county or state governments. The duties and responsibilities of the Village Attorney shall be those as provided in this Charter.

I. *Auditor.* The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years.

J. *Other Commissioner remunerative position.* No Commissioner shall be appointed to any other remunerative position with the Village during his term of office and for a term of two (2) years thereafter.

K. *Nepotism.* No person related up to the second degree of consanguinity or affinity to a Commissioner shall be eligible to hold a remunerative position with the Village. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.

L. *Conflict of interest.* The Mayor and any Village Commissioner shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code Section 2-11.1.

M. *Reimbursement of Commissioner's legal fees.* In the event that a civil action shall be instituted wherein it is sought to impose personal liability upon any Commission member of the Village for any act or acts of such Commissioner, and if such Commissioner seeks legal defense of such action through the use of public funds, it shall first require a majority of all other Commissioners to ascertain that such acts complained of by the plaintiff were indeed connected with the Commissioner's proper conduct of the affairs or business of the Village. If so established, the other Commissioners shall then determine, specify and allocate a reasonable expenditure from Village funds for this legal defense - selection of counsel to be approved by the Village Attorney.

N. *Utility franchises.* The Commission may grant public utility franchises and regulate the exercise thereof; provided, however, that no franchise or extension thereof shall hereafter be granted or extended unless such franchise or extension shall be approved after a public hearing thereon. At least fourteen (14) days preceding the public hearing at which any franchise or extension thereof is to be adopted, notice thereof shall be published in a newspaper of general circulation in the Village. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. A copy of such proposed franchise shall be available for inspection by any interested person at the office of the Village Clerk at least fourteen (14) days preceding such public hearing. The cost of such advertising and of the public hearing shall be borne by the utility involved. For renewing franchises, each public utility shall notify the Village of its intent six (6) months before the expiration of its franchise. The Commission shall be empowered to grant a temporary extension of an existing franchise not to exceed three (3) months without a public hearing.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.02 was titled Qualifications and no history of amendments.)

§ 3.03 Mayor; Vice-Mayor.

A. The Mayor shall preside at meetings of the Commission, shall be recognized as head of Village government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents, and as the Village official designated to represent the Village in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein.

B. The Commission, at the first regularly scheduled Commission meeting after all runoff elections have taken place and a full Commission body is sworn into office, shall elect a vice mayor by at least three (3) affirmative votes. The Vice-Mayor shall act as Mayor during the absence, disability or death of the Mayor.

C. Each of the five (5) Commission members shall have an equal vote.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.03 was titled Election and terms, amended by Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91)

(Prior Charter Section 3.031 titled Limitation of terms, amended by Res. No. R92-24, § 2, 9-15-92, Election of 11-3-92; Res. No. R98-05, § 2, 3-10-98, Election of 5-12-98; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 3.04 Compensation.

Each Commission member will be compensated six thousand three hundred dollars ($6,300.00), per year payable at five hundred twenty-five dollars ($525.00) per month. The Mayor will be compensated seven thousand eight hundred dollars ($7,800.00) per year payable at six hundred fifty dollars ($650.00) per month. This compensation shall be increased, but not decreased, by the Consumer Price Index (CPI), Miami-Fort Lauderdale-West Palm Beach, annually.

(Res. No. 2006-45, Pt. B, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.05 Term Limits.

Commencing with the election of November 2002, the following term limits shall apply to the Mayor and members of the Commission:

(a) For the office of Mayor—Three (3) consecutive terms.

(b) For the office of Village Commissioner—Two (2) consecutive terms.

The term limits set forth in (a) and (b) above shall not be extended by running for different positions on the Village Commission.

(c) Where an individual has not served the term limit set forth in (a) or (b) above, said individual may serve any combination of three ~~(2)~~ (3) consecutive terms (said terms not to exceed a total of eight (8) consecutive years ending coincident with the conclusion of the third term) in the offices of Mayor and of Commissioner.

"Term" shall be defined as provided in Section 5.04 of the Charter. The term limits set forth herein shall be measured retroactively from the elected official's first election as an officer of the ~~North Bay~~ Village. Terms shall not include time served as a member of the North Bay Village Commission as a result of having filled a vacancy in the Commission pursuant to Section 3.06 of the Charter.

An individual who has served a term limit specified above must wait at least the number of years equal to the term of office for which said individual seeks election to, prior to becoming eligible to again serve as an elected official.

For purposes of this section, an individual who has served more than fifty percent (50%) of a term shall be considered to have served a full term of office.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.05 was titled Mayor; Vice Mayor, amended by Res. No. 2004-35, 7-13-04, Election of 11-2-04)

§ 3.06 Vacancies; forfeiture of office; filling of vacancies on the Commission.

A. *Vacancies.* The office of a Commission member shall become vacant upon his death, resignation, or removal from office in any manner authorized by law or forfeiture of his office.

B. *Forfeiture of office.* A Commission member, Commissioner or Mayor shall forfeit his office if any time during his term of office said person, (a) lacks any qualifications for the office prescribed by this Charter or other applicable law including § 100.361 Florida Statutes or (b) is convicted of a felony while in office, or (c) fails to attend four consecutive regular meetings of the Commission, unless such absences are each excused by motion setting forth the reason for the absence duly entered upon the minutes or (d) having been elected or appointed from an election district fails to reside within the election district from which he was elected or appointed for any reason other than redistricting. Forfeiture shall be determined by the remaining members of the Commission.

C. *Forfeiture hearing.* A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a Public Hearing of the Commission at a regular or special meeting of the Commission, on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the Village at least ten (10) calendar days in advance of the hearing.

D. *Filling of vacancies on Village Commission.* Any vacancy occurring for a Village Commissioner shall be filled by the vote of the majority of the remaining members of said Village Commission with the appointee serving until the remainder of the unexpired term until the next succeeding general Village election and with any further remainder of said unexpired term to be filled by a Commissioner elected at said general election. If the remaining members of the Village Commission shall fail or refuse to fill such vacancy within thirty (30) days after it occurs, and if no general Village election will be held within ninety (90) days after the expiration of said thirty (30) days, then a special election shall be called and held to elect a Commissioner to fill such vacancy for the remainder of the unexpired term. In the event that the position is that of Mayor, it must be filled from among the remaining Commissioners in accordance with the Village Charter.

E. In the event of the death, resignation, or removal of the Mayor, the Vice Mayor shall forthwith commence to serve as interim Mayor until the Mayor's position is filled by election or appointment.

(1) When the Vice Mayor becomes interim Mayor, the Commission, by majority vote shall appoint an interim Commissioner from the Vice Mayor's vacant district to fill the Vice Mayor's vacant seat until the required election or appointment of the Mayor and then the Commission shall, by majority vote, appoint one (1) of the Commissioners to serve as interim Vice Mayor.

(2) The Commissioner serving as interim Mayor or interim Vice Mayor shall serve as Mayor or Vice Mayor until the newly elected or appointed Mayor and/or Vice Mayor is sworn in as Mayor or Vice Mayor. The interim Mayor and/or interim Vice Mayor shall return to the position of Commissioner previously held to serve the remainder of his or her unexpired term.

F. In the event of the death, resignation, or removal of the Vice Mayor, the Commission shall, by majority vote, elect one (1) of the Commissioners to serve as Vice Mayor.

G. *Extraordinary vacancies.* In the event that a majority of the members of the Commission are removed by death, disability, law or forfeiture of office, the governor shall make interim Commission appointments and the Commission shall call a special election as provided in Section 3.06(D) of this Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.06 was titled Limitations of powers of the Commission, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. C, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.07 Removals and suspensions from office of Village Commission.

The Mayor and any Village Commissioner may be removed from office by the electors of the North Bay Village pursuant to the provisions of § 100.361 Florida Statutes, and are further subject to removal and/or suspension from office pursuant to the provisions of § 112.51 Florida Statutes.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.07 was titled Vacancies; forfeiture of office; filling of vacancies of the Commission, as amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-38, § 1, 7-27-04, Election of 11-2-04; Res. No. 2006-45, Pt. D, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.08 Ordinances and resolutions.

A. *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the Commission shall be by ordinance which:

1. Adopt or amend an administrative code or establish, alter or abolish any Village department or agency;
2. Establish a rule or regulation the violation of which carries a penalty;
3. Set service or user charges for municipal services or granting administrative authority for such charges;
4. Authorize the borrowing of money not inconsistent with the limitations established in this Charter, the state constitution and general law of the State of Florida;
5. Convey or lease or authorize by administrative action the conveyance or lease of any lands of the Village;

6. Amend or repeal any ordinance previously adopted except as otherwise provided herein.

B. *Emergency ordinances.* To meet a public emergency affecting life, health, property or the public peace, the Commission may adopt one or more emergency ordinances, but the ordinances may not levy taxes; set service or user charges for any municipal services; amend or repeal any ordinance adopted by the people at the polls or by the Commission in compliance with an initiative petition; or authorize the borrowing of money except as provided under the emergency appropriations provisions of this Charter, if applicable.

1. *Form.* An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.

2. *Procedure.* An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but at least four (4) affirmative votes shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.

3. *Effective date.* Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.

4. *Repeal.* Every emergency ordinance except emergency appropriations shall automatically stand repealed sixty (60) days following the date on which it was adopted, but this shall not prevent reenactment of the ordinance under regular procedures, or if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

5. *Emergency appropriations.* The Commission may make emergency appropriations in the manner provided in this section and under Section 3.02 of this Charter. To the extent that there are no available un-appropriated revenues to meet such appropriations, the Commission may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

C. *Procedures for adoption of ordinances and resolutions.*

1. As used in this section, the following words and terms shall have the following meanings unless some other meaning is plainly indicated.

a. "Ordinance" means an official legislative action of the Village Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

b. "Resolution" means an expression of the Village Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the Village Commission.

2. Each ordinance or resolution shall be introduced by a member of the Commission or the Village Manager, the Village Attorney or the Village Clerk, so long as the information is provided within three (3) business days prior to the scheduled meeting, in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection. The enacting clause of every ordinance shall be as follows: "Be it enacted, by the Commission of the North Bay Village..."

3. A proposed ordinance must be presented on at least two (2) separate Commission meetings. It may be read by title only. At least ten (10) days prior to the final adoption of the said ordinance the Village shall publish once in a newspaper of general circulation in the Village a notice of the proposed ordinance. The giving of said notice shall not apply to a proposed emergency ordinance. Said notice shall state the title or brief description of the proposed ordinance or ordinances; the date, time and place of the Commission meeting for enacting said ordinance; and the place or places within the Village where said proposed ordinance may be inspected by the public. Said notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

4. A majority of the members of the Village Commission shall constitute a quorum. An affirmative vote of a majority of a quorum present shall be necessary to enact any ordinance or adopt any resolution; except that four (4) affirmative votes of the membership of the Commission is required to enact an emergency ordinance. On final passage, the vote of each member of the Village Commission voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the Village Commission shall become effective after passage or as otherwise provided therein.

5. Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the mayor and the Village Clerk.

6. The procedure as set forth herein shall constitute a uniform method for the adoption and enactment of the Village ordinances and resolutions and shall be taken as cumulative to other methods now provided by law for adoption and

enactment of Village ordinances and resolutions. By future ordinance or charter amendment, the Village may specify additional requirements for the adoption or enactment of ordinances or resolutions or prescribe procedures in greater detail than contained herein, provided such modifications are not in conflict with general law.

D. *Penalty for violation of ordinances.* Provisions governing the imposition of fines for violations of the Code shall be as prescribed within Village Code Chapter 153, and, where applicable, Chapter 162, Florida Statutes.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.08 was titled Ordinances and resolutions, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. E, 8-28-06, Election of 11-7-06; Res. No. 2008-27, § 1, 7-30-08, Election of 11-4-08; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.09 Meeting procedures.

A. *Meetings.* The Commission shall meet regularly at least once in every month at such times and places as the Commission may prescribe by rule; however, the Commission, by majority vote, may elect not to have a Regular Meeting in either the month of July or the month of August for the purposes of allowing summer vacations.

B. *Rules and record.* The Commission shall determine its own rules of procedure and order of business and shall keep a record of such proceedings open for public inspection.

C. *Quorum.* A majority of the Commission shall constitute a quorum. Commissioners constituting less than a quorum shall have power to set and adjourn meeting dates and times.

D. *Voting.* Voting, on ordinances and resolutions, shall be by roll call on final action and shall be recorded in the record of such proceedings. No action of the Commission except as otherwise provided in the preceding section shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum present.

E. *Meeting time limits.* No meeting of the Commission shall extend later than midnight except upon a majority vote of all members of the Commission present at the meeting. All remaining agenda items shall be continued to the next Commission meeting.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.09 Meeting Procedures, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. E, 8-28-06, Election of 11-7-06)

ARTICLE IV. ADMINISTRATIVE

§ 4.01 Village Manager.

There shall be a Village Manager, who shall be the chief administrative officer of the Village. The Manager shall be responsible to the Village Commission for the administration of all Village affairs placed in the Manager's charge by this Charter.

A. *Appointment.* The Commission shall appoint a Village Manager for an indefinite term by a minimum of three (3) affirmative votes of the Commission members. The Village Manager shall serve at the will of the Commission.

B. *Qualifications.* The Manager shall be a graduate of either an accredited school of public administration or its related equivalent in engineering, fiscal management or business administration with no less than three (3) years' experience in the administration of local government or in lieu of the foregoing, he must have not less than five (5) years' experience in the administration of local government.

C. *Compensation.* The compensation of the Village Manager shall be fixed by the Village Commission in the annual budget and may not be reduced without his consent during the fiscal year for which the budget is prepared.

D. *Temporary Village Manager.* By written memorandum filed with the Commission, the Village Manager may designate an acting appointee to perform the duties of the Village Manager, during a brief absence or incapacity for thirty (30) days or less. During any absence or disability, the Village Commission may revoke an acting appointment at any time and appoint another person to serve until the return of the Village Manager.

E. *Vacancy.* In the event of a vacancy due to resignation or removal from office of the Village Manager, the Village Commission shall appoint an acting or interim Village Manager until such time as a qualified manager may be selected.

F. *Removal.* The Village Commission may remove the Village Manager by a minimum of three (3) votes in favor of removal. Before the Village Manager may be removed without cause, at least two public meetings must be held at least 48 hours apart where the Village Manager’s removal is approved by a majority of the Village Commission at each meeting.

G. *Powers and duties of the Village Manager.* The Village Manager shall be responsible for the proper administration of all the affairs of the Village, except as otherwise provided herein. His powers and duties shall be to:

1. See that all laws, provisions of this Charter and acts of the Commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed;

2. Appoint, and when he deems it necessary for the good of the Village, suspend or remove all Village employees (except the Village Attorney, the Village Clerk and all personnel in the Legal Department, including outside counsel representing the Village) and appoint administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter.

He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency, with the approval of the Commission. He will submit appointments of new department directors to the Commission for confirmation;

3. Direct and supervise the administration of all departments, offices and agencies of the Village, except as otherwise provided by this Charter or by law; provided, however, the authority herein granted shall not extend to the office of the independent auditor employed or retained by the Commission, or to the Village Attorney or any outside counsel employed or retained by the Commission;
4. Attend all Commission meetings. He shall have the right to take part in discussion, but may not vote;
5. Recommend to the Commission, for adoption, such measures as he may deem necessary or expedient in the best interest of the Village;
6. Prepare and submit the annual budget, budget message and capital program to the Commission in a form provided by ordinance;
7. Supervise and be responsible for the disbursement of all monies and have control over all expenditures to ensure that budget appropriations are not exceeded;
8. Maintain a general accounting system for the Village government and each of its offices, departments and agencies and exercise financial budgetary control over same;
9. Submit to the Commission and make available to the public, a complete report on the finances and administrative activities of the Village as of the end of each fiscal year;
10. Make such other reports as the Commission may require concerning the operations of Village departments, offices and agencies, subject to his direction and supervision;
11. Keep the Commission fully advised as to the financial condition and future needs of the Village and make such recommendations to the Commission concerning the affairs of the Village;
12. Sign contracts on behalf of the Village, when such contracts have been approved pursuant to law and this Charter.
13. Ensure that all terms and conditions of any public utility franchise are faithfully kept and performed and to report any violations of the terms and conditions of any utility franchise to the Village Commission and to the Village Attorney;
14. Obtain competitive bids as prescribed by this Charter;

15. Advertise and conduct the sale of any property no longer needed for municipal purposes as prescribed by this Charter;
16. Act as purchasing agent for the Village and have exclusive control over the purchase of all supplies and approve all vouchers for the payment for supplies;
17. Supervise the issuance of Village licenses and collect all special assessments, license fees and other revenues of the Village and receive all monies due the Village from county, state and federal governments. Also, to pursue and obtain those monies made available to the Village from state and federal grants and similar sources;
18. Shall be held accountable to enforce the Village code and provide necessary support and resources to uphold the code through the code enforcement department;
19. Perform such other duties as may be prescribed by this Charter or as required of him by the Commission, not inconsistent with this Charter.

H. Outside employment by the Village Manager shall be approved by the Village Commission prior to commencement.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-20, § 1, 4-14-04, Election of 11-2-04; Res. No. 2006-45, Pt. F, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 4.02 Village Clerk.

A. *Appointment and Duties.* The Village Clerk shall be appointed by a majority vote of the Village Commission. The Village Clerk shall give notice of all meetings of the Commission, Village boards or committees, to its members and to the public ~~by posting a notice on the designated official bulletin board of the Village~~. The Village Clerk shall keep the journal of these proceedings, which shall be made a part of the public record. The Village Clerk shall also be the registration official of the Village and supervisor of Village elections and shall have power and is hereby authorized to administer oaths. The Village Clerk shall be the custodian of the Village seal, the records custodian, and the agent of record.

The Village Clerk shall record and keep current all ordinances and resolutions of the Village and keep current a cross-index of all ordinances, resolutions and official records of the Village. The Village Clerk shall also perform such other duties that are required by the Charter, by ordinance or that do not conflict with the administrative duties of the Village Manager, and as the Commission may prescribe from time to time. The Village Clerk will work with the Village Manager and other department heads to ensure the effective management of the Village. <u>The Village Clerk shall be responsible for the appointing, hiring, promoting, supervising and removing of all employees of the office of the Village Clerk as authorized by the</u>

Village Commission in the annual budget or as otherwise provided by resolution or ordinance.

B. *Removal and Compensation.* The Village Clerk shall report to the Commission and may be removed by the Commission utilizing the same procedure as set forth for removal of the Village Manager in Section 4.01(f). The Village Commission shall set the compensation and benefits provided to the Village Clerk.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 4.02 Village Clerk, amended by Res. No. 2006-45, Pt. G, 8-28-06, Election of 11-7-06; Res. No. 2008-26, § 1, 7-30-08, Election of 11-4-08)

(Prior Charter Section 4.03 titled Nepotism, amended by (Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

(Prior Charter Section 4.04 titled Conflict of interest, amended by (Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE V. ELECTIONS

§ 5.01 Election dates.

The general election of members of the Commission shall be held on the first Tuesday after the first Monday in November of each even-numbered calendar year. All other elections shall be known as special municipal elections. In any special election not otherwise provided for there shall be at least (thirty) 30 days' notice of the election by publication in a newspaper of general circulation in North Bay Village.

No general or special election of the Village shall be held on a national or state legal holiday. Should the first Tuesday after the first Monday in November in any even-numbered calendar year be declared such a legal holiday, then the regular election scheduled for that day shall be postponed to the first day thereafter that is not a legal holiday.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.01 was titled Time of holding elections, amended by Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.02 Qualifications.

A. *Qualifications of Electors.* Any qualified elector in Miami-Dade County who is a bona fide resident of the Village is eligible to vote in Village elections.

B. *Qualifications for Village Commission.* Any elector of the Village who meets the requirements as set forth in Article V of this Charter shall be eligible to hold the office of Village Commissioner or Mayor. The Commission shall be the judge of the election and qualifications of its members.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.02 was titled Qualifications of electors, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.03 Rules and regulations, supervision, etc. of elections.

All municipal elections in the Village shall be conducted by general ballot as prescribed by this Charter and consistent with the applicable law of the State of Florida and County of Miami-Dade. Municipal elections shall be supervised by the Village Clerk with the Village Commission canvassing returns from each general election.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.03 Rules and regulations, supervision, etc. of elections, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.04 Commission Members—Residency requirements and terms of office.

The Village shall be governed by a Commission of five (5) members, all of whom shall be qualified electors of the Village. There shall be a Harbor Island Commissioner, a North Bay Island Commissioner, and a Treasure Island Commissioner, each of whom shall be a resident of their respective islands for a continuous period of not less than one (1) year immediately prior to the date of the subject candidate's initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of their respective islands; however, this shall not apply to any mere temporary relocation within the Village. The Mayor and Commissioner-at-large, the two (2) remaining positions, shall reside on any of the said islands of the Village for a continuous period of not less than one (1) year immediately prior to the date of the subject candidate's initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of the Village. The term of the Mayor will be for two (2) years~~,~~ and ~~commencing with the November 2002 general election,~~ the term of each Village Commissioner will be for four years~~,~~ on a staggered basis ~~to be established as follows:~~

~~Notwithstanding any other provisions of this Charter, no later than December 15, 2000, the Village Clerk shall publicly draw lots to determine which Village Commissioners' term of office (specifically, the seat they each represent) will expire in November 2004 and which remaining two Village Commissioners' terms of office (specifically, the seat they each represent) will expire in November 2006. All subsequent Village Commissioner seats shall be elected for four (4) year terms~~.

All of the Commissioners and the Mayor shall be elected by the voters at large of the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.04 titled Commission Members - Residency requirements and terms of office, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-34, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. H, 8-28-06, Election of 11-

7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.05 Nomination of Commission Members and Mayor; Qualifying Period.

A. Any citizen who can qualify for the office of Commissioner or Mayor of the Village as provided herein may be nominated for Commissioner or Mayor by a petition provided by the Village Clerk for this purpose signed by not less than fifty (50) electors and filed with the Village Clerk ~~in accordance with dates set by the Village Commission~~. Candidates shall qualify with the Village Clerk no earlier than noon on the third Monday of July and no later than noon on the second Friday thereafter. This period shall constitute a 10-business day qualifying period. Notwithstanding, in the event that the Monday upon which a qualifying period would otherwise commence is a holiday, the qualifying period shall commence on Tuesday immediately following such holiday and shall conclude the second Monday thereafter.

B. No elector shall sign more than one nominating petition for each seat. Should an elector sign more than one petition for each seat, his signature shall be void except as to the petition first filed for each seat.

C. The signatures on the nominating petition need not all be subscribed on one paper, but to each separate paper there shall be attached a signed statement of the circulator thereof, stating the number of signers of such paper and that each signature appended thereto was made in his presence and is the genuine signature of the person whose name it purports to be. With each signature, including the signature of the circulator, shall be stated the place of residence of the signer, giving the street and number or other description sufficient to identify it. The form of nominating petition provided by the Village Clerk shall be substantially as follows:

NOMINATING PETITION

We, the undersigned electors of North Bay Village, hereby nominate (name of candidate), who resides at (address), for the office of (Commissioner island, at-large, or mayor)

(signatures) _____

(address of signer) _____

(date of signing) _____

The undersigned is the circulator of the foregoing petition containing (number) signatures. Each signature appended thereto was made in my presence and is the person whose name it purports to be. Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

(signature of circulator) _____

(street address of residence) _____

(date of birth or voter registration number) _____

(date) _____

D. Within five (5) days after the filing of a nominating petition, the Village Clerk shall through certified United States mail, return receipt requested, notify the candidate and the person who filed the petition whether or not the petition is found to be signed by the required number of qualified electors. Notification is complete upon mailing. If a petition is found insufficient, the Village Clerk shall return it to the person who filed it with a statement certifying wherein the petition is found insufficient. Such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate, prior to the qualifying deadline. Such petitions shall be preserved by the Village Clerk in accordance with applicable record retention requirements.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.05 Nomination of Commission members and Mayor, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.06 Candidacy.

A. No individual may qualify as a candidate for public office in the Village whose name appears on the same or another ballot for another office, whether federal, state, county or municipal, the term of which or part thereof runs concurrently with the office for which he seeks to qualify.

B. No individual may qualify as a candidate for public office who holds another elective office, whether state, county or municipal, the term of which or any part thereof runs concurrently with the term of office for which he seeks to qualify without resigning from such office not less than ten (10) days prior to filing for the office he intends to seek.

C. Any individuals holding elective or appointive positions including members of any and all boards, within the Village, shall be required to resign to run for any elective office within the Village. Current elected or sitting officials must submit a notice of resignation to the Village Clerk at least ten (10) calendar days before the beginning of the qualification period. Said resignation shall be effective no later than the day upon which he would assume office.

D. Upon submission of a notice of resignation, an elected or appointed sitting commissioner who fails to be elected as mayor, shall not be appointed by the Commission until at least two (2) years after the resignation.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.06 Candidacy did not have any history of amendments.)

§ 5.07 Filing fee.

A. A nonrefundable filing fee of Two Hundred and Fifty dollars ($250) must be deposited with the Village Clerk at the time each petition is presented, and upon so submitting, concurrently therewith, the sworn statement of his or her name, address, occupation and willingness to serve shall also be filed. The name of each nominee for Commissioner or Mayor, who has complied with all requirements hereinbefore prescribed, shall be printed on the ballot as a candidate for the office of Commissioner or Mayor of the Village.

B. If after filing for a particular Commission seat, an individual changes his mind and desires to run for a different Commission seat, he must first deliver written notice of his decision not to run for the original seat to the Village Clerk. He may then run for the other Commission seat after he again fully complies with the requirements hereinbefore described, as if filing for the first time, including, but not limited to, fully complying with the requirements of a new petition, and payment of a new nonrefundable filing fee.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.07 Filing fee, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.08 Ballots.

All ballots used in any general or special election of the Commission held under authority of this Charter shall be without party mark or designation and without any insignia or mark of any association or organization thereon and shall be substantially in the same form as the election ballot used in all general state elections. The following additional provisions with respect to ballots used in any general or special election of the Commission shall also apply:

A. The full names of all candidates nominated for the Commission as hereinbefore provided, except those that may have withdrawn, died or become ineligible, shall be printed on the official ballots. If two (2) candidates with the same surname or with names so similar as to be likely to cause confusion are nominated, the addresses of their places of residence may be placed with their names on the ballot.

B. The names of the candidates shall be arranged in the alphabetical order of their surnames in the groups for which they qualify.

C. The order of presentation of groups shall be as follows:

Mayor

Harbor Island Commissioner

North Bay Island Commissioner

Treasure Island Commissioner

At-Large Commissioner

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.08 titled Ballots did not have history of amendments.)

§ 5.09 Absentee electors.

The Village Clerk shall provide information regarding current state law requirements concerning absentee voting.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.09 Absentee electors, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.10 Watchers at election of Commission Members.

At each election of the Commission, any regularly nominated candidate shall be entitled, upon written application to the Village Clerk in accordance with section 101.131, Florida Statutes as may be amended ~~at least ten (10) days before the election~~, to appoint one (1) person and one (1) alternate to represent him or her as watcher and challenger at each polling place. Any person so appointed shall have all the rights and privileges prescribed by law for other watchers and challengers at any election in the same place, but under no circumstances shall a watcher and his or her alternate be allowed to remain within the voting place at the same time.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.10 Watchers at election of Commission Members did not have a history of amendments.)

§ 5.11 Hours of voting.

The polls shall open at seven o'clock a.m., (7 a.m.) and close at seven o'clock p.m. (7 p.m.).

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.11 Hours of voting did not have a history of amendments.)

§ 5.12 Election results.

The candidate receiving a majority of the votes for each Commission seat and/or the Mayor's seat shall be elected for that seat. In the event that a seat has not been won by a majority, then a run-off election of the two (2) highest vote getters shall be held fourteen (14) days after the regular election. A tie vote between the two (2) candidates in the run-off election shall be decided by a toss of a coin between those candidates the following business day after said run-off election.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.12 Election Results, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-33, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. I, 8-28-06, Election of 11-7-06)

§ 5.13 Canvass of returns.

The result of voting shall be certified by the Miami-Dade County Elections Department. The certification of election results shall be transmitted to the Commission at a meeting of the Commission to be held on the business day immediately following the election or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter. At this meeting, the Commission shall canvass the returns, and shall declare the results of the election. New officers shall be declared elected subsequent to canvass of election returns on the business day immediately following the general election, or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter. At such time the new officers shall be installed and shall enter upon the discharge of their duties. If a run-off election is necessary. the officers elected in that run-off shall be installed upon their certification, subsequent to canvass of returns on the business day immediately following the run-off election or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter, and shall thereupon enter upon the discharge of their duties.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.13 Canvass of returns, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. J, 8-28-06, Election of 11-7-06)

§ 5.14 Village employees soliciting votes.

It shall be unlawful for any paid non-elective employees of the Village, while on duty or off duty and wearing any type of uniform or other definitive identification indicating that they are employees of the Village, to solicit votes, coerce directly or indirectly any elector or engage in any political activity in any municipal election or referendum in the Village or use his or her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof. Any employee violating the provisions of this section shall be subject to immediate dismissal.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.14 Village employee soliciting votes, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.15 Initiative and referendum procedures.

A. *General.*

1. *Initiative.* The qualified voters of the Village shall have the power to propose ordinances to the Commission. If the Commission fails to adopt such an

ordinance so proposed without any change in substance, then the qualified voters shall have the power to adopt or reject it at a Village election.

2. *Referendum.* The qualified voters of North Bay Village shall have power to require reconsideration by the Commission of any adopted ordinance. If the Commission fails to repeal an ordinance so reconsidered, then the qualified voters shall have the power to approve or reject it at a Village election.

B. *Commencement of proceedings.* Any five (5) qualified electors may commence initiative or referendum proceedings by filing with the Village Clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.

Promptly after the affidavit of the petitioners' committee is filed, the Village Clerk shall, at the committee's request, issue the appropriate petition blanks to the petitioners' committee at the committee's expense.

C. *Petitions.*

1. *Number of signatures.* Initiative and referendum petitions must be signed by qualified electors of the Village equal in number to at least ten percent (10%) of the total number of qualified electors registered to vote at the last regular Village election.

2. *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered, as well as language reflecting the ability of the Petitioners' committee to withdraw the subject petition, pursuant to § 5.15 (F)(3) of this Charter.

3. *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

4. *Time for filing referendum petitions.* Referendum petitions must be filed within sixty (60) days after adoption by the Commission of the ordinance sought to be reconsidered.

D. *Procedure for filing.* Certificate of Clerk; amendment. Within twenty (20) days after the initiative petition or referendum petition is filed, the Village Clerk shall determine whether each petition paper is in proper form according to subsections C(2) and (3)

hereinabove. Within ten (10) days from determining that the petition is in proper form, the Village Clerk shall transmit the petition papers to the Miami-Dade County Department of Elections for purposes of determining whether the petition as a whole has been signed by a sufficient percentage of the Village electors. The Miami-Dade County Elections Department shall complete a certificate as to the petition's sufficiency. Such certificate shall specify if it is insufficient, and the Village Clerk shall promptly send a copy of the certificate to the petitioners' committee by registered mail, return receipt requested. A petition certified insufficient for lack of the required number of valid signatures may be amended one (1) time within ten (10) business days after receipt of notification; such supplementary petition shall comply with all prior requirements and within five (5) business days after it is refiled, the Village Clerk shall transmit same to the Miami-Dade County Department of Elections for purposes of issuing a certificate as to the sufficiency of the petition as amended, whereupon the Village Clerk shall send a copy of such certificate to the petitioners' committee by registered mail, return receipt requested, as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient, the Village Clerk shall promptly present the certificate to the Commission, and the certificate shall then be a final determination as to the sufficiency of the petition.

E. *Conclusion of Referendum Process.* The referendum process shall be concluded:

(1) When the petitioners' committee withdraws the petition; or

(2) When the Commission repeals the ordinance; or

(3) After a vote of the electorate on repeal of the ordinance has been certified, and such certification has been accepted by the Commission.

F. *Action by Commission.*

1. *Action by Commission.* When an initiative or referendum petition has been finally determined sufficient by the Miami-Dade County Elections Department, the Commission shall promptly consider the proposed initiative ordinance in the manner provided in Article III or reconsider the referred ordinance by voting its repeal. If within thirty (30) days of the issuance of a certificate of a petition's sufficiency by the Miami-Dade County Elections Department, the Commission fails to either (as the case may be) adopt a proposed initiative ordinance without any change in substance or fails to repeal the referred ordinance, it shall submit the proposed or referred ordinance to the voters of the Village.

2. *Submission to voters.* The vote of the Village on a proposed or referred ordinance shall be held not less than thirty (30) days and not later than sixty (60) days from issuance of the Miami-Dade County Elections Department's certificate as to petition's sufficiency. If no regular Village election is to be held within the period described in this subsection, the Commission shall provide for a special election. Copies of the proposed or referred ordinance shall be made available at the Village Clerk's office.

3. *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the tenth day preceding the day scheduled for a vote of the Village by filing with the Village Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings shall be terminated.

G. *Results of election.*

1. *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon acceptance by the Commission of the certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. If an initiative ordinance is voted upon by the Village electors and is defeated, it may not be brought forth for consideration as an initiative within one year from date of this election.

2. *Referendum.* If a majority of the qualified electors voting on a referred ordinance vote for its repeal, it shall be considered repealed upon the Commission's acceptance of the certification of the election results. Should a majority defeat the referendum for repeal of the ordinance, such referendum action cannot be brought up again for a period of one (1) year from the date of the election.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.15 Initiative and referendum procedures, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. K, 8-28-06, Election of 11-7-06)

ARTICLE VI. BOARDS

§ 6.01 Advisory boards.

The Commission may by ordinance establish advisory boards to assist the Commission or the Village. Advisory board members must be either residents of the Village, or owners of businesses located within the confines of the Village, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. A majority of the members of each advisory board must be residents of the Village. The Commission may appoint ex officio non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission. The Commission may also terminate any advisory board at any time that it deems that such board has fulfilled its purpose. Any vacancy occurring on an advisory board shall be filled within 30 days of the occurrence of the vacancy, in the same manner as the original appointment.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 6.01 Advisory boards, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 6.02 Civil service.

A. *Civil Service Board.* The Commission may by ordinance establish a civil service system and appoint the members, other than employee members, to the Civil Service Board, who are registered voters. Such ordinance shall provide the duties, responsibilities, terms of membership and conditions for removal of members from the Civil Service Board as well as all other terms and provisions of the civil service system.

B. *Employees covered by collective bargaining agreement.* Any civil service system established by ordinance and the civil service rules and regulations adopted pursuant thereto shall not apply to nor be maintained for regular employees in the classified service who are covered by a collective bargaining agreement, unless otherwise provided in such agreement.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 6.02 Civil service did not have a history of amendments.)

§ 6.03 Planning and Zoning Board.

A. The Commission shall establish by ordinance a Planning and Zoning Board. Such ordinance shall provide the powers, duties, responsibilities, terms of membership, length of terms, and conditions for removal of members of the Planning and Zoning Board.

B. Where the Planning and Zoning Board by unanimous vote of its full membership has presented a negative recommendation to the Village Commission relating to a request for a variance or special use exception, it shall require the Village Commission to act by at least four (4) affirmative votes in order to grant such request for variance or special use exception.

C. It shall be the duty of the Planning and Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the Village Commission at maximum intervals of five years commencing in 2013.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 6.03 Planning and Zoning Board, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE VII. FINANCE AND TAXATION

§ 7.01 State Law applicable.

Matters pertaining to finance and taxation shall be governed by State law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.01 State Law applicable, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.02 Independent audits.

At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants, who may be the regular auditors of the Village and who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transaction of the Village government. They shall submit their report to the Commission no later than at a regularly scheduled April Commission meeting. A copy of the audit shall be made available for inspection in the office of the Village Manager. The accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the Village. Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the Village Manager and any and all separate or subordinate accounts kept by any other office, department or agency of the Village government. The Commission may also designate one or more qualified certified public accountants to conduct special audits at other times, or monthly or continuing audits as it may consider in the public interest. A copy of such special audits will also be made available for public inspection.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.02 Independent audits, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.03 Preparation and submission of budget.

The Village Manager, at least sixty (60) days prior to the beginning of each fiscal year, shall submit to the Commission a budget and an explanatory budget message in the form and with the contents provided by this Charter. For such purpose, he shall obtain from the head of each office, department or agency of the Village estimates of revenue and expenditure of that office, department or agency detailed by organization units and character and object of expenditure, and such other supporting data as he may request; together with an estimate of all municipal projects pending, or which such department head believes should be undertaken:

A. Within the budget year, and

B. Within the five (5) next succeeding years.

In preparing the budget, the Village Manager shall review and revise the estimates as he may deem advisable.

A. *Budget message.* The budget message submitted by the Village Manager to the Commission shall be explanatory of the budget, shall contain an outline of the proposed financial policies of the Village for the fiscal year and shall

describe in connection therewith the important features of the budget plan. It shall set forth the reasons for salient changes from the previous year in costs and revenue items and shall explain any proposed major changes in financial policy.

B. *Budget for municipal improvements.* As a part of the budget message, with relation to the proposed expenditures for down payments and other proposed expenditures for municipal projects stated in the budget, the Village Manager shall include a statement of pending municipal projects and proposed new municipal projects for the fiscal year and for the five (5) fiscal years succeeding that fiscal year, together with his comments thereon and any estimates of costs prepared by him or by any other office, department or agency of the Village. The budget message shall also detail the prospective amounts for municipal projects proposed to be raised by appropriation in the budget and the respective amounts, if any, proposed to be raised by the issuance of bonds and certificates or notes during the fiscal year or thereafter.

C. *Supporting schedules, etc.* Attached to the budget message shall be such supporting schedules, exhibits and other explanatory material, in respect to both current operations and municipal projects as the Village Manager, shall believe to be useful.

D. *Scope of budget; contents.* The budget shall provide a complete financial plan for the fiscal year. It shall contain in tabular form:

1. A general summary;
2. Detailed estimates of all anticipated revenues;
3. Detailed estimates of all proposed expenditures.

E. *Anticipated revenues.* In parallel columns opposite the several items of anticipated revenues there shall be placed the amount of each item in the budget of the current fiscal year and amount actually received to the time of preparing the budget, plus receipts for the remainder of the current fiscal year estimated as accurately as possible, plus the amount received for each item in each of the two (2) prior fiscal years.

F. *Proposed expenditures.* In parallel columns opposite the several items of proposed expenditures, there shall be placed the amount of each such item in the budget of the current year, and the amount actually expended to the time of preparing the budget, plus the expenditures for the remainder of the current fiscal year estimated as accurately as possible, plus the amounts expended for each item in each of the two (2) prior fiscal years.

G. *Budget and message to be public record.* The budget and budget message and all supporting schedules shall be a public record in the office of the Village Clerk open to public inspection.

H. *Notice of final budget meeting.* At the meeting of the Commission at which the budget and budget message are submitted, the Commission shall determine the place and time of the two public hearings and the final meeting on the budget and shall cause to be posted on the designated official bulletin board of the Village a notice of the places and times not less than ten (10) days prior to the dates on which the Commission will hold the meetings.

If the budget calls for any increase in taxes by the Village, the Village shall endeavor to send a notice of the date of the final budget meeting to each property owner in the Village files and also to those who submit requests to be so notified. With such notice the anticipated increase of taxes shall also be mentioned. The Village Manager shall comply with all provisions of state law relative to procedures in the event of property tax increases.

I. *Vote required to adopt.* The final budget and millage rate shall be adopted by at least three (3) affirmative votes of the Commission.

J. *Effective date; certification.* Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget as finally adopted shall be certified by the Village Manager and shall be available for inspection by any and all persons in the office of the Village Clerk.

K. *Effective date.* From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriate to the objects and purposes therein named.

L. *Adoption.* The Commission shall by resolution adopt the budget on or before the thirtieth day of September of each year. If it fails to adopt the budget by this date, the Commission, by resolution, may direct that the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year for a period of thirty (30) days and renewed by resolution each thirty (30) days with all items in it prorated accordingly, until such time as the Commission adopts a budget for the ensuing fiscal year. A resolution adopting an annual budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.

M. *Appropriation amendments during the fiscal year.*

1. *Supplemental appropriations.* If during the fiscal year revenues in excess of those estimated in the budget are available for appropriation, the Commission, by resolution, may make supplemental appropriations for the year for projects, activities or undertakings deemed necessary by the Commission up to the amount of such excess, provided, however, the resolution to expend such funds receives at least three (3) affirmative votes of the Commission.

2. *Reduction of appropriations.* If at any time during the fiscal year it appears probable to the Village Manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the

Commission without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The Commission shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by resolution reduce one (1) or more appropriations.

3. *Limitations; effective date.* No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof.

The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon its adoption by resolution.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.03 Preparation and submission of budget, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. L, 8-28-06, Election of 11-7-06)

§ 7.04 Monthly report of expenditures.

At the first Commission meeting of each month, the Village Manager shall present a detailed report of the expenditures for the prior month.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.04 Monthly report of expenditures, amended by Res. No. regarding 92-23, § 2, 9-15-92, Election of 11-3-92; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.05 State and county law to apply to taxation.

The general laws of the State of Florida and the County of Miami-Dade upon the subject of taxation shall apply to and govern in the assessment, levy and collection of taxes of the Village and in return and sale of property delinquent therefor and shall also apply and govern with respect to the powers, duties and liabilities of persons and property touching and concerning such taxes, and shall have full force and effect in said Village as far as same may be applicable.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.05 State and county law to apply to taxation, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.06 Correcting assessments.

All provisions in the Charter relating to local assessment for special assessments are directory and any errors, defects or omissions in assessments, levies, sales or proceedings may be corrected at any time.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.06 Correcting assessments, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.07 Bank depositories.

A. *Designation.* It shall be the duty of the Commission to designate the bank or banks to be depositories for the funds of the Village. If there be more than one, the distribution of the several funds shall be made as directed by the Commission.

B. *Bond or Security* All Village depositories shall furnish such bond or security as required by State law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.07 Bank depositories, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE VIII. BORROWING FOR MUNICIPAL PROJECTS

§ 8.01 State Law applicable.

Matters pertaining to borrowing for municipal projects shall be governed by State law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 8.01 State Law applicable had no history of amendments.)

ARTICLE IX. GENERAL PROVISIONS

§ 9.01 Right of eminent domain.

The Village may exercise the right and power of eminent domain; that is, the right to appropriate property, without the owner's consent, for a public purpose.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.01 Right of eminent domain, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.02 Non-discrimination.

No person shall be deprived of any right because of race, religion, sex, sexual orientation, place of origin or physical handicap.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.02 was titled Charter amendments, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.03 Records and accounts to be open to public.

All public records and accounts of every office, department or agency of the Village shall be open to inspection as provided by state law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.03 was titled Non-discrimination, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. M, 8-28-06, Election of 11-7-06)

§ 9.04 Bonds of officers and employees.

Any officers or employees of the Village who have check signing authority or access to Village accounts shall post bond in such amount and with such surety as may be approved by the Commission. The premiums of such bonds shall be paid by the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.04 was titled Records and accounts to be open to public, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.05 Oath of office/employment.

Every officer and employee of the Village shall, before entering upon the duties of his office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the Village Clerk:

> I _____, a legal resident of the State of Florida, and being employed by or an officer of North Bay Village, Florida and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support and obey the Constitution and the laws of the United States and of the State of Florida, and that I will, in all respects, observe the provisions of the Charter and Ordinances of the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.05 was titled Bonds of officers and employees, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 9.06 Scope of authority.

The Village is hereby authorized and empowered in the manner herein provided to cause any waterway within said Village to be bulkheaded; to cause groins or jetties to be constructed along the shore to protect the land area from the effects of tides and winds; to cause boardwalks or other walls or seawalls to be constructed in its public parks and upon or along any property of said Village, or in which it has a perpetual easement, or which is dedicated to said Village or the public along or near the shore; to cause any and all highways, by whatever designation they may be known, or any part thereof, to be lighted, graded, paved, repaved, macadamized and to cause curbs and gutters to be constructed thereupon, and sanitary sewers, storm sewers and other drains to be laid or constructed in any such highway, or part thereof, and/or in any right-

of-way or easement granted to or acquired by said Village or any dedicated way, and to provide for the payment of the cost thereof through special assessments.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.06 was titled Oath of office/employment, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 9.07 ~~North Bay Island z~~Zoning.

(A) *North Bay Island*. Land use and future development of North Bay Island in the Village is hereby restricted to single family residential usage.

(B) *Treasure Island*. Zoning of properties located within Treasure Island that are designated as RS-2 on the Village's official zoning map as of November 4, 2024 shall not be rezoned to any district other than a single-family residential district.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.07 was titled Scope of authority, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.08 ~~Reserved.~~ Advertisement and notice by publication on publicly accessible website.

Notwithstanding any provision to the contrary, wherever in this Charter an advertisement or notice is required to be published in a newspaper of general circulation or other print publication, such advertisement or notice may alternatively be provided on a publicly accessible website, as permitted by chapter 50, Florida Statutes, as may be amended from time to time, provided that:

(A) The cost of providing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper;

(B) Publication on such website conforms with the requirements of section 50.0311, Florida Statutes, as may be amended from time to time; and

(C) Publication on such website is made within the applicable time frame required by this Charter for the respective advertisement or notice, and includes all information required by the respective Charter provisions.

(Prior Charter Section 9.08 was titled North Bay Island zoning, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.09 Insurance benefits for elected officials and the Village Manager.

North Bay Village shall not pay life, health and/or dental insurance benefits for the elected Village officials and/or their family dependents without prior approval by the electorate at a referendum.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.09 Insurance benefits for elected officials and the Village Manager, amended by Res. No. R91-28, § 2, 9-16-91, Election of 11-12-91; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.10 Retirement System.

The Commission may establish and create by ordinance a retirement system for any or all groups of officers, agents or employees of the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.10 Retirement System, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.11 Nepotism.

No person related up to the second degree of consanguinity or affinity to an elected or appointed Village official (department head and above) shall be eligible to hold a remunerative position with the Village. Any appointed Village official who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal. This provision may be waived during conditions deemed as emergencies by the Village Commission.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Section 9.11 in previous Charter.)

§ 9.12 Conflict of interest.

Appointed officials and employees shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code § 2-11.1.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Section 9.12 in previous Charter.)

§ 9.13 Violation.

Village officials and employees shall follow the provisions of this Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Section 9.13 in previous Charter.)

ARTICLE X. CHARTER AMENDMENTS AND TRANSITION

§ 10.01 Revision provision.

A. This Charter of the Village must be reviewed six (6) years from November 8, 2000 and each sixth year thereafter by an Advisory Charter Review Board Appointed by the Commission with a minimum of five (5) members with at least one (1) representative from each island; any proposed revisions to the Charter must meet

the approval of the qualified electors of the Village at an election to be held at the same time as the regularly scheduled municipal Commission election immediately following each sixth year Charter review.

~~B. It shall be the duty of the Planning and Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the Village Commission at maximum intervals of five years commencing in 2013.~~

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(The prior Charter Section 10.01 was titled Title of Charter and there was no history of amendments.)

§ 10.02 Charter amendments.

A. Except with regard to Charter provisions concerning municipal boundaries, North Bay Village may adopt, amend, or revoke its Charter or abolish its existence in the following manner: The Village Commission shall, within one hundred twenty (120) days after adopting a resolution or after the certification of a petition of ten (10%) percent of the qualified electors of the municipality, draft or have drafted by a method determined by a North Bay Village ordinance, a proposed charter amendment, revocation, or abolition which shall be submitted to the electors of North Bay Village. Unless an election occurs not less than sixty (60), nor more than one hundred twenty (120) days after the draft is submitted, the proposal shall be submitted at a special election within that time. No less than thirty (30) days prior to such election the Village Clerk shall make available a copy of the proposed amendment for examination.

B. Upon adoption of an amendment to the Charter of the Village by a majority of the electors voting in a referendum upon such amendment, the Commissioners shall have the amendment incorporated into the Charter and shall file the revised Charter with the Department of State of the State of Florida, at which time the revised Charter shall take effect.

C. The Village may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State of the State of Florida pursuant to the provision of section B.

D. The Village, by unanimous vote of the Commission, may abolish municipal departments provided for in this Charter and amend provisions or language out of the Charter which has been judicially construed to be contrary to either the state or federal constitution.

E. Any provision of the Charter which conflicts with any federal, state or county law shall automatically be changed to conform to such federal, state or county law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(The prior Charter Section 10.02 was titled Effective date, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. N, 8-28-06, Election of 11-7-06)

§ 10.03 Ordinances and state and county law unimpaired.

Nothing in this Charter shall be so construed as to alter, abolish, affect or amend the following: (1) Any of the laws of this state now in force or which hereafter (shall) be enacted relative to towns and cities of the state, incorporated under the general law; or (2) any of the laws of Miami-Dade County; (3) any of the ordinances of the Village, now in force under the municipal government of the Village, except for those that are in conflict with the provisions of this Charter, and these conflicting ordinances are hereby repealed. All such state and county laws and all nonconflicting ordinances of the Village are hereby declared to be in full force and effect.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.03 Ordinances and state and county law unimpaired, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.04 Rights and privileges of officers, etc., not impaired.

Nothing contained in this Charter, except as specifically provided, shall affect or impair the rights or privileges of any officer or employee of the Village or of any office, department or agency existing at the time when this Charter shall take effect, or any provision of law in force at the time when this Charter shall take effect and not inconsistent with the provisions of this Charter, in relation to the duties, responsibilities and emoluments of officers and employees of the Village. This provision shall not be construed to vest in any officer or employee any right or rights not specifically vested herein.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(The prior Charter Section 10.04 Rights and privileges of officers, etc., not impaired, has no history of amendments.)

§ 10.05 Pending matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the Village shall continue in accordance with their terms and, to the extent applicable, the Charter of the Village as in existence at the time of their occurrence or imposition, as applicable.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.05 Pending matters, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.06 Contracts and public improvements.

All contracts entered into by the Village, or for its benefit, prior to the taking effect of this Charter, shall continue in full force and effect. Public improvements for which

legislative steps have been taken under laws or Charter provisions existing at the time this Charter takes effect may be carried to completion as nearly as practicable in accordance with the provisions of such existing laws and Charter provisions.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.06 Contracts and public improvements has no history of amendments.)

§ 10.07 Pending suits and proceedings not affected.

No action or proceeding, civil or criminal, pending at the time when this Charter shall take effect, brought by or against the Village or any office, department or agency or officer thereof, shall be affected or abated by the adoption of this Charter or by anything herein contained.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.07 Pending suits and proceedings not affected has no history of amendments.)

§ 10.08 Former acts confirmed.

All acts and proceedings of the various officers and employees of the Village before the approval of this Charter are hereby approved, confirmed and validated as of the dates the same were made or done.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.08 Former acts confirmed, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.09 Continuations of existing laws.

Insofar as the provisions of this Charter are the same in terms or in substance and effect as provisions of law in force when this Charter shall take effect, relating to or affecting the Village, the provisions of this Charter are intended to be not a new enactment but a continuation of such provisions of law and this Charter shall be so construed and applied.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.09 Continuations of existing laws, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.10 Transition ordinances.

The Commission shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within sixty (60) days of the first Commission meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures in Article III except that transition ordinances shall be effective for up to ninety (90) days after enactment. Thereafter such

ordinances may be readopted, renewed or otherwise continued only in the manner prescribed for normal ordinances in Article III.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.10 Transition ordinances has no history of amendments.)

§ 10.11 Resolving conflicts within charter.

Should there be a conflict or apparent conflict in the provisions of any one section of this Charter or between two (2) or more sections thereof, then the Village Attorney shall resolve such conflict or apparent conflict by a written ruling which shall be legal and binding unless invalidated by a court of competent jurisdiction.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.11 Resolving conflicts within charter, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.12 Severability clause.

If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.12 Severability clause, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

(Prior Charter Section 10.13 was titled Revision provision, amended by (Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-36, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. O, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

(Prior Charter Section 10.14 was titled Violation, amended by (Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

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Elected Official Salaries in Miami-Dade County

(Researched as of February 8, 2024. This data has not been verified by the cities or county and has been prepared for informational purposes for the North Bay Village Charter Review Board)

	A	B	C	D	E
1	**Municipality**	**Mayor Compensation**	**Commission/Council Compensation**	**Set by Charter/Code/Resolution?**	**Text**
2	Aventura	$10,000.00	$7,500.00	Charter	**Section 2.06. Compensation; reimbursement for expenses.** Commissioners shall receive compensation in the amount of $7,500 per fiscal year. The Mayor shall receive compensation in the amount of $10,000 per fiscal year. The Mayor and Commission shall also receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized travel and per diem expenses incurred in the performance of their official duties.
3	Bal Harbour	$30,000.00	$24,000.00	Charter and Code	**Sec. 15. Compensation of councilmen.** The annual salary of councilmen shall be one dollar ($1.00) per annum until changed by ordinance, but shall not be increased during the current term of councilmen enacting such ordinance. **Sec. 2-26. Salaries of Mayor, other members of Council.** The annual salary of the Mayor shall be $30,000.00 per annum and the annual salary of all other Councilmembers shall be $24,000.00 per annum. The salary shall be paid on a monthly basis, with any increase to be paid to the Mayor and Councilmembers enacting this section only following their election to a new term.
4	Bay Harbor Islands	$1.00	$1.00	Charter	**Section 2.06. Compensation.** The annual salary of Council Members shall be one dollar ($1.00) per year until amended by ordinance (a "Salary Adjustment Ordinance"). A Salary Adjustment Ordinance shall not take effect until the current term of all Council Members voting on the Salary Adjustment Ordinance has expired.
5	Biscayne Park*	$2,000.00	$2,000.00	Charter and Code	**Section 2.06. Compensation; reimbursement for expenses.** Members of the Commission shall receive annual compensation as set by ordinance by a four-fifths ⅘ majority vote. Members of the Commission shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties. **Sec. 2-17. Compensation to mayor and commissioners.** (a)Mayor. The mayor of the village shall receive annual compensation which shall be set forth in the budget and which shall be paid in four (4) quarterly installments. This sum is a flat sum to reimburse the mayor for expenses while acting in his or her official capacity as mayor. The mayor shall receive no salary; and shall not be responsible to provide the village with an accounting of expenses. (b)Commissioners. The commissioners of the village shall receive annual compensation which shall be set forth in the budget and which shall be paid in four (4) quarterly installments. This sum is a flat sum to reimburse the commissioners for their expenses while acting in their official capacity as commissioners. The commissioners shall receive no salary; and shall not be responsible to provide the village with an accounting of expenses.
6	Coral Gables^	$69,000.00	$65,000.00	Charter and Code	**Sec. 7. Compensation, Commissioners and Mayor.** The Commission may, by ordinance, provide for the compensation of its members, including the Mayor, and for the allowance of travel and office expenses. **Sec. 2-29. Compensation of mayor, commissioners; travel allowance; office expense.** (a)Compensation. The annual compensation of the five members of the city commission for the fiscal year beginning October 1, 2023, shall be $69,000.00 for the mayor, $67,000.00 for the vice-mayor, and $65,000.00 for each of the three commissioners. Commencing October 1, 1986, and each October thereafter, all increases in compensation for elected officials shall be tied to the annual increase in the CPI-W for urban wage earners and clerical workers from the preceding July, and shall be ratified by the commission at a public hearing, with such increase to be retroactive to the beginning of the fiscal year. (b)Travel expense. Travel expense for each commissioner is hereby fixed at $1,200.00 per annum, and travel expense for the mayor-commissioner is hereby fixed at $1,800.00 per annum, at a minimum, or as provided for in the annual adopted budget. (c)Expense allowance. An expense allowance for each commissioner is hereby fixed at $800.00 per month, at a minimum, or as provided for in the annual adopted budget. (d)Mayor's office allowance. Office allowance for the mayor for secretarial, telephone, postage and like expenses is hereby fixed at $100.00 per month, at a minimum, or as provided for in the annual adopted budget. (e)Car allowance. A car allowance for each commissioner is hereby fixed at $703.84 per month, at a minimum, or as provided for in the annual adopted budget.
7	Cutler Bay^	$12,000.00	$6,000.00	Charter	**Section 2.6. Compensation; Reimbursement for Expenses.** District council members and the vice-mayor shall receive compensation in the amount of $500.00 per month and the mayor shall receive compensation in the amount of $1,000.00 per month. These payments shall be increased, but not decreased, by the Consumer Price Index (CPI) annually. Furthermore elected officials and authorized employees of the town shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.
8	Doral^	$50,000.00	$12,000.00	Charter	**Sec. 2.06. Compensation; reimbursement for expenses.** Councilmembers shall receive compensation in the amount of $12,000 per fiscal year. The Mayor shall receive compensation in the amount of $50,000 per fiscal year. The above notwithstanding, the compensation for Councilmembers and the Mayor shall be adjusted each calendar year consistent with the Urban Consumer Price Index. The Council shall also receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.

Elected Official Salaries in Miami-Dade County

(Researched as of February 8, 2024. This data has not been verified by the cities or county and has been prepared for informational purposes for the North Bay Village Charter Review Board)

	A	B	C	D	E
1	**Municipality**	**Mayor Compensation**	**Commission/Council Compensation**	**Set by Charter/Code/Resolution?**	**Text**
9	El Portal*	$3,000.00	$3,000.00	Charter and Code	**Section 2.06. - Compensation; reimbursement for expenses.** Councilpersons shall receive annual compensation in an amount prescribed by ordinance. Councilpersons shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized travel and per diem expenses incurred in the performance of their official duties. **Sec. 2-15. - Annual reimbursement fund for mayor and council.** An annual reimbursement fund of $1,000.00 for the mayor and each member of the village council is hereby created. One-fourth of said funds to be paid on a quarterly basis during members term of office, beginning with 1998-99 fiscal year. This fund in no way construes total reimbursement of expenses for members attending seminars, conventions, etc., and for legal and transportation expenses. The presentation of a voucher will not be required. Each member will receive $1,000.00 annual reimbursement as appropriated for the fiscal year.
10	Florida City*	$15,797.96	$15,797.96	Charter and Resolution	**Section 2.05. Compensation.** The City Commission shall determine the annual salary of the Mayor and Commission members by resolution and cannot exceed the budgeted amount. Business expenses must be in the annual budget and cannot exceed the budgeted amount unless there is good cause shown.
11	Golden Beach*	$1.00	$1.00		
12	Hialeah*	$150,000.00	$2,474.42	Charter	**Section 2.01. Mayor.** (e)Compensation. The annual salary of the mayor shall be established in the amount of $150,000. The annual expense account of the mayor shall be established in the amount of $40,000 to defray travel, per diem, meals and other travel-related expenses in connection with the duties of the mayor. The combined salary and the expense account shall be the total annual compensation of the mayor. The salary and expense account shall be provided in the annual budget adopted by ordinance. **Section 2.02. City Council.** (e)Compensation. The annual salary of city councilmembers shall be approved as an annual budgetary item. Under circumstances where the council president or other elected person pursuant to paragraph 2.01(c) assumes the duties of the mayor, the council president shall receive the mayor's salary during the performance of the mayor's duties.
13	Hialeah Gardens*	$150,346.56	$33,917.52	Charter	**Sec. 4. Rate of compensation of the City Council members and the Mayor.** A.The rate of compensation paid to Councilpersons shall be set by ordinance, provided, however, that there shall be at least a required four-fifths vote of the Council for adoption of any such ordinance. B.The rate of compensation paid to the Mayor shall be set by ordinance, provided, however, that there shall be at least a required four-fifths vote of the Council for adoption of any such ordinance.
14	Homestead	$6,000.00	$4,800.00	Charter and Code	**Sec. 2.06. Compensation.** (a)The compensation of Council Members shall be fixed by ordinance. No Council Member shall receive compensation, either directly or indirectly, from the City, except such compensation as provided by ordinance. (b)An ordinance increasing the compensation to any or all Council Members shall not take effect until after the next election. This restriction shall not be construed to apply to insurance programs of the City. **Sec. 2-22. Salaries.** (a)The salary of the mayor-councilman of the city, commencing on the ninth day of December, 1987, is hereby fixed in the amount of five hundred dollars ($500.00) per month, and in addition thereto, there is hereby established an expense account for the office of mayor-councilman the amount of said expense account shall be approved by voice vote of the city council at a regularly scheduled meeting and may be amended from time to time by a majority vote of the city council. Said expense account is to be used by the mayor-councilman in carrying out his official duties and obligations on behalf of the city. (b)The salary of the councilmen of the city, commencing on the ninth day of December, 1987, is hereby fixed in the amount of four hundred dollars ($400.00) per month, and in addition thereto there is hereby established an expense account for councilmen the amount of said expense account shall be approved by voice vote of the city council at a regularly scheduled meeting and may be amended from time to time by a majority vote of the city council. Said expense account is to be used by the councilmen in carrying out their duties and obligations on behalf of the city.
15	Indian Creek	$0.00	$0.00	Charter	**Sec. 3.04. Compensation.** Councilmembers shall serve without compensation.
16	Key Biscayne	$0.00	$0.00	Charter	**Section 2.07. No compensation; reimbursement for expenses.** Council Members (including the Mayor) shall serve without compensation but shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized travel and per diem expenses incurred in the performance of their official duties.
17	Medley			Charter and Code	**Sec. 8. Compensation of Mayor and Councilmembers.** Compensation of the Mayor and Councilmembers shall be prescribed by ordinance and fixed in the annual budget.
18	Miami	$97,000.00	$58,200.00	Charter	**Sec. 4. Form of government; nomination and election.** (h)Salaries of the mayor and commission. Effective on November 4, 2003, there shall be paid to the city commissioners the sum of $58,200, which is equal to sixty percent of the mayor's salary in effect on July 16, 2003. Such salary shall be paid per year for each commissioner, in twelve equal installments. The compensation of the mayor shall be determined by the commission.
19	Miami Beach	$10,000.00	$6,000.00	Charter	**Sec. 2.02. Term, term limits and compensation.** The annual compensation for the Office of Commissioner shall be six thousand dollars ($6,000.00) and the compensation for the Office of Mayor shall be ten thousand dollars ($10,000.00); any increase in salary for Mayor and/or Commissioner shall require approval of a majority of the electorate voting at a City election.
20	Miami Dade County^		$6,000.00	Charter	**SECTION 1.06. SALARY.** Each County Commissioner shall receive a salary of $6,000 per year payable monthly and shall be entitled to be reimbursed for such reasonable and necessary expenses as may be approved by the Board.

Elected Official Salaries in Miami-Dade County

(Researched as of February 8, 2024. This data has not been verified by the cities or county and has been prepared for informational purposes for the North Bay Village Charter Review Board)

	A	B	C	D	E
1	**Municipality**	**Mayor Compensation**	**Commission/Council Compensation**	**Set by Charter/Code/Resolution?**	**Text**
21	Miami Gardens*	$80,000.00	$40,000.00	Charter	**Section 2.6. Compensation; Reimbursement for Expenses.** The City Council shall determine the annual salary and professional expenses of the Mayor and Councilmembers by ordinance at budget time. An ordinance fixing the salaries and professional expenses of the Mayor and City Council shall only be considered every five (5) years.
22	Miami Lakes^	$18,000.00	$0.00	Charter and Code	**Section 2.6 Compensation; Reimbursement for Expenses.** (a)Councilmembers shall serve without compensation. Councilmembers and the Mayor shall receive a payment in the amount of $400 per month as reimbursement for expenses incurred in the performance of their official duties. This payment shall be increased, but not decreased, annually in an amount equal to the percentage increase if any, in the Consumer Price Index for the Miami area, all categories. (b)The Council may by ordinance establish a salary for the Mayor. **Sec. 2-52. Salary and benefits of Mayor.** The Town Mayor shall receive the following: (1)The sum of $18,000.00 annually payable bi-weekly. An annual increase, commensurate with the U.S. Department of Labor, Consumer Price Index for Miami Ft. Lauderdale will be made on an annual basis effective December 2017; (2)A monthly car allowance in the amount of $600.00; (3)Individual medical insurance at no cost to the Mayor from the same health insurance plan available to Town employees; and (4)The Mayor may purchase dependent medical insurance coverage at the Mayor's own expense from the health insurance plan available to Town employees.
23	Miami Shores	$1.00	$1.00	Code	**Sec. 2-32. Compensation.** The compensation of each member of the council shall be $1.00 per year.
24	Miami Springs*	$7,800.00	$6,000.00	Charter	**Sec. 5.03. Compensation of Council.** The compensation of the Council and Mayor shall be fixed by ordinance based upon the level of compensation in effect as of the adoption of this charter and in no event may compensation be increased in excess of 5% of said compensation in any 2-year period. The City Council voting to increase such compensation shall not be eligible therefor until the anniversary date of their election in the last year of their term in office. Should any increase in excess of 5% be considered necessary by the Council in order to maintain a compensation level consistent with general economic conditions, then such proposal shall be submitted to the electorate by referendum. The term compensation as used herein shall be deemed to include both salary and a fixed allowance for expenses to be set forth in the budget.
25	North Bay Village	$7,800.00	$6,300.00	Charter	**§ 3.04 Compensation.** Each Commission member will be compensated six thousand three hundred dollars ($6,300.00), per year payable at five hundred twenty-five dollars ($525.00) per month. The Mayor will be compensated seven thousand eight hundred dollars ($7,800.00) per year payable at six hundred fifty dollars ($650.00) per month.
26	North Miami*	$89,880	$77,910	Charter and Resolution	**Sec. 12. Compensation.** The city council determines the annual salary of the mayor and councilmembers by resolution and cannot exceed the budgeted amount. Business expenses must be in the annual budget and cannot exceed the budgeted amount unless there is good cause shown.
27	North Miami Beach			Charter	**Sec. 2.3 Compensation.** Members of the City Commission shall receive such compensation as shall be fixed by the Commission. The compensation of members of the City Commission may be increased by the affirmative vote of five members of the Commission. The compensation shall be payable as other expenses of the City are paid. In addition to the compensation as provided herein, the Mayor shall annually be provided with an expense fund of twelve hundred dollars ($1,200.00) to meet extraordinary expenses of his office as Mayor, payable at the rate of one hundred dollars ($100.00) per month. No accounting shall be required of expenditures by the Mayor from such fund. Insurance benefits provided to members of City Commission shall only be paid for by the City during their actual term of service. After their term of service, Commissioners may be offered the opportunity to remain in the City's insurance plan(s) at their own expense. This provision shall not affect continuing City Commission benefits previously established and available to active or former members of City Commission elected for at least one (1) term of office prior to the election of May 2009. The salaries of elected officers shall not be reduced during the terms for which they were elected.
28	Opa-locka	$6,600.00	$6,600.00	Charter and Code	**Section 2.3. Mayor and commission compensation.** Compensation for the mayor and commissioners shall be set at five hundred fifty dollars ($550.00) per month. **Sec. 2-26. Compensation.** Pursuant to the provisions of section 7 of the Charter, there is hereby prescribed as the compensation to be received by the mayor the sum of five hundred fifty dollars ($550.00) per month and to be received by each member of the city commission the sum of five hundred fifty dollars ($550.00) per month as salary for their respective offices; provided, however, that no individual commissioner nor the mayor shall receive compensation from the city in excess of the amounts set forth herein for any month pursuant to the provisions of this section.
29	Palmetto Bay	$24,000.00	$12,000.00	Charter	**Section 2.6. Compensation; Reimbursement for Expenses.** Council members and the Vice-Mayor shall receive compensation in the amount of $1,000.00 per month and the Mayor shall receive compensation in the amount of $2,000.00 per month. These payments shall be increased or decreased solely by amendment of this Charter. Furthermore elected officials and authorized employees of the Village shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.
30	Pinecrest	$0.00	$0.00	Charter	**Section 2.6 Compensation; Reimbursement for Expenses.** Councilmembers (including the Mayor) shall serve without compensation but shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.

Elected Official Salaries in Miami-Dade County

(Researched as of February 8, 2024. This data has not been verified by the cities or county and has been prepared for informational purposes for the North Bay Village Charter Review Board)

	A	B	C	D	E
1	**Municipality**	**Mayor Compensation**	**Commission/Council Compensation**	**Set by Charter/Code/Resolution?**	**Text**
31	South Miami*	$14,000.00	$12,000.00	Charter and Ordinance	**SECTION 3.Compensation** The annual salaries and expense accounts of the Commission shall be prescribed by ordinance adopted prior to approval of the annual budget. Increases in salaries and expense accounts of the Commission shall take effect after the next general election. Decreases shall take effect upon approval of the budget.
32	Sunny Isles Beach^	$15,000.00	$12,000.00	Charter	**§ C-2.6. Compensation; reimbursement for expenses.** Commissioners (including the Mayor) shall receive compensation in the amount of $1,000.00 per month and the Mayor shall receive compensation in the amount of $1,250.00 per month. Compensation provided herein, shall be annually increased in accordance with the Miami-Fort Lauderdale-West Palm Beach FL Consumer Price Index in October of each year. Further, the Mayor and City Commissioners shall receive reimbursement for business expenses in accordance with applicable law, or as may be otherwise provided by ordinance.
33	Surfside	$1.00	$1.00	Charter	**Sec. 7. Salary.** Commencing with the term of office, beginning at 8:00 p.m. on the day following the General Election in 1978, the mayor and members of commission shall be paid the sum of one dollar ($1.00) per fiscal year for attendance at monthly council meetings, irrespective of the number of regular or special meetings attended within such fiscal year.
34	Sweetwater*	$195,000	$29,905.56	Charter and Ordinance/Resolution	**Section 3.04. Compensation and expense.** The city commission shall determine the annual salary and the expenses of commission members and the mayor by ordinance or resolution. The commission may provide an annual cost of living increase in such salary and expenses as a part of the budget process which will be effective at the commencement of the fiscal year as a part of the operating budget of the city.
35	Virginia Gardens^	$2,100.00	$2,100.00	Code	**Sec. 2-26. Compensation.** All members of the village council shall receive a compensation of one hundred seventy-five dollars ($175.00) per month. If any councilmember does not attend the duly called meetings, the council may, upon proper motion duly made, seconded and passed require such person to forfeit all or part of the compensation for such period as the council deems appropriate.
36	West Miami^	Max $600 ($20 per meeting not to exceed 30 meetings)	Max $600 ($20 per meeting not to exceed 30 meetings)	Charter and Code	**§ 3.04 — Compensation and expenses.** Members of the Council shall receive compensation in the amount of twenty dollars ($20.00) per meeting, on attendance, until such is changed by the Council in accordance with the provisions of this Charter. Members of Council may be excused with compensation for not more than two (2) meetings during each year of the member's term of office. Members of Council shall not receive compensation for attendance at not more than thirty (30) meetings during any fiscal year. The Council may determine the annual salary of Council members by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of the Council members elected at the next regular election, provided that such election follows the adoption of such ordinance by at least six (6) months, and such ordinance is approved by the majority of the electors who voted in such election. The Council, by resolution, may authorize a One Hundred Dollar ($100.00) per month non-accountable expense account for each councilman and the Mayor. The Council may, at a regularly called meeting and by a four-fifths (⅘) affirmative vote, approve additional expenses for Council members for travel and/or per diem expenses within the State of Florida, provided, however, such travel and per diem expenses are for the direct benefit and/or direct city business. It is not the intent hereby to permit payment of expenses and/or per diem expenses for travel for attendance at seminars, conventions, dinners, for lobbying purposes or for other such uses. Expenses for travel and/or per diem expenses shall be limited to that as is provided for within the Statutes of the State of Florida.
37					
38	*Salary amount is as described in NBV Clerk's 2024 Elected Official Salary Survey				
39	^ Salary amount differs from the NBV Clerk's 2024 Elected Official Salary Survey, likely due to exclusion of other benefits				
40	This report does not reflect additional forms of compensation, other benefits, or funding types such as car allowances, cellular phone/tablet allowances, city-issued credit cards, expense accounts (accountable or non-accountable), retirement benefits (e.g., FRS), health benefits, pension benefits, travel budgets, or discretionary funds (e.g., contingencies, elected official sponsored events, public relations).				
41	Some information is missing from this report as it was not immediately available				

Compensation of Elected Officials in Miami-Dade County

Some things have changed and much has stayed the same in the ten years since the Miami-Dade Commission on Ethics and Public Trust published its first report on the compensation of elected officials and the oversight, or lack thereof, over their spending. This report updates the earlier one, providing Miami-Dade County residents with a way to easily understand how their local leaders are paid and how that compensation compares to other local municipalities.

The county's 34 municipalities offer their mayors and council or commission members a broad variety of salary and benefits packages. At one end of the scale are communities like Indian Creek Village that consider their elected officials volunteers who are giving their time for the betterment of the community. The Indian Creek Village Mayor and Council Members are not compensated in any way for anything, according to the Village Clerk. Several other communities, including Golden Beach, Surfside and Key Biscayne pay their officials either a $1 token salary, or nothing at all. Some of those communities do pay for certain expenses their officials may incur, like travel to the Florida League of Cities meetings, but those expenses are generally quite limited.

At the other end of the scale are communities like Hialeah Gardens, where the Mayor was paid an annual salary of $115,648 and also received taxable fringe benefits of $73,000, which the City terms an expense allowance. This type of allowance is different from an expense account that would allow the Mayor to request reimbursement for any City expenses he covered out of his pocket. Expense plans of that nature, called accountable plans, must be substantiated, usually through a receipt. Instead, the type of allowance used in Hialeah Gardens is called a non-accountable plan because the Mayor is not required to account for how he spent the money, or even if he spent it at all. In fact, the IRS treats non-accountable expense allowances as taxable fringe benefits, essentially as income.

Several Miami-Dade municipalities and the county used expense allowances or other taxable fringe benefits to increase the overall compensation of their elected officials while keeping their official

salaries technically low. In some communities, the elected officials have car and cell phone allowances, for example.

As the Commission on Ethics noted in the last report, non-accountable expense allowances are objectionable for public employees. They do not provide the transparency and accountability that should exist in government because they do not require elected officials to account for how money is spent, or even if it is spent with a public purpose.

Non-accountable expense plans also allow elected officials to circumvent charter restrictions on raising their own salaries without voter approval.

These charter restrictions can also be problematic because they often leave no room for salaries to be raised to match increases in the cost of living. Miami-Dade's County Commissioners offer a stark example of this. Their $6,000 salaries haven't been raised since 1957. Given the full-time nature of their positions, Commissioners aren't earning even close to minimum wage from their salary alone. By contrast, Broward County Commissioners are paid $99,997 annually.

To give the information in this report context, the population of each municipality is included. Readers will notice that municipalities of similar size often pay very different salaries to their elected officials. In some cases, that difference is due to the different forms of government – either a strong mayor form in which the mayor is the city's chief executive, or a manager form, where a professional, chosen by vote of the mayor and commission, runs the day-to-day operations of the municipality. This report includes the salaries of city managers in those communities that do not have a strong mayor form of government. This information was included because many strong mayors are paid salaries commensurate with city managers. The exception in Miami-Dade County is Virginia Gardens, which has a strong mayor system, but pays its mayor a small, part-time salary with few fringe benefits.

Also added to this report is information about how much taxpayers spend to fund the retirement benefits of their elected officials. The county and some of the municipalities participate in the Florida Retirement System and fund the pension accounts of their elected officials according to a formula established by the legislature. Other municipalities participate in the same system, but fund their elected officials as regular employees. Still others have their own pension system or offer no retirement benefits whatsoever to elected officials.

Aventura (Pop. 37,724)

Salaries are set by the charter but the non-accountable expenses paid to the Mayor and Commissioners can be and have been raised by ordinance.

The Mayor receives an annual salary of $10,000 and each Commissioner is paid $7,500. They each also receive money from a non-accountable expense plan of more than $8,000. In fiscal year 2017, those payments totaled $8,301, up from $8,059 the year before. The increase was described as a cost of living increase last year year, though the amount was raised to $8059, from $6,059, by ordinance in 2015. The City Manager is paid a salary of $252,000.

The City has in the past covered travel expenses, but did not in 2016. None of the elected officials have city-issued purchasing cards or mobile phone or car allowances.

Since the Ethics Commission's last report, the City has standardized the amount it pays Commissioners, but it continues to use the objectionable non-accountable expense plan.

The City does not contribute anything toward a retirement fund or pension for the Mayor and Commissioners.

Bal Harbour (Pop. 3,050)

The Mayor was paid $1,800 and the Council Members were paid $1,200 in FY2017 but the Council voted to raise that to $30,000 for the Mayor and $24,000 in September 2017. The increases were set to go into effect only after the current Mayor and Council have completed their terms.

The Mayor and Council also have the option to be covered by the Village's health insurance plan. The Village does not provide any car, mobile phone or expense allowances for the Mayor and Council, nor are the elected officials issued Village credit cards. They are reimbursed for any travel they do on behalf of the Village. The Village Manager is paid a salary $222,847.

The Village does not contribute anything toward a retirement fund or pension.

Bay Harbor Islands (Pop. 5,975)

The Mayor and Town Council Members are each paid $1 per year. Their salaries are set in the Town Charter but can be changed by ordinance, with a caveat that the change will only go into effect after the

current term of the Council Members voting for it. They do not receive phone, expense or car allowances and have no credit cards.

They are reimbursed for Town-related travel. In FY2016, the Mayor and Council Members were reimbursed $12,558 in travel expenses to attend events like the annual Florida League of Cities meeting and Miami-Dade County Days in Tallahassee. The Council Members' use of Town expense accounts ranges from Councilwoman Stephanie Bruder, who was not reimbursed for anything, to Councilman Robert Yaffee, who was reimbursed for $3,280 in expenses. The Town Manager is paid a salary $172,578.90.

The Town does not contribute to any retirement account or pension fund for the Mayor or Council Members.

Biscayne Park (Pop. 3198)

Compensation for the Mayor and Village Commissioners is set by ordinance. The Mayor received an annual salary of $4,000 and each Commissioner was paid $2,000 in 2017. The Commissioners and the Mayor are also reimbursed for travel, promotional activities and memberships in organizations like the Florida League of Cities. The Village budgets $1,500 for the Commission's travel, $1,000 for promotional activities and $900 for subscriptions and memberships. The reimbursement is done after the fact, when a Commissioner or the Mayor submits a request with receipts. Last year the Commissioners and Mayor were reimbursed $1,100 for travel, $3,202 for promotional activities, $1,739 for subscriptions and memberships and $1,171 for education and training.

The Village doesn't issue credit cards to elected officials and none of the elected officials receive car or phone allowances. The Village Manager is paid a salary of $83,041.

The Village does not contribute to any retirement program for the elected officials.

Coral Gables (Pop. 50,815)

The compensation for elected officials is set by ordinance. The Mayor's annual salary was set at $38,244 in 2017; the Vice Mayor's was $33,458; the three Commissioners each received $31,076. The Mayor receives a $6,000 annual travel allowance from a non-accountable fund. The Vice Mayor and Commissioners each receive a $4,800 travel allowance.

The Mayor, Vice Mayor and Commissioners do not receive car allowances or have city-issued credit cards. They each receive a cell phone that the city pays for. Each reimburses the city $20 per month to cover their personal use of those phones.

The City Manager is paid a salary of $209,976.

The Mayor and City Commission participate in the Florida Retirement System (FRS). The City contributes 45.5% of their wages each year (36.9% for Comm. Keon because she is already collecting). The total dollar amount of the City's contribution to the FRS for FY2017 on behalf of the Mayor and Commissioners was $63,428.28.

Cutler Bay (Pop. 44,707)

The salaries of the Mayor, Vice Mayor and Council Members are set by charter, with annual cost of living increases pegged to the consumer price index. The Mayor's annual salary was $15,376.68 in 2017 while the Vice Mayor and Council Members were paid $7,688.16. They are also paid monthly travel and cell phone allowances from non-accountable funds. The Mayor receives $2,400 a year for travel and $1,800 a year as a phone allowance. The Vice Mayor and the Council Members each receive $1,200 a year for travel and $1,320 as a phone allowance.

Cutler Bay also reimburses the Mayor, Vice Mayor and Council Members for city-related activities like attending luncheons and travelling to Tallahassee during the legislative session. In FY2016, the city budgeted $5,500 for the Mayor's expenses and $4,500 for the expenses of the Vice Mayor and each of the Council Members. The Mayor spent $3,392 while the Council Members spent between $1,171 (seat three) and $2,950 (Vice Mayor).

The Town Manager is paid a salary of $197,538.

Cutler Bay participates in the Florida Retirement System. The contributions are a percentage of salary and are set by the legislature. Currently, the contribution rate for Elected Officials is 45.5%, with one exception – Council Member Coriat participates in FRS through his school employer and, as such, participates in the Town's FRS as a "regular" employee, not as an Elected Official. Accordingly, his Town contribution rate is 7.92%, not 45.5%).

Doral (Pop. 57,947)

The salaries of the Mayor and City Council Members are set by charter, with annual raises pegged to the Consumer Price Index. The Mayor made $68,365 annually in 2017, while each Council Member was

paid $16,399. They each also received a non-accountable stipend to cover expenses in the amount of $30,000 annually.

The Mayor and the Council Members also each have a budget of $15,000 for travel. Further, the Mayor and the Council share a budget of $7,800 for communications expenses, $25,000 for office supplies and $30,000 for dues and memberships.

The City does not issue credit cards to elected officials.

Since the last Commission report on compensation, the City has standardized the Council Members' compensation – each one received different amounts at the time of the prior report. The City is still using non-accountable expense allowances, however.

The City Manager is paid a salary of $206,237.

The City contributes 18 percent of each elected officials' salary to a pension fund. The non-accountable funds are not included in that calculation.

El Portal (Pop. 2,480)

The Mayor and Council Members receive what the Village terms an "allocation" of $3,000 a year, which is set by ordinance. This functions like a salary, though it is paid quarterly. They do not have car allowances or Village-issued credit cards. Each Council Member receives a cell phone allowance of $70 per month. The Mayor receives a cell phone allowance of $136.66 a month. Only one Council Member, Omar Nickerson, receives his cell phone allowance as a stipend. The other Council Members and the Mayor instead have mobile phones that are paid for by the Village.

Each Council Member has a travel budget of $500 and the Mayor has a travel budget of $1,640. They must submit expense reports and receipts to be reimbursed for city travel out of those accounts. They do not have Village-issued credit cards.

The Village Manager is paid a salary of $85,000.

The Village began contributing to the Florida Retirement System on behalf of its elected officials in October 2017, with $11,400 budgeted for that purpose.

Florida City (Pop. 12,078)

The compensation of the Mayor and City Commissioners is determined by ordinance during the budget

process. The Mayor is paid an annual salary of $176,155. He also receives an annual expense allowance of $6,510 in a non-accountable plan. His cell phone and car are provided by the city. Florida City has a strong mayor form of government.

The four Commissioners each receive a salary of $10,400. They also receive $48 a month to cover their cell phones and share a city car they are allowed to use for city business. While their salaries have not increased in many years, they also receive a generous pension for their service. Funding the pension costs Florida City tax payers $500,000 annually.

When any of them travel on City business, they are reimbursed for normal expenses.

Golden Beach (Pop. 968)

The Mayor and Council Members are paid a $1 annual salary. They receive no cell phone or car allowance and were not reimbursed for any travel expenses in 2016. The city does not contribute to any pension fund or retirement plan on their behalf. The City Manager is paid a salary of $182,973.

Hialeah (Pop. 236,387)

According to the City Charter, the salaries of the Mayor and the Members of the Council are set by ordinance during the budget process. According to budget information the City posts online, the Mayor received a salary of $150,000. There was also a line item for the Mayor's expenses for $40,000, but it was unclear if this was an accountable or non-accountable expense plan. There were separate line items for travel expenses and miscellaneous expenses.

The City has a strong mayor form of government and there is no City Manager.

It is unclear from the budget how much the Council Members are paid. The clerk's office has a line item in its budget for $291,800 for "Council Expenses." Presumably the Council Members' salaries are part of the expenses.

Hialeah Gardens (Pop. 23,837)

The compensation of the Mayor and Council Members is set by ordinance. The Mayor was paid an annual salary of $115,648 and also received an expense allowance of $73,000 from a non-accountable plan. The City Council Members were paid $12,047.40 in annual salary and received an additional

$25,615 each as an expense allowance. The City has a strong mayor form of government and there is no City Manager.

The Mayor is reimbursed for his mobile phone and two of the Council Members received a $45 monthly phone allowance that is paid with their salary payments.

The City also budgeted $10,000 for the Mayor's expenses.

None of the elected officials are issued City credit cards.

The compensation system in Hialeah Gardens has not changed significantly since the last report.

The City offers a matching contribution of up to 5% for the 401A pension plan and a 2% contribution to the 457 deferred compensation plan to all full time employees and elected officials.

Homestead (Pop. 67,996)

The salaries of elected officials are set by ordinance. The Mayor received an annual salary of $6,000 while the Council Members earned $4,800 each year. They also received, as taxable fringe benefits, car allowances and expense allowances. The Mayor's annual car allowance was $12,500 and the Council Members received $11,500. The Mayor also received $14,700 as an expense allowance and the Council Members received $13,700.

The City budgets $12,000 for the travel expenses of the Mayor and $9,000 for the Council Members. The expenses are reimbursed after travel is completed. The City also allows the Mayor $5,000 to spend on public relations while budgeting $4,000 for each of the Council Members.

Finally, the City has eight committees, each with its own $10,000 budget, except the tourism committee, which has a $15,000 budget. The Mayor, Vice Mayor and Council Members are assigned to one or two committees and have the authority to determine how the committee budget is spent.

All elected officials in Homestead have city-issued credit cards, the only significant change in Homestead since the last report, when they were not issued credit cards.

The City Manager makes a salary of $210,120.

Homestead changed its pension plan in 2002 to save money. For Fiscal Year 2018, it budgeted $297,864 to contribute to the plan that still covers retired officials who were elected before Feb. 18, 2002. It budgeted $108,151 to contribute to the plan that covers officials elected after that date.

Indian Creek Village (Pop. 91)

Indian Creek Village elected officials are not compensated in any way for anything. This is in the Village Charter. The Village Manager makes a salary of $107,936.00.

Key Biscayne (Pop. 13,019)

The Village Charter specifies that elected officials receive no salary. They don't receive car or mobile phone allowances either and do not have Village-issued credit cards or any retirement benefits. The Village Manager makes a salary of $199,335.

Medley (Pop. 1,100)

The compensation of the Mayor and Council Members is set by ordinance. The Mayor of Medley was paid an annual salary of $187,152 while the Council Members received $39,652 a year. Medley has a strong mayor form of government. The Council Members and the Mayor are also provided with cell phones under the Town's plan, at a cost of about $100 a month for each one. The Town does not pay a car allowance or any other taxable fringe benefits and the Mayor and Council Members are not issued credit cards.

The Town contributes five percent of gross salary to a 401A account for all elected officials. In addition the Town contributes to a Town of Medley General Employees' Pension Plan for employees and elected officials. The ARC is not segregated between elected officials and general employees.

Miami (Pop. 453,579)

The Mayor's salary of $97,000 is set by ordinance, with the Commissioner's salary set at 60 percent of the Mayor's salary, or currently $58,200. Miami's City Manager earns $231,402.

Four of the five Commissioners receive taxable fringe benefits amounting to $46,400 while the Commissioner for District Two is set at $52,400.

Two of the five Commissioners maintain a budget for "aids to private organizations" while three of the five budgeted for travel and two budgeted money for "communications and related purposes."

The City contributes $19,400 to a retirement account for the Mayor and $11,640 to retirement accounts for three of the Commissioners. The other two, then Commissioners Frank Carollo and Francis Suarez

(now Mayor,) opted out of the program, but the City Attorney's Office opined in late November that the City owed $36,860 to Carollo's 401A plan and a transfer was made. The City also spent $510,000 this year to fund its Elected Officer's Retirement Trust, which currently serves six current and former officials. Elected officials have to serve at least seven years in office to be eligible for retirement benefits from the Trust.

Miami Beach (Pop. 91,917)

The compensation of the elected officials is set by ordinance. The Mayor receives an annual salary of $10,171 and the Commission Members are paid $6,098. The Mayor also receives taxable fringe benefits of $30,000, while the Commission Members receive $24,000.

The elected officials can also request reimbursement for travel conducted on City business. Last year, Commissioner Rosen Gonzalez was the only one who did so; she was reimbursed for $831 in expenses.

The Commission has a $10,000 budget for catering for the Commission and executive session meetings and a $40,000 budget for events.

The City Manager makes an annual salary of $282,535.

The City funds retirement plans for each of the six Commissioners. The Mayor opted out of the pension plan.

Miami-Dade County (Pop. 2,456,378)

The salaries of the Commissioners are set by charter at $6,000 annually but they receive additional compensation as non-accountable allowances for $55,100, which includes a cash allocation, an expense allowance, a supplemental pension contribution and a car allowance. Each also receives a county cell phone.

Each Commission district is assigned a county credit card. Nine of the 13 Commissioners have the card in their own name, while four have the cards in the names of staffers. The amount of money spent on the purchasing cards varies from a high of $36,370 spent by the Commissioner for District Two to the negative balances on two Commissioners' cards at the end of FY16.

Miami-Dade's "strong Mayor" set his own salary at $150,000, significantly lower than the $235,922 that his predecessor received. The Board of County Commissioners approved the Mayor's new salary. He

did not request any expense allowances. The previous Mayor received $52,000 in executive benefits and an expense allowance, plus a $9,600 car allowance. He has a county cell phone and county car.

The County contributes to the Florida Retirement System fund for the pensions of the elected officials at rates set by the legislature. For Fiscal year 2016-17 the rate was 42.27 percent from October 1 to June 30 and on July 1 it changed to 45.50 percent. The blended rate for the year was 43.14 percent

The amount contributed for each Commissioner was $2,588.40 for a total of $33,649 for all 13 Commissioners. Their retirement benefits are calculated based on their base salary only, not their taxable fringe benefits. The amount for the Mayor was $64,710.

Miami Gardens (Pop. 113,058)

The salaries of the Mayor and Members of the City Council are set by the charter and can only be increased – though not decreased – by amendment to the charter. The Council Members receive $12,000 annually and the Mayor receives $42,000. The City does not cover their mobile phones or give them car or expense allowances. The City issues purchasing cards to each Council Member and to the Mayor and most of their travel and other allowed expenses are paid either with the card, or with an invoice from a vendor. Each Council Member and the Mayor have annual budgets of $14,400 for expenses. Of the $100,800 in the total expense fund, all but $2,117 was spent last year. The Mayor has a separate travel budget for $12,648, out of which $12,509 was spent last year.

The City Manager makes an annual salary $198,248. The City contributed $8,730 to the Florida Retirement System accounts of the Mayor and Council Members.

Miami Lakes (Pop. 30,873)

The various ways the Mayor and Council Members are compensated is set through the budget process. The Mayor received an $18,200 salary in FY2016. He also received a monthly car allowance of $600 and another $580.63 as an expense allowance. His total taxable compensation was $32,367. The Mayor was also provided with a City cell phone and a City tablet; the cellular bills of both were paid by the city.

The Council Members do not receive salaries but are paid a $500 monthly car allowance and a $580.63 monthly expense allowance, along with city-paid mobile phones and tablets.

The City does not budget for public relations for the Council, but does have a $2,000 discretionary fund and another $1,250 to be used for awards and proclamations.

The City Manager makes an annual salary of $189,800.

The City pays into a retirement fund for the Mayor, but not the Council Members. The contribution is 7.92 percent of his salary, or $1,426.

Miami Shores (Pop. 10,762)

The Mayor and City Council Members are each paid a token salary of $1.

Their expenses incurred traveling to events like the Florida League of Cities training seminars or attending the Chamber of Commerce annual dinner are reimbursed. They have a budget of $1,000 they can spend on constituent issues, but they normally do not spend it, according to the Village Manager.

The Village Manager receives a compensation package of salary and fringe benefits totaling $173,576.

The Village does not contribute to retirement plans for elected officials.

Miami Springs (Pop. 14,431)

The salaries of the Mayor and City Council Members are set by charter. The Mayor's annual salary was $6,000 while the Council Members received $5,000.

The City pays the cell phone bills for the Mayor and Council Members. They have no travel or expense allowance or any other taxable fringe benefit. They are issued City credit cards, but the clerk maintains those cards, giving them to the Council Members only when travel is anticipated.

They share a budget line item titled "promotions and donations" with $120,860 budgeted for FY2018.

The City Manager makes an annual salary $145,200. The elected officials receive no retirement benefits.

North Bay Village (Pop. 8,262)

The salaries of the Mayor and Village Commissioners are set by charter. The Mayor was paid an annual salary of $7,800 while Commissioners received $6,300.

The Commissioners and Mayor do not receive car allowances. They are issued a Village cell phone, with the $52.51 monthly bill paid by the city. In Fiscal Year 2016, they each had a budget of $4,000 for

travel expenses, which was paid out only after they submitted receipts for reimbursable expenses. Expenditures ranged from the $4,000 spent by Vice Mayor Gonzalez to $220 spent by Commissioner Chervony.

For fiscal year 2017, the budget amount for the Mayor remained at $4,000, but the budgeted amount for each Commissioner was reduced to $3,000.

The City Manager makes an annual salary of $96,000. The City does not contribute to any retirement plan for its elected officials, or for the manager.

North Miami (Pop. 62,139)

The compensation for the Mayor, Council Members and the elected Clerk is set by ordinance.

The Mayor made a base salary of $59,880 and received taxable fringe benefits of $17,640 that are classified as an expense allowance, an auto allowance and a cell phone allowance from non-accountable funds. Additionally, the Mayor has a $10,000 budget to cover travel.

The Council Members were paid a salary of $47,910 and received $17,400 in taxable fringe benefits to cover expenses, car and mobile phone. Additionally, each Council Member had a $5,000 travel budget and a $7,000 discretionary fund.

The Mayor and Council also share a budget of $5,500 for keys to the city, black velvet boxes to contain the keys, plagues, certificates, cakes and other items. They are each issued City credit cards

The Clerk, an elected position in North Miami, received an annual salary of $47,910 and $16,200 in taxable fringe benefits. The Clerk had a travel budget for himself and his staff of $13,500. The Clerk is not issued a City credit card, though he travels using a card issued to one of his deputy clerks.

North Miami reformed its use of non-accountable expense allowances back in 2007, in response to an inquiry from the Ethics Commission. At the time the Mayor made a salary of only $4,200 per year and the Council Members were paid just $3,600 annually. When the City decided to take away their taxable expense allowances, their salaries were raised to make up the difference. Those salaries have remained in place – with $12,000 a year raises handed out this year. At the same time, at some point between 2007 and last year, the City Council added back the expense allowances. This has amounted to a significant increase in the total compensation package for the City's elected officials. The Mayor and the Council Members have each received what amounts to a 284 percent raise.

The City Manager makes an annual $240,000.

The City participates in the Florida Retirement System, budgeting $115,076 to cover the contributions for the Mayor and Council, according to the formula established by the legislature.

North Miami Beach (Pop. 43,891)

The compensation of elected officials is set via ordinance. The Mayor was paid an annual salary of $3,600 and received taxable fringe benefits of $28,799. The Commissioners drew an annual $3,000 salary and received taxable fringe benefits of $23,999.

The City also budgeted $3,000 per Commissioner for travel, and the Commissioners shared $30,581 budget for supplies and memberships. Each Commissioner also had a budget of $21,286 in what the City calls a contingency account that can be spent at the Commissioner's discretion.

The Mayor and all of the Commissioners are issued City credit cards.

The amount that North Miami Beach's elected officials receive in compensation has been raised significantly since the last report, when the Mayor and six Council Members made the same salary, but only received $13,720 in non-accountable allowances.

Additionally, at the time of the prior report, the City did not issue credit cards to its elected officials, or provide them with a contingency account, which is comparable to a public relations budget in that it allows Commissioners to spend money on events and issues within their districts.

The City Manager makes an annual salary of $206,000.

The City contributes three percent of the Mayor's and Commissioners' salaries to their retirement accounts with the Florida Retirement System.

Opa-Locka (Pop. 16,457)

The City budget shows that, due to the current financial emergency and state oversight, the City has reduced the compensation of the Mayor, Vice Mayor and City Commissioners. The expense allowances of $2,400 each for the Mayor, Vice Mayor and City Commissioners were eliminated this year, as were the Mayor's $5,000 travel allowance and the Vice Mayor's and Commissioners' $4,000 travel allowances.

The Mayor's and Vice Mayor's total compensation, including retirement and health insurance, was $32,341 each. The Commissioners' total compensation was $15,521 each. Of that total compensation,

only $6,600 is paid to each Commissioner, the Vice Mayor and the Mayor as salary, according to the city's website. The elected City officials have also lost the use of a City car, gas cards and credit cards as a result of the emergency.

The City Manager's salary was $112,500.

Palmetto Bay (Pop. 24,570)

The salaries of the Council Members and Mayor are set by charter and can only be changed if the Village Charter is amended. The Council Members received $12,000 annually and the Mayor was paid $24,000. The Village, however, also pays taxable fringe benefits to cover a cell phone allowance, text allowance and health allowance. These benefits are different for each Member of the Council and the Mayor – some do not take all of the allowances and those who do take the health allowance receive individual amounts ranging from $3,562 to $9,503 annually.

The City also budgeted $8,000 last year for "community contributions" and $4,000 to cover the travel of the Council and Mayor.

The City Manager receives annual compensation of $190,996, including a $550 monthly car allowance. The City budgeted $7,925 to contribute to the retirement plans of the Mayor and Council Members.

Pinecrest (Pop. 19,444)

The Village Charter prohibits any compensation for elected officials and they receive no allowance for cars or cell phones. They are reimbursed for travel related to their official duties out of an account budgeted at $20,000. In FY 2016, approximately $14,000 was spent, with total reimbursements ranging from $120 to Council Member Doug Kraft to $7,226 to Council Member James E. McDonald. They are not issued credit cards and receive no retirement benefits.

The Village Manager makes an annual salary $201,650.

South Miami (Pop. 12,207)

The compensation of the Mayor, Vice Mayor and City Commissioners is set by ordinance and has not been updated since 2004, when the Commission passed an ordinance setting the Mayor's annual salary at $14,000 and the salary of the Vice Mayor and the Commissioners at $12,000 a year. In addition to

their salaries, the city's elected officials received taxable fringe benefits in the form of mobile phone allowance of $1,150 for the Mayor and $962.40 for the Vice Mayor and the City Commissioners. The Mayor also received a $500 car allowance. They are not issued City credit cards.

Any expenses for city-related travel are reimbursed up to $1,200 a year. The Commissioners each also had $1,500 each in a discretionary fund – the Mayor's was $2,000 – which can be used for any purpose related to the city, similar to some other cities' public relations budget line items.

The City Manager makes an annual salary $200,006.

The City does not fund any retirement program for elected officials.

Sunny Isles Beach (Pop. 22,086)

The salaries of elected officials are set by charter and are $12,000 annually for the Commissioners and $15,000 for the Mayor.

Commissioners and the Mayor also receive an expense stipend of $6,000 annually in a non-accountable plan. They are also reimbursed for their travel expenses when they travel on City business.

They do not have a public relations budget as such; in Sunny Isles Beach, those expenditures by Commissioners out in the community are dubbed "contributions." The Commission has a $50,000 budget for contributions in the community.

The City Manager makes an annual salary of $232,551.

The City contributed $7,874 toward retirement benefits for the Mayor and Council.

Surfside (Pop. 5,811)

The Town Charter sets the salary of the Mayor and Town Commissioners at $1. They are provided with mobile phones, which cost the Town $6,000 a year for all of them. They do not have public relations accounts, expense accounts or travel allowances, though some expenses are reimbursed, with the approval of the manager. They do not have Town-issued credit cards and the Town does not contribute toward any pension or retirement account for them.

Surfside is one of the few municipalities to heed the Commission's advice in the previous report and do away with non-accountable expense allowances. At the time of the prior report, the Town offered the

Mayor and each Commissioner $500 a month, though only one Commissioner was actually receiving it. The Town no longer offers it.

The City Manager makes an annual salary of $155,000.

The Town does not offer retirement benefits to the Commissioners or Mayor.

Sweetwater (Pop. 10,755)

The compensation of the Mayor and City Commissioners is set by ordinance during the budget process. City Commissioners receive an annual salary of $12,017 while the Mayor's salary is $95,000. Additionally, the Mayor and Commissioners receive $5,000 a year for expenses and the Commissioners each receive $7,171 as a car allowance. Both are taxable fringe benefits.

The Mayor has a City-issued credit card. The Commissioners do not.

Sweetwater has a strong mayor form of government.

The City budgeted $179,663 to contribute to the Mayor's pension and $104,215 to contribute to one Commissioner's pension.

Virginia Gardens (Pop. 2,472)

The salaries of the Mayor and Council Members are set by ordinance during the budget process. The Mayor received a salary of $12,240 and the Council Members received $5,100 last year. The Village pays the Mayor's cell phone bill, but not the bills of the Council Members and none of them receive a car or expense allowance. The Mayor has a $4,000 budget to travel to represent the Village and has a Village-issued credit card. The Village administration makes the hotel arrangements when Council Members have to travel on Village business and the Village pays them a per diem of $60 to cover their meals. They do not have Village-issued credit cards.

Virginia Gardens is one of the few Miami-Dade municipalities to heed the Commission's advice in the last report. When that report was done, the Village gave the Mayor a non-accountable expense account in the sum of $3,150. The Village no longer uses non-accountable plans.

Virginia Gardens has a strong Mayor and no Manager.

The Village does not contribute to any retirement plans for the elected officials.

West Miami (Pop. 7,459)

The compensation of elected officials is set by the City Charter but can be raised by ordinance. The Mayor and Commissioners were paid $20 per meeting they attend. They each also received $1,200 annually in non-accountable expense allowances. The City also provides them with cell phones. They were not given car allowances.

The City budgets $2,400 per year to cover the city-related expenses of the Mayor and $2,000 for each Commissioner. There is no public relations budget for the Commission and none of the city's elected officials is issued a City credit card.

The City Manager receives an annual salary of $130,924. The elected officials receive no retirement benefits.

Report prepared by Investigator Susannah Nesmith

WEISS SEROTA
HELFMAN COLE + BIERMAN

MEMORANDUM

To: North Bay Village Charter Review Board

From: Haydee Sera, Village Attorney

Date: February 5, 2024

RE: Section 3.02 (A)-(D)

At the last Charter Review Board meeting there was discussion on Section 3.02(A-D) of the Village Charter.

My partner Jeff DeCarlo, who is the Chair of my Firm's Municipal Finance and Bonds Practice Group, will be online at this evening's Board meeting for follow-up discussion on this provision of the Charter. He will also be available at a future Board meeting for additional discussion, if needed.

In advance of our next meeting, we are providing you with some information for your consideration.

Attached please find excerpts from the Village of Key Biscayne and Town of Cutler Bay's Charters. These provisions relate to the respective municipality's borrowing capabilities. The Miami-Dade County Property Appraiser's 2023 Estimated Taxable Values by Taxing Authority (attached) is pertinent to the Charters for the Town of Cutler Bay and Village of Key Biscayne, which consider this information in setting their borrowing limits.

By way of example, North Bay Village's total assessed value for all real property in 2023, as certified by the Miami-Dade County Property Appraiser was $1,450,000,000. 1% of this value would be $14,500,000. 3% of this value would be $43,500,000.

In addition, attached is the text of Section 35.22 of the North Bay Village Code of Ordinances. As you will see, Section 35.22(B) provides that the Village shall maintain within the General Fund of the Village, a reserved fund balance equal to 20% of the current fiscal year general fund.

Attachments:

1. Section 3.02 of the North Bay Village Charter
2. Section 35.22 of the North Bay Village Code of Ordinances
3. Section 4.10 of the Village of Key Biscayne Charter
4. Section 4.11 of the Town of Cutler Bay Charter
5. Miami-Dade County Property Appraiser's 2023 Estimated Taxable Values

§ 3.02 Limitations of powers of the Commission.

All powers of the Village and the determination of all matters of policy shall be vested in the Commission with the following limitations:

A. *Acquisition of real property.* The Commission may acquire property within or without the corporate limits of the Village for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, or lease provided such amount of expenditure for real property shall not exceed twenty percent (20%) of the current total operating budget of the Village.

B. *Capital improvement projects.* The Commission may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the Village, provided that the amount of total expenditures for all such projects shall not exceed twenty percent (20%) of the current total operating budget of the Village in any one fiscal year.

C. *Excess of 20 percent of current total operating budget.* In the event that the proposed purchase(s) of property and/or total expenditure(s) do exceed twenty percent (20%) of the current total operating budget of the Village in any fiscal year, then a referendum will be held of the qualified electors of the Village and it shall require a majority of those voting in such election to authorize such projects.

Any funds specifically designated for the particular project, which are received from the Federal Government, State, County or from any source, other than municipal taxation, will not be included in calculating the project cost for the purposes of Section 3.02.

D. *Waiver of referendum.* This referendum requirement may be waived, however, if the Commission by four (4) affirmative votes, finds and declares that an emergency exists, and that there is a threat to the health, welfare and safety of the citizens of the Village.

E. *Sale and lease of real property.* The Commission shall not undertake to sell, mortgage, assign or otherwise dispose of or alienate the title to any real property owned by the Village without first having secured the approval of the qualified electors of the Village, through a majority vote of the qualified electors participating in a regular or special election for such purpose. Such referendum shall state, generally and in substance, the terms and conditions of the proposed sale, mortgage, assignment or other disposition or alienation of title.

Except where referendum is otherwise required by Miami-Dade County law, the Commission may lease any real property owned by the Village to any other individual, group, business, corporation or other entity for a period not to exceed one (1) year and may renew the lease each year thereafter that it so desires. Leases for a period longer than one (1) year require approval in a referendum by the qualified electors of the Village. However, nothing contained herein shall preclude the Village, without referendum, from leasing Village real property to a governmental agency for governmental use for a period not to exceed ten (10) years; and except as prohibited by the Constitution, Miami-Dade County Charter or statutes of this state or restricted in this Charter.

F. *Sale of personal property.* Personal property of the Village may be sold by auction or by sealed bid after it has been properly advertised in a newspaper of general circulation. Such sale must be held no sooner than fifteen (15) days after publication of the notice. The notice shall describe the contents of sale and the location where the merchandise may be inspected prior to sale.

G. *Appointments or removal of Village personnel prohibited.* Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any Village employee (other than the Village Manager, the Village Clerk and the Village Attorney, as provided herein), or any

person who is duly appointed by the Village Manager, in accordance with Section 4.01(G)(2) of this Charter; except that the Village Manager shall submit appointments of all department heads to the Commission for approval.

H. *Village Attorney.* The Commission shall appoint or remove the Village Attorney by at least three (3) affirmative votes. The Village Attorney shall have been licensed to and have been a practicing attorney in the State of Florida for not less than five (5) years, with not less than three (3) of those years in the practice of law for municipal, county or state governments. The duties and responsibilities of the Village Attorney shall be those as provided in this Charter.

I. *Auditor.* The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years.

J. *Other Commissioner remunerative position.* No Commissioner shall be appointed to any other remunerative position with the Village during his term of office and for a term of two (2) years thereafter.

K. *Nepotism.* No person related up to the second degree of consanguinity or affinity to a Commissioner shall be eligible to hold a remunerative position with the Village. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.

L. *Conflict of interest.* The Mayor and any Village Commissioner shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code Section 2-11.1.

M. *Reimbursement of Commissioner's legal fees.* In the event that a civil action shall be instituted wherein it is sought to impose personal liability upon any Commission member of the Village for any act or acts of such Commissioner, and if such Commissioner seeks legal defense of such action through the use of public funds, it shall first require a majority of all other Commissioners to ascertain that such acts complained of by the plaintiff were indeed connected with the Commissioner's proper conduct of the affairs or business of the Village. If so established, the other Commissioners shall then determine, specify and allocate a reasonable expenditure from Village funds for this legal defense - selection of counsel to be approved by the Village Attorney.

N. *Utility franchises.* The Commission may grant public utility franchises and regulate the exercise thereof; provided, however, that no franchise or extension thereof shall hereafter be granted or extended unless such franchise or extension shall be approved after a public hearing thereon. At least fourteen (14) days preceding the public hearing at which any franchise or extension thereof is to be adopted, notice thereof shall be published in a newspaper of general circulation in the Village. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. A copy of such proposed franchise shall be available for inspection by any interested person at the office of the Village Clerk at least fourteen (14) days preceding such public hearing. The cost of such advertising and of the public hearing shall be borne by the utility involved. For renewing franchises, each public utility shall notify the Village of its intent six (6) months before the expiration of its franchise. The Commission shall be empowered to grant a temporary extension of an existing franchise not to exceed three (3) months without a public hearing.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.02 was titled Qualifications and no history of amendments.)

§ 35.22 Creation of Fund Balance/Retained Earnings Reserves.

A. *Definitions.* The following terms used in this section shall be used in conformance with the definitions contained in GASB Statement #54:

1. Nonspendable fund balance;
2. Restricted fund balance;
3. Committed fund balance;
4. Assigned fund balance;
5. Unassigned fund balance.

B. *General Fund Reserve.* The Village shall maintain within the General Fund of the Village, a reserved fund balance equal to 20 percent of the current fiscal year general fund. For the purposes of this calculation, the current fiscal year budget shall be the budget as originally adopted by September of the applicable fiscal year. This reserved fund balance shall be classified as assigned, for the specific purposes as delineated in subsection D of § 35.22 of the Code.

C. *Enterprise Funds Reserves.* The Village shall maintain within each of the enterprise funds now, or hereafter created by the Commission, a restricted net assets equal to 20 percent of the current water, sewer, sanitation and storm water fiscal year budget for that fund. For the purposes of this calculation, the fiscal year budget shall be the total water, sewer, sanitation and storm water budget for these four utilities or segments as originally adopted by September of the current fiscal year. These restricted net assets shall be in addition to all other designations including but not limited to amounts reserved in current liabilities. Any utilization of the restricted net assets shall be pursuant to subsection D of § 35.22.

D. *Use of fund balance/net assets.* The assigned fund balance in the General Fund and the restricted net assets in any enterprise fund may be utilized, and therefore the fund balance of 20 percent of the annual budget may be decreased, for the following purposes:

(1) Non-emergency uses limited to unanticipated capital improvements and infrastructure needs and unforeseen contingent liabilities.

(2) Emergency uses including unscheduled natural disasters/emergencies, acts of God or war, and for the emergency health, safety and welfare needs of the Village.

E. *Utilization of assigned fund balance and restricted net assets.* Funds and assets reserved pursuant to this section may be used only in accordance with the following requirements:

(1) Expenditures for non-emergency uses shall not exceed 50 percent of the balance.

(2) Any expenditure from the assigned fund balance or restricted net assets shall require approval by the Village Commission by a super-majority vote of those present prior to expenditure of the funds.

F. *Replenishment of balances.* In any fiscal year when the Village is unable to maintain the 20 percent balances required by this section, the Village in the subsequent fiscal years shall not be entitled to appropriate any portion of the remaining assigned fund balance or restricted net assets until the denoted reserves again reach 20 percent.

If, at the end of any fiscal year, the actual amounts required by this section fall below the required levels as established in this section, the Village Manager shall prepare and submit a plan for expenditure or expense reductions and/or revenue increases to the Village Commission in order to replenish the required 20 percent

balance. As a part of the annual budget review, the Village Commission shall review and amend the plan submitted by the Village Manager for restoring the balance(s) to the required levels. Any deficit in the required amount must be restored no later than the end of the second fiscal year following its occurrence.

(Ord. No. 02-25, § 1, 10-8-02; Ord. No. 2012-05, § 2, 7-25-12)

Section 4.10. Borrowing.

(a) *Debt Approval.* The Village shall incur no Debt unless the incurrence of such Debt is approved by at least five (5) Council Members.

(b) *Limits.* The total Debt of the Village, including amounts authorized but still not drawn down under existing loan agreements and other contractual arrangements with banks and other financial institutions, underwriters, brokers and/or intermediaries, shall not exceed the greater of:

i. one percent (1%) of the total assessed value of all property within the Village, as certified by the Miami-Dade County Property Appraiser for the current fiscal year; or

ii. that amount which would cause annual Debt Service to equal fifteen percent (15%) of General Fund expenditures for the previous fiscal year.

(c) *Definitions.* As used in this Section 4.10 the following terms shall have the meanings ascribed to them in this subsection.

i. "Debt" means any obligation of the Village to repay borrowed money however evidenced since the date of its incorporation regardless of tenor or term for which it was originally contracted or subsequently converted through refinancing or novation, except (A) any obligation required to be repaid in less than a year and which was incurred solely for emergency relief of natural disasters, or (B) that portion of any obligation for operations which are financed and operated in an independent, self-liquidating manner and recovered entirely through currently collected user fees and charges.

ii. "Debt Service" shall include, without limitation thereto, scheduled interest payments, repayments of principal and all financial fees arising from Debt or from the underlying contractual obligations, whether as originally incurred or subsequently deferred or otherwise renegotiated.

iii. "General Fund" shall mean any and all revenues of the Village, from whatever source derived, except those revenues derived from special assessments, user fees and charges and designated as a separate fund to finance goods and services to the public.

(Ord. No. 92-18, § 1, 8-11-92/11-3-92; Res. No. 97-15, 4-1-97/6-10-97; Res. No. 2001-8, 9-19-01/12-4-01)

Section 4.11. Borrowing.

(A) *Debt Approval.* The town shall incur no debt unless the incurrence of such debt is approved by a majority of the council.

(B) *Limits.* The total debt of the town, including amounts authorized but still not drawn down under existing loan agreements and other contractual arrangements with banks and other financial institutions, underwriters, brokers and/or intermediaries, shall not exceed the greater of:

i. Three percent (3%) of the total assessed value of all property within the town, as certified by the Miami-Dade County Property Appraiser for the current fiscal year; or

ii. That amount which would cause annual debt service to equal fifteen percent (15%) of general fund expenditures for the previous fiscal year.

(C) *Definitions.* As used in this section 4.11 the following terms shall have the meanings ascribed to them in this subsection.

i. "Debt" means any obligation of the town to repay borrowed money however evidenced since the date of its incorporation regardless of tenor or term for which it was originally contracted or subsequently converted through refinancing or novation, except (a) any obligation required to be repaid in less than a year and which was incurred solely for emergency relief of natural disasters, or (b) that portion of any obligation for operations which are financed and operated in an independent, self-liquidating manner and recovered entirely through currently collected user fees and charges.

ii. "Debt Service" shall include, without limitation thereto, scheduled interest payments, repayments of principal and all financial fees arising from debt or from the underlying contractual obligations, whether as originally incurred or subsequently deferred or otherwise renegotiated.

iii. "General Fund" shall mean any and all revenues of the town, from whatever source derived, except those revenues derived from special assessments, user fees and charges and designated as a separate fund to finance goods and services to the public.

MIAMI-DADE COUNTY

PROPERTY APPRAISER

2023 Estimated Taxable Values by Taxing Authority

JUNE 1, 2023

TAXING AUTHORITY	2022 PRELIMINARY TAXABLE VALUE	2023 ESTIMATED TAXABLE VALUE BEFORE NEW CONSTRUCTION	PERCENT CHANGE	NEW CONSTRUCTION	2023 JUNE 1ST ESTIMATE	PERCENT CHANGE FROM 2022	NET VALUE CHANGE
01 MIAMI	73,749,481,211	82,824,000,000	12.3%	1,376,000,000	84,200,000,000	14.2%	10,450,000,000
0101 MIAMI (DDA)	24,602,533,803	27,434,000,000	11.5%	166,000,000	27,600,000,000	12.2%	2,997,000,000
02 MIAMI BEACH	46,544,694,070	51,180,000,000	10.0%	220,000,000	51,400,000,000	10.4%	4,855,000,000
0201 MB NORMANDY SHORES	305,472,912	388,000,000	27.0%	1,000,000	389,000,000	27.3%	83,000,000
03 CORAL GABLES	20,101,009,587	22,077,000,000	9.8%	423,000,000	22,500,000,000	11.9%	2,398,000,000
04 HIALEAH	15,369,871,099	17,216,000,000	12.0%	284,000,000	17,500,000,000	13.9%	2,130,000,000
05 MIAMI SPRINGS	1,449,806,131	1,593,000,000	9.9%	4,000,000	1,597,000,000	10.2%	147,000,000
06 NORTH MIAMI	4,605,444,600	5,140,000,000	11.6%	60,000,000	5,200,000,000	12.9%	594,000,000
07 NORTH MIAMI BEACH	4,113,425,952	4,740,000,000	15.2%	0	4,740,000,000	15.2%	626,000,000
08 OPA-LOCKA	1,551,388,190	1,689,000,000	8.9%	11,000,000	1,700,000,000	9.6%	148,000,000
09 SOUTH MIAMI	2,362,980,956	2,579,000,000	9.1%	21,000,000	2,600,000,000	10.0%	237,000,000
10 HOMESTEAD	4,360,611,776	4,831,000,000	10.8%	189,000,000	5,020,000,000	15.1%	659,000,000
11 MIAMI SHORES	1,535,464,298	1,746,000,000	13.7%	4,000,000	1,750,000,000	14.0%	214,000,000
12 BAL HARBOUR	5,774,201,876	6,193,000,000	7.3%	7,000,000	6,200,000,000	7.4%	425,000,000
13 BAY HARBOR ISLANDS	1,632,803,218	1,894,000,000	16.0%	6,000,000	1,900,000,000	16.4%	267,000,000
14 SURFSIDE	3,651,048,630	3,997,000,000	9.5%	3,000,000	4,000,000,000	9.6%	348,000,000
15 WEST MIAMI	828,793,856	875,000,000	5.6%	1,000,000	876,000,000	5.7%	47,000,000
16 FLORIDA CITY	925,481,705	1,009,000,000	9.0%	101,000,000	1,110,000,000	19.9%	184,000,000
17 BISCAYNE PARK	309,707,689	367,000,000	18.5%	1,000,000	368,000,000	18.8%	58,000,000
18 EL PORTAL	226,240,502	266,300,000	17.7%	700,000	267,000,000	18.0%	40,000,000
19 GOLDEN BEACH	1,438,422,337	1,615,000,000	12.3%	25,000,000	1,640,000,000	14.0%	201,000,000
20 PINECREST	6,066,710,208	6,673,000,000	10.0%	127,000,000	6,800,000,000	12.1%	733,000,000
21 INDIAN CREEK	831,971,445	884,700,000	6.3%	-700,000	884,000,000	6.3%	52,000,000
22 MEDLEY	3,205,242,164	4,810,000,000	50.1%	390,000,000	5,200,000,000	62.2%	1,994,000,000
23 N. BAY VILLAGE	1,311,100,447	1,449,800,000	10.6%	200,000	1,450,000,000	10.6%	138,000,000
24 KEY BISCAYNE	9,096,495,184	9,891,000,000	8.7%	9,000,000	9,900,000,000	8.8%	803,000,000
25 SWEETWATER	3,307,159,031	3,681,000,000	11.3%	19,000,000	3,700,000,000	11.9%	392,000,000
26 VIRGINIA GARDENS	372,489,301	366,917,000	-1.5%	83,000	367,000,000	-1.5%	-5,489,300
27 HIALEAH GARDENS	1,768,783,577	1,987,000,000	12.3%	53,000,000	2,040,000,000	15.3%	271,000,000
28 AVENTURA	11,368,391,539	12,387,000,000	9.0%	13,000,000	12,400,000,000	9.1%	1,031,000,000
30 UNINCORPORATED	101,823,792,808	110,311,000,000	8.3%	1,689,000,000	112,000,000,000	10.0%	10,176,000,000
31 SUNNY ISLES BEACH	13,781,795,040	15,244,000,000	10.6%	656,000,000	15,900,000,000	15.4%	2,118,000,000
32 MIAMI LAKES	4,131,041,213	4,489,000,000	8.7%	11,000,000	4,500,000,000	8.9%	368,000,000
33 PALMETTO BAY	3,714,374,050	4,064,000,000	9.4%	56,000,000	4,120,000,000	10.9%	405,000,000
34 MIAMI GARDENS	6,868,956,173	7,652,000,000	11.4%	148,000,000	7,800,000,000	13.6%	931,000,000
35 DORAL	16,609,380,949	18,048,000,000	8.7%	252,000,000	18,300,000,000	10.2%	1,690,000,000
36 CUTLER BAY	3,261,804,057	3,573,000,000	9.5%	27,000,000	3,600,000,000	10.4%	338,000,000
COUNTY-WIDE	**377,897,396,044**	**418,311,000,000**	**10.7%**	**5,889,000,000**	**424,200,000,000**	**12.3%**	**46,302,000,000**
FIRE AND RESCUE	213,164,959,610	235,124,000,000	10.3%	3,576,000,000	238,700,000,000	12.0%	25,535,000,000
LIBRARY	338,627,116,797	374,257,000,000	10.5%	5,343,000,000	379,600,000,000	12.1%	40,972,000,000
SCHOOL BOARD	428,837,004,339	498,207,000,000	16.2%	5,893,000,000	504,100,000,000	17.6%	75,262,000,000
S FL WATER MNGT DIST	379,933,131,965	420,307,000,000	10.6%	5,893,000,000	426,200,000,000	12.2%	46,266,000,000
FL INLAND NAV DIST	379,933,131,965	420,307,000,000	10.6%	5,893,000,000	426,200,000,000	12.2%	46,266,000,000
THE CHILDREN'S TRUST	379,933,131,965	420,307,000,000	10.6%	5,893,000,000	426,200,000,000	12.2%	46,266,000,000

2023 WL 7319553

NOTICE: THIS OPINION HAS NOT BEEN RELEASED FOR PUBLICATION IN THE PERMANENT LAW REPORTS. UNTIL RELEASED, IT IS SUBJECT TO REVISION OR WITHDRAWAL.

District Court of Appeal of Florida, Third District.

CITY OF MIAMI, et al., Appellants,
v.
Miguel Angel GABELA, et al., Appellees.

No. 3D23-1776
|
Opinion Filed November 7, 2023

Synopsis

Background: Candidate for district city commission seat brought action against city, seeking injunctive relief enjoining enforcement of city's new district map and declarative relief determining candidate's eligibility under residency qualification requirements to run in particular district, and city counterclaimed for declaratory and injunctive relief. The Circuit Court, 11th Judicial Circuit, Miami-Dade County, Pedro P. Echarte, Jr., J., determined that candidate met qualification requirements and was eligible for election as commissioner in that district. City appealed.

[Holding:] The District Court of Appeal, Bokor, J., held that residency requirements of city charter did not require residency within district for at least one continuous year or for year immediately preceding qualification.

Affirmed.

Procedural Posture(s): On Appeal; Motion for Declaratory Judgment.

West Headnotes (10)

[1] **Declaratory Judgment** Scope and extent of review in general

An order in a declaratory judgment action is generally accorded a presumption of correctness on appellate review; however, to the extent that the decision rests on a question of law, the order is subject to full, or de novo, review on appeal.

[2] **Municipal Corporations** Applicability of statutory construction rules

Municipal ordinances are subject to the same rules of construction as are state statutes.

[3] **Municipal Corporations** Construction and Operation
Municipal Corporations Plain, ordinary, or common meaning
Statutes Plain Language; Plain, Ordinary, or Common Meaning

In construing a statute or municipal ordinance, courts must give to the statute or ordinance the plain and ordinary meaning of the words employed by the legislative body, and courts generally may not insert words or phrases in municipal ordinances in order to express intentions which do not appear, unless it is clear that the omission was inadvertent.

[4] **Municipal Corporations** Ambiguity

If the plain language of a municipal ordinance is unambiguous, courts are required to apply its plain meaning and are without power to construe it in a way which would modify, limit, or extend those express terms.

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[5] **Statutes**🔑Purpose and intent; unambiguously expressed intent

Where a statute is clear and unambiguous, courts will not look behind the statute's plain language for legislative intent.

[6] **Statutes**🔑Unintended or unreasonable results; absurdity

Courts should not resort to the absurdity doctrine when construing a statute merely because of disagreements with the result of legislation.

[7] **Municipal Corporations**🔑Construction of charters and statutory provisions
Municipal Corporations🔑Plain, ordinary, or common meaning

Where the language of a city charter provision or municipal ordinance is clear and unambiguous, courts do not look beyond the plain language or employ canons of construction to determine legislative intent; courts apply the law as written.

[8] **Municipal Corporations**🔑Construction of charters and statutory provisions

In construing a city charter, a court will not, and cannot, fix holes or write in requirements that are not contained in the plain language of the charter.

[9] **Municipal Corporations**🔑Eligibility

City charter provision requiring that candidate for district city commission seat "shall have resided within the district at least one year before qualifying" for election did not require residency within district for at least one continuous year or for year immediately preceding qualification, and thus candidate who resided within particular district for over 20 years but not for one continuous year before election was eligible to run in that district; city could have included word "continuous" in residency requirements but did not do so, so plain language of requirements did not require continuous residency, and city's use of future perfect tense "shall have resided" expressed action that could be completed at any time before certain fixed future point in time.

[10] **Statutes**🔑Language

The preeminent canon of statutory interpretation requires courts to presume that the legislature says in a statute what it means and means in a statute what it says there.

An Appeal from the Circuit Court for Miami-Dade County, Pedro P. Echarte, Jr., Judge. Lower Tribunal No. 23-20926.

Attorneys and Law Firms

Victoria Méndez, City Attorney and Kerri L. McNulty, Litigation & Appeals Division Chief, and Eric J. Eves, Assistant City Attorney, for appellants.

Law Firm of Juan-Carlos Planas, P.A., and Juan-Carlos Planas, for appellee Miguel Angel Gabela.

Before LINDSEY, HENDON and BOKOR, JJ.

Opinion

PER CURIAM.

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***1** The final judgment of the trial court is affirmed, with a written opinion to follow.

Affirmed.

BOKOR, J.

The City of Miami appeals a declaratory final judgment interpreting its charter's residency qualification for city commission candidates. Specifically, the City appeals the trial court's interpretation of the residency requirement. In interpreting the city charter, the trial court found city commission district one candidate Miguel Gabela qualified as a candidate for the city commission election on November 21, 2023. The City contends that the trial court erred in interpreting the charter and finding Gabela qualified. The City argues that the plain language of the charter and related city code provisions require a year of continuous residency within a district immediately prior to qualifying, which Gabela fails to meet. We agree with the City that the plain language of the relevant charter provision controls. However, in reviewing the plain language, we agree with the trial court's analysis and the resulting determination finding Gabela qualified to seek office as city commissioner for district one.

BACKGROUND

Gabela, for the second consecutive election, seeks office as a commissioner for district one in the City of Miami. Gabela resided at 1701 NW South River Drive—located near the edge of district one—since 2000.[1] Gabela resided at the same address during his unsuccessful candidacy for the district one city commissioner seat in 2019, and it was his residence when he sought the district one seat again this year. Under the former district maps, adopted March 24, 2022, Gabela's residence remained within district one. On June 29, 2023—less than five months before the city commission election, and in response to a federal lawsuit alleging that the districts had been unconstitutionally racially gerrymandered—the current commissioners adopted a resolution approving a new electoral map which moved the district one boundary to place Gabela's property out of that district and into district three.[2]

***2** [1]Gabela promptly moved for declaratory and injunctive relief seeking to enjoin enforcement of the new district map and determine his eligibility to run in district one. Shortly thereafter, he also moved to a new residence within the new boundaries of district one. The City counterclaimed for declaratory and injunctive relief, and after a hearing, the trial court declared that the city charter's residency requirement mandated that a candidate "shall have resided" within the district for one year at any time prior to qualification, with no requirement of continuous residency up to the date of qualification. Because Gabela resided within the district for well over a year prior to qualifying for the election, he met the qualification requirements and remained eligible for election as district one commissioner. This appeal followed.[3]

ANALYSIS

The relevant provision of the City of Miami Charter, section 4(c), provides that "candidates for the city commission shall have resided within the district at least one (1) year before qualifying and be electors in that district, and shall maintain residence in that district for the duration of their term of office." Likewise, section 16-6(b)(3) of the City of Miami Code requires that "[a] candidate for the office of commissioner shall ... [h]ave resided within the district they wish to represent for at least one year prior to qualifying." The City contends that we must read into these provisions a requirement of *continuous* residence for the year *immediately preceding* qualification. Under that reading, the City argues, Gabela fails to satisfy the residency requirement because he hasn't continuously resided in district one for the past year. The City's reading fails to comport with the plain language of the ordinance.

[2] [3] [4] [5] [6] [7]"Municipal ordinances are subject to the same rules of construction as are state statutes." Rinker Materials Corp. v. City of N. Miami, 286 So. 2d 552, 553 (Fla. 1973). Accordingly, we "must give to a statute (or ordinance) the plain and ordinary meaning of the words employed by the legislative body," and "courts generally may not insert words or phrases in municipal ordinances in order to express intentions which do not appear, unless it is clear that the omission was inadvertent." Id. at 553–54. If the plain language of the ordinance is unambiguous, we are required to apply its plain meaning and are without power to construe it in a way which would modify, limit, or extend those express terms. See e.g., Hill v. Davis, 70 So. 3d 572, 575–76 (Fla.

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2011); Daniels v. Fla. Dep't of Health, 898 So. 2d 61, 64 (Fla. 2005).[4]

***3** [8]In Leon v. Carollo, 246 So. 3d 490, 495 (Fla. 3d DCA 2018), this court evaluated the same residency requirement of section 4(c), City of Miami Charter, and concluded that the residency requirement "unambiguous[ly]" functioned as a qualification requirement to run for office as opposed to an eligibility requirement to hold office. While that's not the issue we examine here, we echo the admonition in Leon that:

> [T]he voters of Miami, through their democratically-approved charter, have agreed on the structure of their government, and the rules by which they want their leaders to be elected and serve. Our role is to apply this law as it is written, and not to write-in requirements that are not there or to fix holes that are. Doing so subverts our role in the separation of powers, and the will of the people of Miami in consenting to be governed by its founding document. Surely the people of Miami didn't mean to leave out the eligibility requirements in the city charter, Leon says. Surely they did, as evidenced by the text they voted on and approved, we say.

Id. at 496 (citations omitted); see also Spence-Jones v. Dunn, 118 So. 3d 261 (Fla. 3d DCA 2013) (finding the entirety of section 4 of the Miami Charter to be unambiguous). As explained in Leon, we won't—and can't—fix holes or write in requirements that aren't contained in the plain language. Surely the people of Miami didn't mean to leave out a continuous district residency requirement in the city charter, the City says. "Surely they did, as evidenced by the text they voted on and approved, we say." Leon, 246 So. 3d at 496. The City's expression of what it thinks the residency provision should mean conflicts with the plain language and meaning of the words as written.

[9]The charter requires that a city commission candidate "shall have resided within the district at least one (1) year before qualifying" for the election. If a municipality intended to require such residency be for at least one *continuous* year, or for the year *immediately preceding* qualification, it could easily do so. Indeed, two opinions of this court cited by both parties' reference two differently-worded municipal charter residency requirements. One contains the word "continuous" (North Miami), and one doesn't (Miami). Compare Leon, 246 So. 3d at 495 (determining that the City of Miami code requirement that "[a] candidate for the office of commissioner shall ... [h]ave resided within the district they wish to represent for at least one year prior to qualifying" constituted a qualification requirement), with Burns v. Tondreau, 139 So. 3d 481, 486 (Fla. 3d DCA 2014) (determining that the City of North Miami charter requirement that the mayor "be a *continuous* resident of the City for one year prior to the time of qualification and thereafter" constituted an eligibility requirement (emphasis added)).

[10]We're just determining what the words mean here. The proper interpretation of such words either permit Gabela to run (his position) or deem him not qualified to run (the City's position). "The preeminent cannon of statutory interpretation requires us to presume that [the] legislature says in a statute what it means and means in a statute what it says there." BedRoc Ltd., LLC v. U.S., 541 U.S. 176, 183, 124 S.Ct. 1587, 158 L.Ed.2d 338 (2004) (quotation omitted). The City's argument would require us both to read words into the City's residency requirement that aren't there, and by implication to render the use of the word "continuous" in North Miami's requirement mere surplusage. See Hechtman v. Nations Title Ins. of N.Y., 840 So. 2d 993, 996 (Fla. 2003) ("It is an elementary principle of statutory construction that significance and effect must be given to every word, phrase, sentence, and part of the statute if possible, and words in a statute should not be construed as mere surplusage."); see also Fla. Ry. Co. v. Adams, 56 Fla. 294, 47 So. 921, 923 (1908) ("It is our duty to declare the law as it is written. We cannot undertake by a construction of the statute to add to it or to subtract from it. Its language is plain and unambiguous."). We decline the City's invitation to add by judicial fiat what the plain language of its charter provision doesn't require.

***4** Further, the City's argument would ignore the meaning of the future perfect tense "shall have resided." The future perfect tense of a verb expresses an action that will be completed at any time before a certain fixed future point in time. For example, a requirement that a student shall have resided on campus for a year before graduation contains no requirement that the student reside on campus as a senior right before graduation. Similarly, the requirement that a candidate to be qualified shall have resided within a district for a year is a discrete act, that

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Gabela's over 20-year residency in district one satisfies.

The plain language of the City's district residency requirement doesn't require continuous residency, or residency immediately preceding qualification. On the record before us, and the trial court, there's no dispute that Gabela lived within district one for more than one year prior to qualifying. The trial court correctly read the residency requirement of the city charter and the companion requirement of the city code, and properly found Gabela qualified as a candidate for the city commission district one election.[5]

Affirmed.

All Citations

--- So.3d ----, 2023 WL 7319553, 48 Fla. L. Weekly D2146

Footnotes

1 Miami is governed by a five-member city commission and a mayor. The commission consists of five members elected from districts within the City, numbered one through five. See § 4(b), City of Miami Charter. The commission itself is responsible for judging the elections and qualifications of its own members, including apportioning the boundaries of the five electoral districts. Id. (d). City commissioner elections are held on the first Tuesday after the first Monday of November in odd-numbered years, with runoffs occurring two weeks later. § 7, City of Miami Charter.

2 The district court subsequently struck both the original March 2022 maps and the June 2023 remedial maps as unconstitutionally racially gerrymandered and adopted its own interim map, though the United States Court of Appeal for the Eleventh Circuit has since administratively stayed that judgment pending appeal, and the U.S. Supreme Court denied a motion to vacate the stay. See GRACE, Inc. v. City of Miami, No. 1:22-cv-24066-KMM, —— F.Supp.3d ——, 2023 WL 4853635 (S.D. Fla. Jul. 30, 2023), stay granted No. 23-12472, 2023 WL 5286232 (11th Cir. Aug. 4, 2023), stay upheld No. 23A116, —— U.S. ——, —— S.Ct. ——, —— L.Ed.2d ——, 2023 WL 5284458 (U.S. Aug. 17, 2023). Gabela alternatively argues that because of the administrative stay, he has in effect continuously resided in district one even after the adoption of the June 2023 map. However, as we conclude that the city charter contains no continuous residence requirement, we decline to address this issue further.

3 Our review is de novo. "An order in a declaratory judgment action is generally accorded a presumption of correctness on appellate review. However, to the extent that the decision rests on a question of law, the order is subject to full, or de novo, review on appeal." Reform Party of Fla. v. Black, 885 So. 2d 303, 310 (Fla. 2004) (citations omitted).

4 "Where a statute is clear and unambiguous, courts will not look behind the statute's plain language for legislative intent." Archstone Palmetto Park, LLC v. Kennedy, 132 So. 3d 347, 351 (Fla. 4th DCA 2014) (citation and internal quotation marks omitted). The City claims that the trial court's interpretation would lead to an absurd result, based on its subjective reading of the intent of the drafters of the residency requirement. We see no such problem. There's nothing patently absurd about a charter provision that requires residency within the district without making it a continuous residency requirement. And even if the City doesn't like the result, "[c]ourts should not resort to the absurdity doctrine merely because of disagreements with the result of legislation." Raik v. Dep't of Legal Affs., Bureau of Victim Comp., 344 So. 3d 540, 549 (Fla. 1st DCA 2022). As an aside, it appears the more absurd result would be the City's preferred outcome—adding terms and conditions, not present in the text of the charter's residency requirement, to prevent a multiyear district resident from contesting an election where, as here, the

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boundaries were moved a few houses over mere months before the election. In any event, where the language of a charter provision or ordinance is "clear and unambiguous," we don't look beyond the plain language or employ canons of construction (including the absurdity doctrine) to determine legislative intent. Gaulden v. State, 195 So. 3d 1123, 1125 (Fla. 2016) (citing Borden v. E.-Eur. Ins. Co., 921 So. 2d 587, 595 (Fla. 2006)). We apply the law as written.

[5] We take no position on the validity of the redistricting itself, which is the subject of the separate federal action. See GRACE, —— F.Supp.3d at ——, 2023 WL 4853635, at *1.

End of Document

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RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING A SPECIAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VILLAGE'S ELECTORATE; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, Section 10.01(A) of the Charter of North Bay Village (the "Village") mandates that the Charter be reviewed six years from November 8, 2000 and each sixth year thereafter by an advisory Charter Review Board (the "Board") appointed by the Village Commission with a minimum of five members with at least one representative from each island; and

WHEREAS, Section 10.01(A) of the Village Charter further provides that any proposed revisions to the Charter must meet the approval of the qualified electors of the Village at an election to be held at the same time as the regularly scheduled municipal Commission election immediately following each sixth year Charter review; and

WHEREAS, on November 9, 2023, the Village Commission adopted Resolution No. 2023-145, appointing seven voting and one nonvoting Commission Liaison to the Board to review the Village's Charter in preparation for the regularly scheduled municipal election occurring on Tuesday, November 5, 2024; and

WHEREAS, the Board met between December 2023 and March 2024 to review each and every section of the Charter; and

WHEREAS, on March 4, 2024, the Board adopted a "Final Report and Recommendations," which included proposed amendments and revisions to the Village Charter (the "Report"); and

WHEREAS, the Village Commission has considered the Report and determined that certain amendments and revisions (the "Charter Amendments") should be submitted to the Village's electorate for approval or rejection at the November 5, 2024 general election; and

WHEREAS, pursuant to Section 10 of the Village Charter and Section 6.03 of the Home Rule Charter of Miami-Dade, as applicable, the Village Commission is required to submit the Charter Amendments to the electors of the Village for approval or rejection.

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

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Calling Special Election. That a special election is hereby called to be held on Tuesday, November 5, 2042, to present to the qualified electors of North Bay Village the ballot questions provided in Section 4 of this Resolution. The Village Commission may, by resolution, alter the date of the special election in the event that the Village Commission finds that unforeseen circumstances require it to do so.

Section 3. Charter Amendments. That pursuant to Section 10 of the Village Charter and Section 6.03 of the Home Rule Charter of Miami-Dade County, and subject to the results of the Special Election, the Village Charter will hereby be amended to read as set forth in Exhibit A attached hereto and incorporated herein.

Section 4. Form of Ballot.

a. That the form of ballot for the Charter Amendments provided for in Section 3 of this Resolution shall be substantially as follows:

1. PUBLIC NOTICE REQUIREMENTS

The Village Charter provides that certain public notices be published in a newspaper of general circulation. It is proposed that the Charter be amended to provide that notice may alternatively be provided as otherwise permitted by Florida law, including on a publicly accessible website, provided that the cost of web advertising is less than newspaper advertising and the web publication conforms in other respects to State and Village law.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

2. EMPLOYEES OF THE VILLAGE CLERK'S OFFICE

The Village Charter provides for the Village Clerk to report directly to the Village Commission. The Charter is silent as to who has responsibility for other personnel in the Clerk's office. It is proposed that the Charter be clarified to give the Clerk responsibility for all personnel within the Clerk's office.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

3. CONTINUOUS RESIDENCY REQUIREMENT

Shall the Charter be amended to provide that candidates for Mayor and Commission must reside in the Village or the respective island for a continuous period of not less than one year immediately prior to the date of the subject candidate's initial filing of qualifying papers?

[ ] Yes

[ ] No

4. QUALIFYING PERIOD

The Village Charter provides that the qualifying period for elections be set by the Village Commission. It is proposed that the Charter be amended to set forth within its text that there be a 10-business day qualifying period beginning no earlier than noon on the third Monday of July and ending no later than noon on the second Friday thereafter.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

5. SINGLE FAMILY PROPERTY

It is proposed that the Village Charter be amended to provide that the land use and future development of single-family properties be restricted to single-family residential usage.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

6. LIMIT ON VILLAGE DEBT

The Charter provides that expenditures for real property acquisition and capital projects shall not exceed 20% of the Village's total operating budget, unless approved by referendum. Shall the Charter be amended to instead provide for a debt limit of the greater of 3% of the total assessed value of all property within the Village or the amount which would cause annual debt service to equal 15% of general fund expenditures for the previous fiscal year?

[ ] Yes

[ ] No

7. **CHARTER NON-SUBSTANTIVE AND TECHNICAL UPDATES**

It is recommended that the Village Charter be amended to strike provisions that are obsolete or are in conflict with state law and to reflect non-substantive stylistic and technical changes, along with any amendments needed for conformity, implementation and consistency of Charter amendments.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

b. That the Village Commission may revise the ballot form which is set forth in this Section 4 by Resolution; provided, however, that the Village Commission hereby authorizes the Village Manager, in consultation with the Village Attorney, to reorder the ballot questions in their discretion without further action of the Village Commission.

Section 5. Balloting. Balloting shall be conducted on Tuesday, November 5, 2024, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places provided for Village elections. Absentee balloting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes shall be provided. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the Miami-Dade County Supervisor of Elections until the date at which the registration books shall close in accordance with the provision of the general election laws. The Village Clerk, with necessary assistance from the Miami-Dade County Supervisor of Elections, is hereby authorized to take all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed by a County Canvassing Board in accordance with any applicable provisions of the general election laws of the State or County. The Village Clerk is hereby authorized to take any action which is necessary or expedient to implement this section or to comply with any applicable law.

Section 6. Notice of Election. That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Village at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, September 29, 2024), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October 13, 2024), and shall be in substantially the following form:

"NORTH BAY VILLAGE, FLORIDA
NOTICE OF SPECIAL ELECTION

NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO.

2024-_____ A SPECIAL ELECTION HAS BEEN CALLED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA (THE "VILLAGE") TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 5, 2024 FROM 7:00 AM UNTIL 7:00 P.M. AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE VILLAGE THE FOLLOWING CHARTER AMENDMENTS FOR APPROVAL OR REJECTION:

1. PUBLIC NOTICE REQUIREMENTS

The Village Charter provides that certain public notices be published in a newspaper of general circulation. It is proposed that the Charter be amended to provide that notice may alternatively be provided as otherwise permitted by Florida law, including on a publicly accessible website, provided that the cost of web advertising is less than newspaper advertising and the web publication conforms in other respects to State and Village law.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

2. EMPLOYEES OF THE VILLAGE CLERK'S OFFICE

The Village Charter provides for the Village Clerk to report directly to the Village Commission. The Charter is silent as to who has responsibility for other personnel in the Clerk's office. It is proposed that the Charter be clarified to give the Clerk responsibility for all personnel within the Clerk's office.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

3. CONTINUOUS RESIDENCY REQUIREMENT

Shall the Charter be amended to provide that candidates for Mayor and Commission must reside in the Village or the respective island for a continuous period of not less than one year immediately prior to the date of the subject candidate's initial filing of qualifying papers?

[ ] Yes

[ ] No

4. QUALIFYING PERIOD

The Village Charter provides that the qualifying period for elections be set by the Village Commission. It is proposed that the Charter be amended to set forth within its text that there be a 10-business day qualifying period

beginning no earlier than noon on the third Monday of July and ending no later than noon on the second Friday thereafter.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

5. SINGLE FAMILY PROPERTY

It is proposed that the Village Charter be amended to provide that the land use and future development of single-family properties be restricted to single-family residential usage.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

6. LIMIT ON VILLAGE DEBT

The Charter provides that expenditures for real property acquisition and capital projects shall not exceed 20% of the Village's total operating budget, unless approved by referendum. Shall the Charter be amended to instead provide for a debt limit of the greater of 3% of the total assessed value of all property within the Village or the amount which would cause annual debt service to equal 15% of general fund expenditures for the previous fiscal year?

[ ] Yes

[ ] No

7. **CHARTER NON-SUBSTANTIVE AND TECHNICAL UPDATES**

It is recommended that the Village Charter be amended to strike provisions that are obsolete or are in conflict with state law and to reflect non-substantive stylistic and technical changes, along with any amendments needed for conformity, implementation and consistency of Charter amendments.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

The full text of the proposed Village Charter Amendments is available at the office of the Village Clerk located at 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141.

/s/ Alba L. Chang, CMC
Village Clerk"

Section 7. Copies. That copies of this Resolution proposing the Charter Amendments are on file at the offices of the Village Clerk located at 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, and are available for public inspection during regular business hours.

Section 8. Effectiveness of Charter Amendments.

a. That each of the Charter amendments which are provided for in Sections 3 and 4 above shall become effective only if the majority of the qualified electors voting on the specific Charter amendment vote for their adoption, and shall be considered adopted and effective upon certification of election results.

b. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including but not limited to the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

c. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

Section 9. Inclusion in the Charter. Subject to the requirements of Section 8 above, it is the intention of the Village Commission and it is hereby provided that the Charter amendments shall become and be made a part of the Charter of North Bay Village and that the Sections of this Resolution and the proposed Charter Amendments may be renumbered or re-lettered to accomplish such intention.

Section 10. Severability. That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution 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 Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

Section 11. Conflicts. That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

Section 12. Effective Date. That this Resolution shall take effect 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 Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this ___ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT A

PROPOSED REVISIONS AND AMENDMENTS TO VILLAGE CHARTER

The following document contains proposed revisions and amendments to the North Bay Village Charter as proposed by the Charter Review Board and as further updated and approved by the Village Commission.

Additions to the text are shown in highlighted underline and deletions are shown in highlighted ~~strikethrough~~.

CHARTER OF NORTH BAY VILLAGE[1]

LEGISLATIVE HISTORY

Chapter 23427, Laws of Florida, 1945, originally created the Village of North Bay Island as a municipal corporation in Miami Dade County, Florida. The 1947 session of the Legislature adopted Chapters 24735 and 24736, Laws of Florida, 1947, which appear to be two identical bills amending the original Charter (Chapter 23427, Laws of Florida, 1945) by changing the name of the municipality from "Village of North Bay Island" to "North Bay Village" and otherwise amending the Charter of the municipality. Chapter 26053, Laws of Florida, 1949, provided an amendment, which excluded certain territory, land and water from the corporate limits and jurisdiction of the Municipality of North Bay Village. Chapter 27773, Laws of Florida, 1951, abolished the municipal government of North Bay Village and established, organized and incorporated a new municipal government as the successor to the original municipality. Chapter 29314, Laws of Florida, 1953, provided an amendment to the new Charter, which was established in Chapter 27773, Laws of Florida, 1951. In addition, the 1953 session of Legislature enacted Chapter 29315, Laws of Florida, 1953, providing that the City of North Bay Village should be abolished and the assets and liabilities of the municipality turned over to the Board of County Commissioners of Dade Miami, Florida, subject to a referendum.

This referendum was subsequently held and turned down by the electorate. The 1955 session of the Legislature enacted Chapters 31035 and 31036, Laws of Florida, 1955, which constituted the authority for the city to enact a pension plan and civil service system. At a referendum election on September 15, 1970, held pursuant to Resolution Nos. 2235 and 2236, the name of North Bay Village was changed to "City of North Bay Village." Election results were certified by Resolution No. 2237, copies of which have been filed with the Clerk of the Circuit Court of Dade County, Florida and the Department of State, State of Florida. In 1976, the City Council appointed a charter

[1]Res. No. 2018-75 , § 2, adopted July 30, 2018, election of Nov. 6, 2018, in effect repealed and replaced the former Charter (preamble, definitions, bill of rights, and §§ 1.01, 1.02, 2.01, 3.01—3.09, 4.01—4.04, 5.01—5.15, 6.01—6.03, 7.01—7.07, 8.01, 9.01—9.11, 10.01—10.14) and enacted a new Charter as set out herein. The former Charter derived from Res. No. R91-25, adopted Sept. 16, 1991; Res. No. R91-28, adopted Sept. 16, 1991; Res. No. 92-23, adopted Sept. 15, 1992; Res. No. 92-24, adopted Sept. 15, 1992; Res. No. 98-05, adopted March 10, 1998; Res. No. 2000-41, adopted Nov. 8, 2000; Res. No. 2004-20, adopted April 14, 2004; Res. No. 2004-33, adopted July 13, 2004; Res. No. 2004-34, adopted July 13, 2004; Res. No. 2004-35, adopted July 13, 2004; Res. No. 2004-36, adopted July 13, 2004; Res. No. 2004-38, adopted July 27, 2004; Res. No. 2006-45, adopted Aug. 28, 2006; Res. No. 2008-26, adopted July 30, 2008; Res. No. 2008-27, adopted July 30, 2008; Res. No. 2012-25, adopted July 10, 2012; Res. No. 2012-56, adopted Nov. 16, 2012; Res. No. 2018-59 , adopted July 30, 2018; Res. No. 2018-60 , adopted July 30, 2018; Res. No. 2018-62 , adopted July 30, 2018; Res. No. 2018-64 , adopted July 30, 2018; Res. No. 2018-65 , adopted July 30, 2018; Res. No. 2018-66 , adopted July 30, 2018; Res. No. 2018-67 , adopted July 30, 2018; Res. No. 2018-68 , adopted July 30, 2018; Res. No. 2018-69 , adopted July 30, 2018; Res. No. 2018-70 , adopted July 30, 2018; Res. No. 2018-71 , adopted July 30, 2018; Res. No. 2018-72 , adopted July 30, 2018; and Res. No. 2018-74 , adopted July 30, 2018.

review board to revise the Charter of the city over a one-year period. The board's proposal was returned to the City Council at the end of 1977 and was reviewed by the Council in a series of workshops. After a number of public hearings, which resulted in some changes, the proposed revised Charter was submitted to the electors at a special municipal election in conjunction with the state primary election on October 5, 1978, and was adopted at this referendum election. In 1991, the proposed revised Charter was submitted to the electors at a special municipal election on November 12, 1991, and was adopted at this referendum election. In 1992, the proposed revised Charter was submitted to the electors at a special municipal election on November 3, 1992 and was adopted at this referendum election. In 1998, the proposed revised Charter was submitted to the electors at a special municipal election on May 12, 1998 and was adopted at this referendum election. In 2000, the proposed revised Charter was submitted to the electors at special municipal elections on November 7, 2000, and was adopted at this referendum election. In 2004, after a public hearing, which resulted in some changes, the proposed Charter was submitted to the electors at a general municipal election on November 2, 2004, and was adopted at this referendum election.

(Res. No. 2006-45, Pt. A, 8-28-06, Election of 11-7-06)

PREAMBLE

We the citizens of ~~the~~ North Bay Village, Florida, in order to perfect our municipal government; update, modernize and revise our Charter to make it consistent with the Constitution and Statutes of the United States and the State of Florida; encourage and revitalize citizens' interest and participation in their Village Government; and strengthen and clarify the rights of its citizens, and enable the Village to function smoothly under the proper controls of the ensuing decade, do ordain and establish this Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

DEFINITIONS

The following words, terms and phrases, when used in this Charter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City or Village shall mean North Bay Village, Florida.

Code shall mean the Code of North Bay Village, Florida.

Commission, Commissioner or Commission member shall refer to the five (5) Commission members consisting of a mayor, vice-mayor and three (3) Commissioners.

Gender shall refer to a word importing the masculine or feminine gender and shall extend to and be applied to males and females, equally.

Manager shall refer to the Village Manager of North Bay Village.

Mayor shall refer to the Mayor of North Bay Village.

Ordinance shall mean an official legislative action of the Village Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

Resolution shall mean an expression of the Village Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the Village Commission.

Village Commission or *Commission* shall mean the Commission of North Bay Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

CITIZENS' BILL OF RIGHTS

This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administrative management, to make government more accountable, and to ensure all persons fair and equitable treatment, the following rights are guaranteed:

Convenient access. Every person has the right to transact business with the Village with a minimum of personal inconvenience. It shall be the duty of the Village Manager and the Village Commission to provide, within the Village's budget limitations, reasonably convenient times and places for required inspections, and for transacting business with the Village.

Truth in government. No municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

Public records. All audits, reports, minutes, documents and other public records of the Village and its boards, agencies, departments and authorities shall be open for inspection at reasonable times and places convenient to the public, provid~~ing~~ed no legal exemptions exist.

Minutes and ordinance register. The Village Clerk shall maintain and make available for public inspection minutes showing the votes of each member on all ordinances and resolutions. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than thirty (30) days after the conclusion of the meeting.

Right to be heard. So far as the orderly conduct of public business permits, any interested person has the right to appear before the Village Commission or any Village agency, board or department for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the Village. Nothing shall prohibit the Village or any agency from imposing reasonable time limits for the presentation of a matter.

Right to notice. Persons entitled to notice of a Village hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall

not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

Right to public hearing. Upon a timely request of any interested party a public hearing shall be held by any Village agency, board, department or authority upon any significant policy decision to be issued by it which is not subject to subsequent administrative or legislative review and hearing. This provision shall not apply to the Office of the Village Attorney of the Village nor to anybody whose duties and responsibilities are solely advisory.

At any zoning or other hearing in which review is exclusively by certiorari, a party or his counsel shall be entitled to present a case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts. The decision of any such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

Notice of action and reasons. Prompt notice shall be given of the denial in whole or in part of a request of an interested person made in connection with any municipal administrative decision or proceeding when the decision is reserved at the conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.

Managers' and Attorneys' reports. The Village Manager and Village Attorney shall periodically make a public status report on all major matters pending or concluded within their respective offices, except as to any matters which may be privileged, pursuant to law.

Budgeting. In addition to any budget required by state statute, the Village Manager shall prepare a budget showing the cost of each department for each budget year. Prior to the Village Commission's first public hearing on the proposed budget required by state law, the Village Manager shall make public a budget summary setting forth the proposed cost of each individual department and reflecting the personnel for each, the purposes and the estimated cost of each department.

Adequate audits. An annual audit of the Village shall be made by an independent certified public accounting firm in accordance with generally accepted auditing standards. The independent Village auditor shall be appointed by the Village Commission; both appointment and removal of the independent Village auditor shall be made by the Village Commission. A summary of the results of the independent Village auditor's annual audit, including any deficiencies found, shall be made public. In making such audit, proprietary functions shall be audited separately and adequate depreciation on proprietary facilities shall be accrued so the public may determine the amount of any direct or indirect subsidy.

Representation of public. The Village Commission shall endeavor to provide representation at all proceedings significantly affecting the Village and its residents before state, federal or county regulatory bodies.

The foregoing enumeration of Citizens' rights vests large and pervasive powers in the citizenry of the North Bay Village. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the Village. The orderly, efficient and fair operation of government requires the intelligent participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

Remedies for violations. In any suit by a citizen alleging a violation of this Bill of Rights filed in the Miami-Dade County Circuit Court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover costs as fixed by the court. Any public official or employee who is found by the court to have willfully violated this article shall forthwith forfeit such office or employment.

Construction. All provisions of this article shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this article shall be declared invalid, it shall not affect the validity of the remaining provisions.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

ARTICLE I. CREATION AND POWERS

§ 1.01 Creation.

The Village is hereby created which shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by the state constitution, general law and specific limitations contained herein.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 1.01 was titled Creation and powers of North Bay Village, amended by Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 1.02 Powers.

As granted by the Municipal Home Rule Powers Act (§ 166.021, Fla. Stat.), the Village is granted the broad exercise of home rule powers as provided by the Constitution of the State of Florida and the Charter of Miami-Dade County.

The powers of the Village shall be construed liberally in favor of the Village, limited only by the state constitution, general law and specific limitations contained herein. Future special acts pertaining to the jurisdiction and exercise of powers by this Village shall be considered amendments to this Charter and pursuant to the provisions adopted

for incorporation of other charter amendments, shall be incorporated as official amendments to the Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 1.02 was titled Construction, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 1.03 Title of Charter.

This Charter adopted by the people of North Bay Village shall be known as and may be cited as the Charter of North Bay Village. The results of the vote on this Charter shall be announced and recorded at that Commission meeting which immediately follows the day of voting.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Charter Section 1.03.)

§ 1.04 Effective date.

If approved by the Village's electorate, this Charter shall take effect upon the Commission's acceptance of certification of election results of the General Election held on ~~November 6, 2018~~ November 4, 2024.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Charter Section 1.04.)

ARTICLE II. CORPORATE LIMITS

§ 2.01 In general.

The municipal corporation of the Village shall comprise and have full municipal jurisdiction, powers, rights and privileges over the territory and persons now and in the future within the following boundaries in Miami-Dade County, Florida, to wit:

Begin in Miami-Dade County, Florida, at a point on the north boundary line of the northeast 79th Street Causeway, as shown by Plat Book 25 at Page 70 of the Public Records of Miami-Dade County, Florida, which point is 250 feet west of the line of Section 9, Township 53 South, Range 42 East, and which point is also on the east boundary line of the City of Miami, Florida; thence in a southerly direction and parallel to the west line of said Section 9, and along the said east line of the City of Miami, Florida, a distance of 1985 feet; thence run in an easterly direction and parallel to said north line of said northeast 79th Street Causeway to the west line of Section 10, Township 53 South, Range 42 East, as said section is shown on the plat of North Isle of Normandy, recorded in Plat Book 40 at Page 36 of the Public Records of Miami-Dade County, Florida; thence run northerly along the aforesaid west line of Section 10, to a point on a line running through the center point of the east drawbridge of the northeast 79th Street Causeway and perpendicular to the center line of the east Bridge of the said causeway; thence run northwesterly along the last described line to its intersection with the north

line of said Section 10, produced westerly; thence westerly along the prolongation westerly of said north line of said Section 10 to a point 250 feet west of the northwest corner of Section 9, Township 53 South, Range 42 East; thence in a southerly direction to the point of beginning.

And shall include:

A parcel of submerged land (now filled) in Biscayne Bay situated in Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, Commencing at the half-mile post of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, run north 88°41'24" east along the center line of the 79th Street Causeway highway right-of-way (100 feet wide) a distance of 1,560 feet to a point; thence north 1°37'08" west 55.0 feet to a point of beginning of the parcel of land herein described; thence north 1°37'08" west 600.00 feet; thence north 88°41'24" east 400.0 feet; thence south 1°37'08" east 600.00 feet; thence south 88°44'24" west 400.0 feet to the point of beginning; containing 5.5 acres more or less; plus a five-foot strip bordering the south boundaries of the above described 5.5-acre tract which is described as follows: Commence at the intersection of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida with the center line of the Northeast 79th Street Causeway as shown on a plat recorded in Plat Book 25, at Page 70 of the Public Records of Miami-Dade County, Florida; thence North 88°41'25" east along the center line of the aforesaid northeast 79th Street Causeway for a distance of 1,560 feet to a point; thence north 1°37'8" west for a distance of 50.0 feet to a point on the north right-of-way line of the said northeast 79th Street Causeway and the point of beginning of the parcel of land herein described; thence north 88°41'24" east along the north right-of-way line of the said northeast 79th Street Causeway for a distance of 400.0 feet to a point; thence north 1°37'8" west for a distance of 5.0 feet to a point; thence south 88°41'24" west along a line 5.0 feet north of and parallel with the north right-of-way line of said northeast 79th Street Causeway for a distance of 4,000 feet to a point; thence south 1°37'8" east for a distance of 5.0 feet to the point of beginning of the parcel of land herein described.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 2.01 was titled Corporate limits, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

ARTICLE III. LEGISLATIVE

§ 3.01 Village Commission.

A. *Composition and powers.* There shall be a Village Commission with all legislative powers of the Village vested therein, consisting of five (5) members: a mayor, a vice-mayor and three (3) Commissioners. Each Commission member must be a qualified elector of the Village.

B. *Appointments by Commission.* The Commission shall appoint the Village Manager, Village Clerk, Village Attorney, and all consultants.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.01 Village Commission amended by Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.02 Limitations of powers of the Commission.

All powers of the Village and the determination of all matters of policy shall be vested in the Commission with the following limitations:

A. ~~*Acquisition of real property.* The Commission may acquire property within or without the corporate limits of the Village for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, or lease provided such amount of expenditure for real property shall not exceed twenty percent (20%) of the current total operating budget of the Village.~~ *Borrowing*.

1. *Debt Approval*. The Village shall incur no debt unless the incurrence of such debt is approved by a majority of the Commission.

2. *Limits*. The total debt of the Village, including amounts authorized but still not drawn down under existing loan agreements and other contractual arrangements with banks and other financial institutions, underwriters, brokers and/or intermediaries, shall not exceed the greater of:

a. Three percent (3%) of the total assessed value of all property within the Village, as certified by the Miami-Dade County Property Appraiser for the current fiscal year; or

b. That amount which would cause annual debt service to equal fifteen percent (15%) of general fund expenditures for the previous fiscal year.

3. *Definitions*. As used in this section 3.02(A) the following terms shall have the meanings ascribed to them in this subsection:

a. "Debt" means any obligation of the Village to repay borrowed money however evidenced since the date of its incorporation regardless of tenor or term for which it was originally contracted or subsequently converted through refinancing or novation, except (a) any obligation required to be repaid in less than a year, (b) that portion of any obligation for operations which are financed and operated in an independent, self-liquidating manner and recovered entirely through currently collected user fees and charges, or (c) any obligation approved by referendum.

b. "Debt Service" shall include, without limitation thereto, scheduled interest payments, repayments of principal and all financial fees arising from debt or from the underlying contractual obligations, whether as originally incurred or subsequently deferred or otherwise renegotiated.

c. "General Fund" shall mean any and all revenues of the Village, from whatever source derived, except those revenues derived from special assessments, user fees and charges and designated as a separate fund to finance goods and services to the public.

B. [Reserved] ~~*Capital improvement projects.* The Commission may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the Village, provided that the amount of total expenditures for all such projects shall not exceed twenty percent (20%) of the current total operating budget of the Village in any one fiscal year.~~

C. [Reserved] ~~*Excess of 20 percent of current total operating budget.* In the event that the proposed purchase(s) of property and/or total expenditure(s) do exceed twenty percent (20%) of the current total operating budget of the Village in any fiscal year, then a referendum will be held of the qualified electors of the Village and it shall require a majority of those voting in such election to authorize such projects.~~

~~Any funds specifically designated for the particular project, which are received from the Federal Government, State, County or from any source, other than municipal taxation, will not be included in calculating the project cost for the purposes of Section 3.02.~~

D. [Reserved] ~~*Waiver of referendum.* This referendum requirement may be waived, however, if the Commission by four (4) affirmative votes, finds and declares that an emergency exists, and that there is a threat to the health, welfare and safety of the citizens of the Village.~~

E. *Sale and lease of real property.* The Commission shall not undertake to sell, mortgage, assign or otherwise dispose of or alienate the title to any real property owned by the Village without first having secured the approval of the qualified electors of the Village, through a majority vote of the qualified electors participating in a regular or special election for such purpose. Such referendum shall state, generally and in substance, the terms and conditions of the proposed sale, mortgage, assignment or other disposition or alienation of title.

Except where referendum is otherwise required by Miami-Dade County law, the Commission may lease any real property owned by the Village to any other individual, group, business, corporation or other entity for a period not to exceed one (1) year and may renew the lease each year thereafter that it so desires. Leases for a period longer than one (1) year require approval in a referendum by the qualified electors of the Village. However, nothing contained herein shall preclude the Village, without referendum, from leasing Village real property to a governmental agency for governmental use for a period not to exceed ten (10) years; and except as prohibited by the Constitution, Miami-Dade County Charter or statutes of this state or restricted in this Charter.

F. *Sale of personal property.* Personal property of the Village may be sold by auction or by sealed bid after it has been properly advertised in a newspaper of

general circulation. Such sale must be held no sooner than fifteen (15) days after publication of the notice. The notice shall describe the contents of sale and the location where the merchandise may be inspected prior to sale.

G. *Appointments or removal of Village personnel prohibited.* Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any Village employee (other than the Village Manager, the Village Clerk and the Village Attorney, as provided herein), or any person who is duly appointed by the Village Manager, in accordance with Section 4.01(G)(2) of this Charter; except that the Village Manager shall submit appointments of all department heads to the Commission for approval.

H. *Village Attorney.* The Commission shall appoint or remove the Village Attorney by at least three (3) affirmative votes. The Village Attorney shall have been licensed to and have been a practicing attorney in the State of Florida for not less than five (5) years, with not less than three (3) of those years in the practice of law for municipal, county or state governments. The duties and responsibilities of the Village Attorney shall be those as provided in this Charter.

I. *Auditor.* The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years.

J. *Other Commissioner remunerative position.* No Commissioner shall be appointed to any other remunerative position with the Village during his term of office and for a term of two (2) years thereafter.

K. *Nepotism.* No person related up to the second degree of consanguinity or affinity to a Commissioner shall be eligible to hold a remunerative position with the Village. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.

L. *Conflict of interest.* The Mayor and any Village Commissioner shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code Section 2-11.1.

M. *Reimbursement of Commissioner's legal fees.* In the event that a civil action shall be instituted wherein it is sought to impose personal liability upon any Commission member of the Village for any act or acts of such Commissioner, and if such Commissioner seeks legal defense of such action through the use of public funds, it shall first require a majority of all other Commissioners to ascertain that such acts complained of by the plaintiff were indeed connected with the Commissioner's proper conduct of the affairs or business of the Village. If so established, the other Commissioners shall then determine, specify and allocate a reasonable expenditure from Village funds for this legal defense - selection of counsel to be approved by the Village Attorney.

N. *Utility franchises.* The Commission may grant public utility franchises and regulate the exercise thereof; provided, however, that no franchise or extension thereof shall hereafter be granted or extended unless such franchise or extension shall be approved after a public hearing thereon. At least fourteen (14) days preceding the public hearing at which any franchise or extension thereof is to be adopted, notice thereof shall be published in a newspaper of general circulation in the Village. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. A copy of such proposed franchise shall be available for inspection by any interested person at the office of the Village Clerk at least fourteen (14) days preceding such public hearing. The cost of such advertising and of the public hearing shall be borne by the utility involved. For renewing franchises, each public utility shall notify the Village of its intent six (6) months before the expiration of its franchise. The Commission shall be empowered to grant a temporary extension of an existing franchise not to exceed three (3) months without a public hearing.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.02 was titled Qualifications and no history of amendments.)

§ 3.03 Mayor; Vice-Mayor.

A. The Mayor shall preside at meetings of the Commission, shall be recognized as head of Village government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents, and as the Village official designated to represent the Village in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein.

B. The Commission, at the first regularly scheduled Commission meeting after all runoff elections have taken place and a full Commission body is sworn into office, shall elect a vice mayor by at least three (3) affirmative votes. The Vice-Mayor shall act as Mayor during the absence, disability or death of the Mayor.

C. Each of the five (5) Commission members shall have an equal vote.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.03 was titled Election and terms, amended by Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91)

(Prior Charter Section 3.031 titled Limitation of terms, amended by Res. No. R92-24, § 2, 9-15-92, Election of 11-3-92; Res. No. R98-05, § 2, 3-10-98, Election of 5-12-98; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 3.04 Compensation.

Each Commission member will be compensated six thousand three hundred dollars ($6,300.00), per year payable at five hundred twenty-five dollars ($525.00) per month. The Mayor will be compensated seven thousand eight hundred dollars ($7,800.00) per year payable at six hundred fifty dollars ($650.00) per month.

(Res. No. 2006-45, Pt. B, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.05 Term Limits.

Commencing with the election of November 2002, the following term limits shall apply to the Mayor and members of the Commission:

(a) For the office of Mayor—Three (3) consecutive terms.

(b) For the office of Village Commissioner—Two (2) consecutive terms.

The term limits set forth in (a) and (b) above shall not be extended by running for different positions on the Village Commission.

(c) Where an individual has not served the term limit set forth in (a) or (b) above, said individual may serve any combination of three ~~(2)~~ (3) consecutive terms (said terms not to exceed a total of eight (8) consecutive years ending coincident with the conclusion of the third term) in the offices of Mayor and of Commissioner.

"Term" shall be defined as provided in Section 5.04 of the Charter. The term limits set forth herein shall be measured retroactively from the elected official's first election as an officer of the ~~North Bay~~ Village. Terms shall not include time served as a member of the North Bay Village Commission as a result of having filled a vacancy in the Commission pursuant to Section 3.06 of the Charter.

An individual who has served a term limit specified above must wait at least the number of years equal to the term of office for which said individual seeks election to, prior to becoming eligible to again serve as an elected official.

For purposes of this section, an individual who has served more than fifty percent (50%) of a term shall be considered to have served a full term of office.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.05 was titled Mayor; Vice Mayor, amended by Res. No. 2004-35, 7-13-04, Election of 11-2-04)

§ 3.06 Vacancies; forfeiture of office; filling of vacancies on the Commission.

A. *Vacancies.* The office of a Commission member shall become vacant upon his death, resignation, or removal from office in any manner authorized by law or forfeiture of his office.

B. *Forfeiture of office.* A Commission member, Commissioner or Mayor shall forfeit his office if any time during his term of office said person, (a) lacks any qualifications

for the office prescribed by this Charter or other applicable law including § 100.361 Florida Statutes or (b) is convicted of a felony while in office, or (c) fails to attend four consecutive regular meetings of the Commission, unless such absences are each excused by motion setting forth the reason for the absence duly entered upon the minutes or (d) having been elected or appointed from an election district fails to reside within the election district from which he was elected or appointed for any reason other than redistricting. Forfeiture shall be determined by the remaining members of the Commission.

C. *Forfeiture hearing.* A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a Public Hearing of the Commission at a regular or special meeting of the Commission, on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the Village at least ten (10) calendar days in advance of the hearing.

D. *Filling of vacancies on Village Commission.* Any vacancy occurring for a Village Commissioner shall be filled by the vote of the majority of the remaining members of said Village Commission with the appointee serving until the remainder of the unexpired term until the next succeeding general Village election and with any further remainder of said unexpired term to be filled by a Commissioner elected at said general election. If the remaining members of the Village Commission shall fail or refuse to fill such vacancy within thirty (30) days after it occurs, and if no general Village election will be held within ninety (90) days after the expiration of said thirty (30) days, then a special election shall be called and held to elect a Commissioner to fill such vacancy for the remainder of the unexpired term. In the event that the position is that of Mayor, it must be filled from among the remaining Commissioners in accordance with the Village Charter.

E. In the event of the death, resignation, or removal of the Mayor, the Vice Mayor shall forthwith commence to serve as interim Mayor until the Mayor's position is filled by election or appointment.

(1) When the Vice Mayor becomes interim Mayor, the Commission, by majority vote shall appoint an interim Commissioner from the Vice Mayor's vacant district to fill the Vice Mayor's vacant seat until the required election or appointment of the Mayor and then the Commission shall, by majority vote, appoint one (1) of the Commissioners to serve as interim Vice Mayor.

(2) The Commissioner serving as interim Mayor or interim Vice Mayor shall serve as Mayor or Vice Mayor until the newly elected or appointed Mayor and/or Vice Mayor is sworn in as Mayor or Vice Mayor. The interim Mayor and/or interim Vice Mayor shall return to the position of Commissioner previously held to serve the remainder of his or her unexpired term.

F. In the event of the death, resignation, or removal of the Vice Mayor, the Commission shall, by majority vote, elect one (1) of the Commissioners to serve as Vice Mayor.

G. *Extraordinary vacancies.* In the event that a majority of the members of the Commission are removed by death, disability, law or forfeiture of office, the governor shall make interim Commission appointments and the Commission shall call a special election as provided in Section 3.06(D) of this Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.06 was titled Limitations of powers of the Commission, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. C, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.07 Removals and suspensions from office of Village Commission.

The Mayor and any Village Commissioner may be removed from office by the electors of the North Bay Village pursuant to the provisions of § 100.361 Florida Statutes, and are further subject to removal and/or suspension from office pursuant to the provisions of § 112.51 Florida Statutes.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.07 was titled Vacancies; forfeiture of office; filling of vacancies of the Commission, as amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-38, § 1, 7-27-04, Election of 11-2-04; Res. No. 2006-45, Pt. D, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.08 Ordinances and resolutions.

A. *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the Commission shall be by ordinance which:

1. Adopt or amend an administrative code or establish, alter or abolish any Village department or agency;
2. Establish a rule or regulation the violation of which carries a penalty;
3. Set service or user charges for municipal services or granting administrative authority for such charges;
4. Authorize the borrowing of money not inconsistent with the limitations established in this Charter, the state constitution and general law of the State of Florida;
5. Convey or lease or authorize by administrative action the conveyance or lease of any lands of the Village;
6. Amend or repeal any ordinance previously adopted except as otherwise provided herein.

B. *Emergency ordinances.* To meet a public emergency affecting life, health, property or the public peace, the Commission may adopt one or more emergency ordinances, but the ordinances may not levy taxes; set service or user charges for any municipal services; amend or repeal any ordinance adopted by the people at the polls or by the Commission in compliance with an initiative petition; or authorize the borrowing of money except as provided under the emergency appropriations provisions of this Charter, if applicable.

1. *Form.* An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.

2. *Procedure.* An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but at least four (4) affirmative votes shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.

3. *Effective date.* Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.

4. *Repeal.* Every emergency ordinance except emergency appropriations shall automatically stand repealed sixty (60) days following the date on which it was adopted, but this shall not prevent reenactment of the ordinance under regular procedures, or if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

5. *Emergency appropriations.* The Commission may make emergency appropriations in the manner provided in this section and under Section 3.02 of this Charter. To the extent that there are no available un-appropriated revenues to meet such appropriations, the Commission may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

C. *Procedures for adoption of ordinances and resolutions.*

1. As used in this section, the following words and terms shall have the following meanings unless some other meaning is plainly indicated.

a. "Ordinance" means an official legislative action of the Village Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

b. "Resolution" means an expression of the Village Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the Village Commission.

2. Each ordinance or resolution shall be introduced by a member of the Commission or the Village Manager, the Village Attorney or the Village Clerk, so long as the information is provided within three (3) business days prior to the scheduled meeting, in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection. The enacting clause of every ordinance shall be as follows: "Be it enacted, by the Commission of the North Bay Village..."

3. A proposed ordinance must be presented on at least two (2) separate Commission meetings. It may be read by title only. At least ten (10) days prior to the final adoption of the said ordinance the Village shall publish once in a newspaper of general circulation in the Village a notice of the proposed ordinance. The giving of said notice shall not apply to a proposed emergency ordinance. Said notice shall state the title or brief description of the proposed ordinance or ordinances; the date, time and place of the Commission meeting for enacting said ordinance; and the place or places within the Village where said proposed ordinance may be inspected by the public. Said notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

4. A majority of the members of the Village Commission shall constitute a quorum. An affirmative vote of a majority of a quorum present shall be necessary to enact any ordinance or adopt any resolution; except that four (4) affirmative votes of the membership of the Commission is required to enact an emergency ordinance. On final passage, the vote of each member of the Village Commission voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the Village Commission shall become effective after passage or as otherwise provided therein.

5. Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the mayor and the Village Clerk.

6. The procedure as set forth herein shall constitute a uniform method for the adoption and enactment of the Village ordinances and resolutions and shall be taken as cumulative to other methods now provided by law for adoption and enactment of Village ordinances and resolutions. By future ordinance or charter amendment, the Village may specify additional requirements for the adoption or enactment of ordinances or resolutions or prescribe procedures in

greater detail than contained herein, provided such modifications are not in conflict with general law.

D. *Penalty for violation of ordinances.* Provisions governing the imposition of fines for violations of the Code shall be as prescribed within Village Code Chapter 153, and, where applicable, Chapter 162, Florida Statutes.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.08 was titled Ordinances and resolutions, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. E, 8-28-06, Election of 11-7-06; Res. No. 2008-27, § 1, 7-30-08, Election of 11-4-08; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.09 Meeting procedures.

A. *Meetings.* The Commission shall meet regularly at least once in every month at such times and places as the Commission may prescribe by rule; however, the Commission, by majority vote, may elect not to have a Regular Meeting in either the month of July or the month of August for the purposes of allowing summer vacations.

B. *Rules and record.* The Commission shall determine its own rules of procedure and order of business and shall keep a record of such proceedings open for public inspection.

C. *Quorum.* A majority of the Commission shall constitute a quorum. Commissioners constituting less than a quorum shall have power to set and adjourn meeting dates and times.

D. *Voting.* Voting, on ordinances and resolutions, shall be by roll call on final action and shall be recorded in the record of such proceedings. No action of the Commission except as otherwise provided in the preceding section shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum present.

E. *Meeting time limits.* No meeting of the Commission shall extend later than midnight except upon a majority vote of all members of the Commission present at the meeting. All remaining agenda items shall be continued to the next Commission meeting.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.09 Meeting Procedures, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. E, 8-28-06, Election of 11-7-06)

ARTICLE IV. ADMINISTRATIVE

§ 4.01 Village Manager.

There shall be a Village Manager, who shall be the chief administrative officer of the Village. The Manager shall be responsible to the Village Commission for the administration of all Village affairs placed in the Manager's charge by this Charter.

A. *Appointment.* The Commission shall appoint a Village Manager for an indefinite term by a minimum of three (3) affirmative votes of the Commission members. The Village Manager shall serve at the will of the Commission.

B. *Qualifications.* The Manager shall be a graduate of either an accredited school of public administration or its related equivalent in engineering, fiscal management or business administration with no less than three (3) years' experience in the administration of local government or in lieu of the foregoing, he must have not less than five (5) years' experience in the administration of local government.

C. *Compensation.* The compensation of the Village Manager shall be fixed by the Village Commission in the annual budget and may not be reduced without his consent during the fiscal year for which the budget is prepared.

D. *Temporary Village Manager.* By written memorandum filed with the Commission, the Village Manager may designate an acting appointee to perform the duties of the Village Manager, during a brief absence or incapacity for thirty (30) days or less. During any absence or disability, the Village Commission may revoke an acting appointment at any time and appoint another person to serve until the return of the Village Manager.

E. *Vacancy.* In the event of a vacancy due to resignation or removal from office of the Village Manager, the Village Commission shall appoint an acting or interim Village Manager until such time as a qualified manager may be selected.

F. *Removal.* The Village Commission may remove the Village Manager by a minimum of three (3) votes in favor of removal.

G. *Powers and duties of the Village Manager.* The Village Manager shall be responsible for the proper administration of all the affairs of the Village, except as otherwise provided herein. His powers and duties shall be to:

1. See that all laws, provisions of this Charter and acts of the Commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed;

2. Appoint, and when he deems it necessary for the good of the Village, suspend or remove all Village employees (except the Village Attorney, the Village Clerk and all personnel in the Legal Department, including outside counsel representing the Village) and appoint administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter.

   He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency, with the approval of the Commission. He will submit appointments of new department directors to the Commission for confirmation;

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3. Direct and supervise the administration of all departments, offices and agencies of the Village, except as otherwise provided by this Charter or by law; provided, however, the authority herein granted shall not extend to the office of the independent auditor employed or retained by the Commission, or to the Village Attorney or any outside counsel employed or retained by the Commission;
4. Attend all Commission meetings. He shall have the right to take part in discussion, but may not vote;
5. Recommend to the Commission, for adoption, such measures as he may deem necessary or expedient in the best interest of the Village;
6. Prepare and submit the annual budget, budget message and capital program to the Commission in a form provided by ordinance;
7. Supervise and be responsible for the disbursement of all monies and have control over all expenditures to ensure that budget appropriations are not exceeded;
8. Maintain a general accounting system for the Village government and each of its offices, departments and agencies and exercise financial budgetary control over same;
9. Submit to the Commission and make available to the public, a complete report on the finances and administrative activities of the Village as of the end of each fiscal year;
10. Make such other reports as the Commission may require concerning the operations of Village departments, offices and agencies, subject to his direction and supervision;
11. Keep the Commission fully advised as to the financial condition and future needs of the Village and make such recommendations to the Commission concerning the affairs of the Village;
12. Sign contracts on behalf of the Village, when such contracts have been approved pursuant to law and this Charter.
13. Ensure that all terms and conditions of any public utility franchise are faithfully kept and performed and to report any violations of the terms and conditions of any utility franchise to the Village Commission and to the Village Attorney;
14. Obtain competitive bids as prescribed by this Charter;
15. Advertise and conduct the sale of any property no longer needed for municipal purposes as prescribed by this Charter;
16. Act as purchasing agent for the Village and have exclusive control over the purchase of all supplies and approve all vouchers for the payment for supplies;

17. Supervise the issuance of Village licenses and collect all special assessments, license fees and other revenues of the Village and receive all monies due the Village from county, state and federal governments. Also, to pursue and obtain those monies made available to the Village from state and federal grants and similar sources;

18. Shall be held accountable to enforce the Village code and provide necessary support and resources to uphold the code through the code enforcement department;

19. Perform such other duties as may be prescribed by this Charter or as required of him by the Commission, not inconsistent with this Charter.

H. Outside employment by the Village Manager shall be approved by the Village Commission prior to commencement.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-20, § 1, 4-14-04, Election of 11-2-04; Res. No. 2006-45, Pt. F, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 4.02 Village Clerk.

A. *Appointment and Duties.* The Village Clerk shall be appointed by a majority vote of the Village Commission. The Village Clerk shall give notice of all meetings of the Commission, Village boards or committees, to its members and to the public ~~by posting a notice on the designated official bulletin board of the Village~~. The Village Clerk shall keep the journal of these proceedings, which shall be made a part of the public record. The Village Clerk shall also be the registration official of the Village and supervisor of Village elections and shall have power and is hereby authorized to administer oaths. The Village Clerk shall be the custodian of the Village seal, the records custodian, and the agent of record.

The Village Clerk shall record and keep current all ordinances and resolutions of the Village and keep current a cross-index of all ordinances, resolutions and official records of the Village. The Village Clerk shall also perform such other duties that are required by the Charter, by ordinance or that do not conflict with the administrative duties of the Village Manager, and as the Commission may prescribe from time to time. The Village Clerk will work with the Village Manager and other department heads to ensure the effective management of the Village. The Village Clerk shall be responsible for the appointing, hiring, promoting, supervising and removing of all employees of the office of the Village Clerk as authorized by the Village Commission in the annual budget or as otherwise provided by resolution or ordinance.

B. *Removal and Compensation.* The Village Clerk shall report to the Commission and may be removed by the Commission utilizing the same procedure as set forth for removal of the Village Manager in Section 4.01(f). The Village Commission shall set the compensation and benefits provided to the Village Clerk.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 4.02 Village Clerk, amended by Res. No. 2006-45, Pt. G, 8-28-06, Election of 11-7-06; Res. No. 2008-26, § 1, 7-30-08, Election of 11-4-08)

(Prior Charter Section 4.03 titled Nepotism, amended by (Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

(Prior Charter Section 4.04 titled Conflict of interest, amended by (Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE V. ELECTIONS

§ 5.01 Election dates.

The general election of members of the Commission shall be held on the first Tuesday after the first Monday in November of each even-numbered calendar year. All other elections shall be known as special municipal elections. In any special election not otherwise provided for there shall be at least (thirty) 30 days' notice of the election by publication in a newspaper of general circulation in North Bay Village.

No general or special election of the Village shall be held on a national or state legal holiday. Should the first Tuesday after the first Monday in November in any even-numbered calendar year be declared such a legal holiday, then the regular election scheduled for that day shall be postponed to the first day thereafter that is not a legal holiday.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.01 was titled Time of holding elections, amended by Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.02 Qualifications.

A. *Qualifications of Electors.* Any qualified elector in Miami-Dade County who is a bona fide resident of the Village is eligible to vote in Village elections.

B. *Qualifications for Village Commission.* Any elector of the Village who meets the requirements as set forth in Article V of this Charter shall be eligible to hold the office of Village Commissioner or Mayor. The Commission shall be the judge of the election and qualifications of its members.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.02 was titled Qualifications of electors, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.03 Rules and regulations, supervision, etc. of elections.

All municipal elections in the Village shall be conducted by general ballot as prescribed by this Charter and consistent with the applicable law of the State of Florida

and County of Miami-Dade. Municipal elections shall be supervised by the Village Clerk with the Village Commission canvassing returns from each general election.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.03 Rules and regulations, supervision, etc. of elections, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.04 Commission Members—Residency requirements and terms of office.

The Village shall be governed by a Commission of five (5) members, all of whom shall be qualified electors of the Village. There shall be a Harbor Island Commissioner, a North Bay Island Commissioner, and a Treasure Island Commissioner, each of whom shall be a resident of their respective islands for a continuous period of not less than one (1) year immediately prior to the date of the subject candidate~~''~~s initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of their respective islands; however, this shall not apply to any mere temporary relocation within the Village. The Mayor and Commissioner-at-large, the two (2) remaining positions, shall reside on any of the said islands of the Village for a continuous period of not less than one (1) year immediately prior to the date of the subject candidate's initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of the Village. The term of the Mayor will be for two (2) years~~,~~ and ~~commencing with the November 2002 general election,~~ the term of each Village Commissioner will be for four years~~,~~ on a staggered basis ~~to be established as follows:~~

~~Notwithstanding any other provisions of this Charter, no later than December 15, 2000, the Village Clerk shall publicly draw lots to determine which Village Commissioners' term of office (specifically, the seat they each represent) will expire in November 2004 and which remaining two Village Commissioners' terms of office (specifically, the seat they each represent) will expire in November 2006. All subsequent Village Commissioner seats shall be elected for four (4) year terms~~.

All of the Commissioners and the Mayor shall be elected by the voters at large of the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.04 titled Commission Members - Residency requirements and terms of office, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-34, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. H, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.05 Nomination of Commission Members and Mayor; Qualifying Period.

A. Any citizen who can qualify for the office of Commissioner or Mayor of the Village as provided herein may be nominated for Commissioner or Mayor by a petition provided by the Village Clerk for this purpose signed by not less than fifty (50)

electors and filed with the Village Clerk ~~in accordance with dates set by the Village Commission~~. Candidates shall qualify with the Village Clerk no earlier than noon on the third Monday of July and no later than noon on the second Friday thereafter. This period shall constitute a 10-business day qualifying period. Notwithstanding, in the event that the Monday upon which a qualifying period would otherwise commence is a holiday, the qualifying period shall commence on Tuesday immediately following such holiday and shall conclude the second Monday thereafter.

B. No elector shall sign more than one nominating petition for each seat. Should an elector sign more than one petition for each seat, his signature shall be void except as to the petition first filed for each seat.

C. The signatures on the nominating petition need not all be subscribed on one paper, but to each separate paper there shall be attached a signed statement of the circulator thereof, stating the number of signers of such paper and that each signature appended thereto was made in his presence and is the genuine signature of the person whose name it purports to be. With each signature, including the signature of the circulator, shall be stated the place of residence of the signer, giving the street and number or other description sufficient to identify it. The form of nominating petition provided by the Village Clerk shall be substantially as follows:

NOMINATING PETITION

We, the undersigned electors of North Bay Village, hereby nominate (name of candidate), who resides at (address), for the office of (Commissioner island, at-large, or mayor)

(signatures) _____

(address of signer) _____

(date of signing) _____

The undersigned is the circulator of the foregoing petition containing (number) signatures. Each signature appended thereto was made in my presence and is the person whose name it purports to be. Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

(signature of circulator) _____

(street address of residence) _____

(date) _____

D. Within five (5) days after the filing of a nominating petition, the Village Clerk shall through certified United States mail, return receipt requested, notify the candidate and the person who filed the petition whether or not the petition is found to be

signed by the required number of qualified electors. Notification is complete upon mailing. If a petition is found insufficient, the Village Clerk shall return it to the person who filed it with a statement certifying wherein the petition is found insufficient. Such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate, prior to the qualifying deadline. Such petitions shall be preserved by the Village Clerk in accordance with applicable record retention requirements.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.05 Nomination of Commission members and Mayor, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.06 Candidacy.

A. No individual may qualify as a candidate for public office in the Village whose name appears on the same or another ballot for another office, whether federal, state, county or municipal, the term of which or part thereof runs concurrently with the office for which he seeks to qualify.

B. No individual may qualify as a candidate for public office who holds another elective office, whether state, county or municipal, the term of which or any part thereof runs concurrently with the term of office for which he seeks to qualify without resigning from such office not less than ten (10) days prior to filing for the office he intends to seek.

C. Any individuals holding elective or appointive positions including members of any and all boards, within the Village, shall be required to resign to run for any elective office within the Village. Current elected or sitting officials must submit a notice of resignation to the Village Clerk at least ten (10) calendar days before the beginning of the qualification period. Said resignation shall be effective no later than the day upon which he would assume office.

D. Upon submission of a notice of resignation, an elected or appointed sitting commissioner who fails to be elected as mayor, shall not be appointed by the Commission until at least two (2) years after the resignation.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.06 Candidacy did not have any history of amendments.)

§ 5.07 Filing fee.

A. A nonrefundable filing fee of Two Hundred and Fifty dollars ($250) must be deposited with the Village Clerk at the time each petition is presented, and upon so submitting, concurrently therewith, the sworn statement of his or her name, address, occupation and willingness to serve shall also be filed. The name of each nominee for Commissioner or Mayor, who has complied with all requirements

hereinbefore prescribed, shall be printed on the ballot as a candidate for the office of Commissioner or Mayor of the Village.

B. If after filing for a particular Commission seat, an individual changes his mind and desires to run for a different Commission seat, he must first deliver written notice of his decision not to run for the original seat to the Village Clerk. He may then run for the other Commission seat after he again fully complies with the requirements hereinbefore described, as if filing for the first time, including, but not limited to, fully complying with the requirements of a new petition, and payment of a new nonrefundable filing fee.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.07 Filing fee, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.08 Ballots.

All ballots used in any general or special election of the Commission held under authority of this Charter shall be without party mark or designation and without any insignia or mark of any association or organization thereon and shall be substantially in the same form as the election ballot used in all general state elections. The following additional provisions with respect to ballots used in any general or special election of the Commission shall also apply:

A. The full names of all candidates nominated for the Commission as hereinbefore provided, except those that may have withdrawn, died or become ineligible, shall be printed on the official ballots. If two (2) candidates with the same surname or with names so similar as to be likely to cause confusion are nominated, the addresses of their places of residence may be placed with their names on the ballot.

B. The names of the candidates shall be arranged in the alphabetical order of their surnames in the groups for which they qualify.

C. The order of presentation of groups shall be as follows:

Mayor

Harbor Island Commissioner

North Bay Island Commissioner

Treasure Island Commissioner

At-Large Commissioner

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.08 titled Ballots did not have history of amendments.)

§ 5.09 Absentee electors.

The Village Clerk shall provide information regarding current state law requirements concerning absentee voting.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.09 Absentee electors, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.10 Watchers at election of Commission Members.

At each election of the Commission, any regularly nominated candidate shall be entitled, upon written application to the Village Clerk in accordance with section 101.131, Florida Statutes as may be amended ~~at least ten (10) days before the election~~, to appoint one (1) person and one (1) alternate to represent him or her as watcher and challenger at each polling place. Any person so appointed shall have all the rights and privileges prescribed by law for other watchers and challengers at any election in the same place, but under no circumstances shall a watcher and his or her alternate be allowed to remain within the voting place at the same time.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.10 Watchers at election of Commission Members did not have a history of amendments.)

§ 5.11 Hours of voting.

The polls shall open at seven o'clock a.m., (7 a.m.) and close at seven o'clock p.m. (7 p.m.).

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.11 Hours of voting did not have a history of amendments.)

§ 5.12 Election results.

The candidate receiving a majority of the votes for each Commission seat and/or the Mayor's seat shall be elected for that seat. In the event that a seat has not been won by a majority, then a run-off election of the two (2) highest vote getters shall be held fourteen (14) days after the regular election. A tie vote between the two (2) candidates in the run-off election shall be decided by a toss of a coin between those candidates the following business day after said run-off election.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.12 Election Results, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-33, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. I, 8-28-06, Election of 11-7-06)

§ 5.13 Canvass of returns.

The result of voting shall be certified by the Miami-Dade County Elections Department. The certification of election results shall be transmitted to the Commission

at a meeting of the Commission to be held on the business day immediately following the election or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter. At this meeting, the Commission shall canvass the returns, and shall declare the results of the election. New officers shall be declared elected subsequent to canvass of election returns on the business day immediately following the general election, or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter. At such time the new officers shall be installed and shall enter upon the discharge of their duties. If a run-off election is necessary. the officers elected in that run-off shall be installed upon their certification, subsequent to canvass of returns on the business day immediately following the run-off election or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter, and shall thereupon enter upon the discharge of their duties.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.13 Canvass of returns, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. J, 8-28-06, Election of 11-7-06)

§ 5.14 Village employees soliciting votes.

It shall be unlawful for any paid non-elective employees of the Village, while on duty or off duty and wearing any type of uniform or other definitive identification indicating that they are employees of the Village, to solicit votes, coerce directly or indirectly any elector or engage in any political activity in any municipal election or referendum in the Village or use his or her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof. Any employee violating the provisions of this section shall be subject to immediate dismissal.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.14 Village employee soliciting votes, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.15 Initiative and referendum procedures.

A. *General.*

1. *Initiative.* The qualified voters of the Village shall have the power to propose ordinances to the Commission. If the Commission fails to adopt such an ordinance so proposed without any change in substance, then the qualified voters shall have the power to adopt or reject it at a Village election.
2. *Referendum.* The qualified voters of North Bay Village shall have power to require reconsideration by the Commission of any adopted ordinance. If the Commission fails to repeal an ordinance so reconsidered, then the qualified voters shall have the power to approve or reject it at a Village election.

B. *Commencement of proceedings.* Any five (5) qualified electors may commence initiative or referendum proceedings by filing with the Village Clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.

Promptly after the affidavit of the petitioners' committee is filed, the Village Clerk shall, at the committee's request, issue the appropriate petition blanks to the petitioners' committee at the committee's expense.

C. *Petitions.*

1. *Number of signatures.* Initiative and referendum petitions must be signed by qualified electors of the Village equal in number to at least ten percent (10%) of the total number of qualified electors registered to vote at the last regular Village election.

2. *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered, as well as language reflecting the ability of the Petitioners' committee to withdraw the subject petition, pursuant to § 5.15 (F)(3) of this Charter.

3. *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

4. *Time for filing referendum petitions.* Referendum petitions must be filed within sixty (60) days after adoption by the Commission of the ordinance sought to be reconsidered.

D. *Procedure for filing.* Certificate of Clerk; amendment. Within twenty (20) days after the initiative petition or referendum petition is filed, the Village Clerk shall determine whether each petition paper is in proper form according to subsections C(2) and (3) hereinabove. Within ten (10) days from determining that the petition is in proper form, the Village Clerk shall transmit the petition papers to the Miami-Dade County Department of Elections for purposes of determining whether the petition as a whole has been signed by a sufficient percentage of the Village electors. The Miami-Dade County Elections Department shall complete a certificate as to the petition's sufficiency. Such certificate shall specify if it is insufficient, and the Village Clerk shall promptly send a copy of the certificate to the petitioners' committee by

registered mail, return receipt requested. A petition certified insufficient for lack of the required number of valid signatures may be amended one (1) time within ten (10) business days after receipt of notification; such supplementary petition shall comply with all prior requirements and within five (5) business days after it is refiled, the Village Clerk shall transmit same to the Miami-Dade County Department of Elections for purposes of issuing a certificate as to the sufficiency of the petition as amended, whereupon the Village Clerk shall send a copy of such certificate to the petitioners' committee by registered mail, return receipt requested, as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient, the Village Clerk shall promptly present the certificate to the Commission, and the certificate shall then be a final determination as to the sufficiency of the petition.

E. *Conclusion of Referendum Process.* The referendum process shall be concluded:

(1) When the petitioners' committee withdraws the petition; or

(2) When the Commission repeals the ordinance; or

(3) After a vote of the electorate on repeal of the ordinance has been certified, and such certification has been accepted by the Commission.

F. *Action by Commission.*

1. *Action by Commission.* When an initiative or referendum petition has been finally determined sufficient by the Miami-Dade County Elections Department, the Commission shall promptly consider the proposed initiative ordinance in the manner provided in Article III or reconsider the referred ordinance by voting its repeal. If within thirty (30) days of the issuance of a certificate of a petition's sufficiency by the Miami-Dade County Elections Department, the Commission fails to either (as the case may be) adopt a proposed initiative ordinance without any change in substance or fails to repeal the referred ordinance, it shall submit the proposed or referred ordinance to the voters of the Village.

2. *Submission to voters.* The vote of the Village on a proposed or referred ordinance shall be held not less than thirty (30) days and not later than sixty (60) days from issuance of the Miami-Dade County Elections Department's certificate as to petition's sufficiency. If no regular Village election is to be held within the period described in this subsection, the Commission shall provide for a special election. Copies of the proposed or referred ordinance shall be made available at the Village Clerk's office.

3. *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the tenth day preceding the day scheduled for a vote of the Village by filing with the Village Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings shall be terminated.

G. *Results of election.*

1. *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon acceptance by the Commission of the certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. If an initiative ordinance is voted upon by the Village electors and is defeated, it may not be brought forth for consideration as an initiative within one year from date of this election.
2. *Referendum.* If a majority of the qualified electors voting on a referred ordinance vote for its repeal, it shall be considered repealed upon the Commission's acceptance of the certification of the election results. Should a majority defeat the referendum for repeal of the ordinance, such referendum action cannot be brought up again for a period of one (1) year from the date of the election.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.15 Initiative and referendum procedures, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. K, 8-28-06, Election of 11-7-06)

ARTICLE VI. BOARDS

§ 6.01 Advisory boards.

The Commission may by ordinance establish advisory boards to assist the Commission or the Village. Advisory board members must be either residents of the Village, or owners of businesses located within the confines of the Village, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. A majority of the members of each advisory board must be residents of the Village. The Commission may appoint ex officio non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission. The Commission may also terminate any advisory board at any time that it deems that such board has fulfilled its purpose. Any vacancy occurring on an advisory board shall be filled within 30 days of the occurrence of the vacancy, in the same manner as the original appointment.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 6.01 Advisory boards, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 6.02 Civil service.

A. *Civil Service Board.* The Commission may by ordinance establish a civil service system and appoint the members, other than employee members, to the Civil Service Board, who are registered voters. Such ordinance shall provide the duties, responsibilities, terms of membership and conditions for removal of members from the Civil Service Board as well as all other terms and provisions of the civil service system.

B. *Employees covered by collective bargaining agreement.* Any civil service system established by ordinance and the civil service rules and regulations adopted pursuant thereto shall not apply to nor be maintained for regular employees in the classified service who are covered by a collective bargaining agreement, unless otherwise provided in such agreement.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 6.02 Civil service did not have a history of amendments.)

§ 6.03 Planning and Zoning Board.

A. The Commission shall establish by ordinance a Planning and Zoning Board. Such ordinance shall provide the powers, duties, responsibilities, terms of membership, length of terms, and conditions for removal of members of the Planning and Zoning Board.

B. Where the Planning and Zoning Board by unanimous vote of its full membership has presented a negative recommendation to the Village Commission relating to a request for a variance or special use exception, it shall require the Village Commission to act by at least four (4) affirmative votes in order to grant such request for variance or special use exception.

C. It shall be the duty of the Planning and Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the Village Commission at maximum intervals of five years commencing in 2013.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 6.03 Planning and Zoning Board, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE VII. FINANCE AND TAXATION

§ 7.01 State Law applicable.

Matters pertaining to finance and taxation shall be governed by State law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.01 State Law applicable, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.02 Independent audits.

At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants, who may be the regular auditors of the Village and who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transaction of the Village government. They shall submit their report to the Commission no later than at a regularly scheduled April Commission meeting. A copy of the audit shall be made available for inspection in the office of the Village Manager. The accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the Village. Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the Village Manager and any and all separate or subordinate accounts kept by any other office, department or agency of the Village government. The Commission may also designate one or more qualified certified public accountants to conduct special audits at other times, or monthly or continuing audits as it may consider in the public interest. A copy of such special audits will also be made available for public inspection.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.02 Independent audits, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.03 Preparation and submission of budget.

The Village Manager, at least sixty (60) days prior to the beginning of each fiscal year, shall submit to the Commission a budget and an explanatory budget message in the form and with the contents provided by this Charter. For such purpose, he shall obtain from the head of each office, department or agency of the Village estimates of revenue and expenditure of that office, department or agency detailed by organization units and character and object of expenditure, and such other supporting data as he may request; together with an estimate of all municipal projects pending, or which such department head believes should be undertaken:

A. Within the budget year, and

B. Within the five (5) next succeeding years.

In preparing the budget, the Village Manager shall review and revise the estimates as he may deem advisable.

A. *Budget message.* The budget message submitted by the Village Manager to the Commission shall be explanatory of the budget, shall contain an outline of the proposed financial policies of the Village for the fiscal year and shall describe in connection therewith the important features of the budget plan. It shall set forth the reasons for salient changes from the previous year in costs and revenue items and shall explain any proposed major changes in financial policy.

B. *Budget for municipal improvements.* As a part of the budget message, with relation to the proposed expenditures for down payments and other proposed expenditures for municipal projects stated in the budget, the Village Manager shall include a statement of pending municipal projects and proposed new municipal projects for the fiscal year and for the five (5) fiscal years succeeding that fiscal year, together with his comments thereon and any estimates of costs prepared by him or by any other office, department or agency of the Village. The budget message shall also detail the prospective amounts for municipal projects proposed to be raised by appropriation in the budget and the respective amounts, if any, proposed to be raised by the issuance of bonds and certificates or notes during the fiscal year or thereafter.

C. *Supporting schedules, etc.* Attached to the budget message shall be such supporting schedules, exhibits and other explanatory material, in respect to both current operations and municipal projects as the Village Manager, shall believe to be useful.

D. *Scope of budget; contents.* The budget shall provide a complete financial plan for the fiscal year. It shall contain in tabular form:

1. A general summary;
2. Detailed estimates of all anticipated revenues;
3. Detailed estimates of all proposed expenditures.

E. *Anticipated revenues.* In parallel columns opposite the several items of anticipated revenues there shall be placed the amount of each item in the budget of the current fiscal year and amount actually received to the time of preparing the budget, plus receipts for the remainder of the current fiscal year estimated as accurately as possible, plus the amount received for each item in each of the two (2) prior fiscal years.

F. *Proposed expenditures.* In parallel columns opposite the several items of proposed expenditures, there shall be placed the amount of each such item in the budget of the current year, and the amount actually expended to the time of preparing the budget, plus the expenditures for the remainder of the current fiscal year estimated as accurately as possible, plus the amounts expended for each item in each of the two (2) prior fiscal years.

G. *Budget and message to be public record.* The budget and budget message and all supporting schedules shall be a public record in the office of the Village Clerk open to public inspection.

H. *Notice of final budget meeting.* At the meeting of the Commission at which the budget and budget message are submitted, the Commission shall determine the place and time of the two public hearings and the final meeting on the budget and shall cause to be posted on the designated official bulletin board of the Village a notice of the places and times not less than ten (10) days prior to the dates on which the Commission will hold the meetings.

If the budget calls for any increase in taxes by the Village, the Village shall endeavor to send a notice of the date of the final budget meeting to each property owner in the Village files and also to those who submit requests to be so notified. With such notice the anticipated increase of taxes shall also be mentioned. The Village Manager shall comply with all provisions of state law relative to procedures in the event of property tax increases.

I. *Vote required to adopt.* The final budget and millage rate shall be adopted by at least three (3) affirmative votes of the Commission.

J. *Effective date; certification.* Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget as finally adopted shall be certified by the Village Manager and shall be available for inspection by any and all persons in the office of the Village Clerk.

K. *Effective date.* From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriate to the objects and purposes therein named.

L. *Adoption.* The Commission shall by resolution adopt the budget on or before the thirtieth day of September of each year. If it fails to adopt the budget by this date, the Commission, by resolution, may direct that the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year for a period of thirty (30) days and renewed by resolution each thirty (30) days with all items in it prorated accordingly, until such time as the Commission adopts a budget for the ensuing fiscal year. A resolution adopting an annual budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.

M. *Appropriation amendments during the fiscal year.*

1. *Supplemental appropriations.* If during the fiscal year revenues in excess of those estimated in the budget are available for appropriation, the Commission, by resolution, may make supplemental appropriations for the year for projects, activities or undertakings deemed necessary by the Commission up to the amount of such excess, provided, however, the resolution to expend such funds receives at least three (3) affirmative votes of the Commission.

2. *Reduction of appropriations.* If at any time during the fiscal year it appears probable to the Village Manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the Commission without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The Commission shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by resolution reduce one (1) or more appropriations.

3. *Limitations; effective date.* No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof.

The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon its adoption by resolution.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.03 Preparation and submission of budget, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. L, 8-28-06, Election of 11-7-06)

§ 7.04 Monthly report of expenditures.

At the first Commission meeting of each month, the Village Manager shall present a detailed report of the expenditures for the prior month.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.04 Monthly report of expenditures, amended by Res. No. regarding 92-23, § 2, 9-15-92, Election of 11-3-92; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.05 State and county law to apply to taxation.

The general laws of the State of Florida and the County of Miami-Dade upon the subject of taxation shall apply to and govern in the assessment, levy and collection of taxes of the Village and in return and sale of property delinquent therefor and shall also apply and govern with respect to the powers, duties and liabilities of persons and property touching and concerning such taxes, and shall have full force and effect in said Village as far as same may be applicable.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.05 State and county law to apply to taxation, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.06 Correcting assessments.

All provisions in the Charter relating to local assessment for special assessments are directory and any errors, defects or omissions in assessments, levies, sales or proceedings may be corrected at any time.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.06 Correcting assessments, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.07 Bank depositories.

A. *Designation.* It shall be the duty of the Commission to designate the bank or banks to be depositories for the funds of the Village. If there be more than one, the distribution of the several funds shall be made as directed by the Commission.

B. *Bond or Security* All Village depositories shall furnish such bond or security as required by State law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.07 Bank depositories, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE VIII. BORROWING FOR MUNICIPAL PROJECTS

§ 8.01 State Law applicable.

Matters pertaining to borrowing for municipal projects shall be governed by State law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 8.01 State Law applicable had no history of amendments.)

ARTICLE IX. GENERAL PROVISIONS

§ 9.01 Right of eminent domain.

The Village may exercise the right and power of eminent domain; that is, the right to appropriate property, without the owner's consent, for a public purpose.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.01 Right of eminent domain, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.02 Non-discrimination.

No person shall be deprived of any right because of race, religion, sex, sexual orientation, place of origin or physical handicap.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.02 was titled Charter amendments, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.03 Records and accounts to be open to public.

All public records and accounts of every office, department or agency of the Village shall be open to inspection as provided by state law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.03 was titled Non-discrimination, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. M, 8-28-06, Election of 11-7-06)

§ 9.04 Bonds of officers and employees.

Any officers or employees of the Village who have check signing authority or access to Village accounts shall post bond in such amount and with such surety as may be approved by the Commission. The premiums of such bonds shall be paid by the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.04 was titled Records and accounts to be open to public, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.05 Oath of office/employment.

Every officer and employee of the Village shall, before entering upon the duties of his office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the Village Clerk:

> I _____, a legal resident of the State of Florida, and being employed by or an officer of North Bay Village, Florida and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support and obey the Constitution and the laws of the United States and of the State of Florida, and that I will, in all respects, observe the provisions of the Charter and Ordinances of the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.05 was titled Bonds of officers and employees, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 9.06 Scope of authority.

The Village is hereby authorized and empowered in the manner herein provided to cause any waterway within said Village to be bulkheaded; to cause groins or jetties to be constructed along the shore to protect the land area from the effects of tides and winds; to cause boardwalks or other walls or seawalls to be constructed in its public parks and upon or along any property of said Village, or in which it has a perpetual easement, or which is dedicated to said Village or the public along or near the shore; to cause any and all highways, by whatever designation they may be known, or any part thereof, to be lighted, graded, paved, repaved, macadamized and to cause curbs and gutters to be constructed thereupon, and sanitary sewers, storm sewers and other drains to be laid or constructed in any such highway, or part thereof, and/or in any right-of-way or easement granted to or acquired by said Village or any dedicated way, and to provide for the payment of the cost thereof through special assessments.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.06 was titled Oath of office/employment, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 9.07 ~~North Bay Island zoning.~~ Single Family Property

Land use and future development of single family properties ~~North Bay Island~~ in the Village is hereby restricted to single family residential usage.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.07 was titled Scope of authority, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.08 ~~Reserved.~~ Advertisement and notice by publication on publicly accessible website.

Notwithstanding any provision to the contrary, wherever in this Charter an advertisement or notice is required to be published in a newspaper of general circulation or other print publication, such advertisement or notice may alternatively be provided on a publicly accessible website, as permitted by chapter 50, Florida Statutes, as may be amended from time to time, provided that:

(A) The cost of providing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper;

(B) Publication on such website conforms with the requirements of section 50.0311, Florida Statutes, as may be amended from time to time; and

(C) Publication on such website is made within the applicable time frame required by this Charter for the respective advertisement or notice, and includes all information required by the respective Charter provisions.

(Prior Charter Section 9.08 was titled North Bay Island zoning, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.09 Insurance benefits for elected officials and the Village Manager.

North Bay Village shall not pay life, health and/or dental insurance benefits for the elected Village officials and/or their family dependents without prior approval by the electorate at a referendum.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.09 Insurance benefits for elected officials and the Village Manager, amended by Res. No. R91-28, § 2, 9-16-91, Election of 11-12-91; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.10 Retirement System.

The Commission may establish and create by ordinance a retirement system for any or all groups of officers, agents or employees of the Village.

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(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.10 Retirement System, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.11 Nepotism.

No person related up to the second degree of consanguinity or affinity to an elected or appointed Village official (department head and above) shall be eligible to hold a remunerative position with the Village. Any appointed Village official who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal. This provision may be waived during conditions deemed as emergencies by the Village Commission.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Section 9.11 in previous Charter.)

§ 9.12 Conflict of interest.

Appointed officials and employees shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code § 2-11.1.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Section 9.12 in previous Charter.)

§ 9.13 Violation.

Village officials and employees shall follow the provisions of this Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Section 9.13 in previous Charter.)

ARTICLE X. CHARTER AMENDMENTS AND TRANSITION

§ 10.01 Revision provision.

A. This Charter of the Village must be reviewed six (6) years from November 8, 2000 and each sixth year thereafter by an Advisory Charter Review Board Appointed by the Commission with a minimum of five (5) members with at least one (1) representative from each island; any proposed revisions to the Charter must meet the approval of the qualified electors of the Village at an election to be held at the same time as the regularly scheduled municipal Commission election immediately following each sixth year Charter review.

~~B. It shall be the duty of the Planning and Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer~~

~~recommendations for the improvement thereof to the Village Commission at maximum intervals of five years commencing in 2013.~~

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(The prior Charter Section 10.01 was titled Title of Charter and there was no history of amendments.)

§ 10.02 Charter amendments.

A. Except with regard to Charter provisions concerning municipal boundaries, North Bay Village may adopt, amend, or revoke its Charter or abolish its existence in the following manner: The Village Commission shall, within one hundred twenty (120) days after adopting a resolution or after the certification of a petition of ten (10%) percent of the qualified electors of the municipality, draft or have drafted by a method determined by a North Bay Village ordinance, a proposed charter amendment, revocation, or abolition which shall be submitted to the electors of North Bay Village. Unless an election occurs not less than sixty (60), nor more than one hundred twenty (120) days after the draft is submitted, the proposal shall be submitted at a special election within that time. No less than thirty (30) days prior to such election the Village Clerk shall make available a copy of the proposed amendment for examination.

B. Upon adoption of an amendment to the Charter of the Village by a majority of the electors voting in a referendum upon such amendment, the Commissioners shall have the amendment incorporated into the Charter and shall file the revised Charter with the Department of State of the State of Florida, at which time the revised Charter shall take effect.

C. The Village may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State of the State of Florida pursuant to the provision of section B.

D. The Village, by unanimous vote of the Commission, may abolish municipal departments provided for in this Charter and amend provisions or language out of the Charter which has been judicially construed to be contrary to either the state or federal constitution.

E. Any provision of the Charter which conflicts with any federal, state or county law shall automatically be changed to conform to such federal, state or county law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(The prior Charter Section 10.02 was titled Effective date, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. N, 8-28-06, Election of 11-7-06)

§ 10.03 Ordinances and state and county law unimpaired.

Nothing in this Charter shall be so construed as to alter, abolish, affect or amend the following: (1) Any of the laws of this state now in force or which hereafter (shall) be enacted relative to towns and cities of the state, incorporated under the general law; or

(2) any of the laws of Miami-Dade County; (3) any of the ordinances of the Village, now in force under the municipal government of the Village, except for those that are in conflict with the provisions of this Charter, and these conflicting ordinances are hereby repealed. All such state and county laws and all nonconflicting ordinances of the Village are hereby declared to be in full force and effect.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.03 Ordinances and state and county law unimpaired, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.04 Rights and privileges of officers, etc., not impaired.

Nothing contained in this Charter, except as specifically provided, shall affect or impair the rights or privileges of any officer or employee of the Village or of any office, department or agency existing at the time when this Charter shall take effect, or any provision of law in force at the time when this Charter shall take effect and not inconsistent with the provisions of this Charter, in relation to the duties, responsibilities and emoluments of officers and employees of the Village. This provision shall not be construed to vest in any officer or employee any right or rights not specifically vested herein.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(The prior Charter Section 10.04 Rights and privileges of officers, etc., not impaired, has no history of amendments.)

§ 10.05 Pending matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the Village shall continue in accordance with their terms and, to the extent applicable, the Charter of the Village as in existence at the time of their occurrence or imposition, as applicable.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.05 Pending matters, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.06 Contracts and public improvements.

All contracts entered into by the Village, or for its benefit, prior to the taking effect of this Charter, shall continue in full force and effect. Public improvements for which legislative steps have been taken under laws or Charter provisions existing at the time this Charter takes effect may be carried to completion as nearly as practicable in accordance with the provisions of such existing laws and Charter provisions.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.06 Contracts and public improvements has no history of amendments.)

§ 10.07 Pending suits and proceedings not affected.

No action or proceeding, civil or criminal, pending at the time when this Charter shall take effect, brought by or against the Village or any office, department or agency or officer thereof, shall be affected or abated by the adoption of this Charter or by anything herein contained.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.07 Pending suits and proceedings not affected has no history of amendments.)

§ 10.08 Former acts confirmed.

All acts and proceedings of the various officers and employees of the Village before the approval of this Charter are hereby approved, confirmed and validated as of the dates the same were made or done.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.08 Former acts confirmed, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.09 Continuations of existing laws.

Insofar as the provisions of this Charter are the same in terms or in substance and effect as provisions of law in force when this Charter shall take effect, relating to or affecting the Village, the provisions of this Charter are intended to be not a new enactment but a continuation of such provisions of law and this Charter shall be so construed and applied.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.09 Continuations of existing laws, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.10 Transition ordinances.

The Commission shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within sixty (60) days of the first Commission meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures in Article III except that transition ordinances shall be effective for up to ninety (90) days after enactment. Thereafter such ordinances may be readopted, renewed or otherwise continued only in the manner prescribed for normal ordinances in Article III.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.10 Transition ordinances has no history of amendments.)

§ 10.11 Resolving conflicts within charter.

Should there be a conflict or apparent conflict in the provisions of any one section of this Charter or between two (2) or more sections thereof, then the Village Attorney shall resolve such conflict or apparent conflict by a written ruling which shall be legal and binding unless invalidated by a court of competent jurisdiction.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.11 Resolving conflicts within charter, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.12 Severability clause.

If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.12 Severability clause, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

(Prior Charter Section 10.13 was titled Revision provision, amended by (Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-36, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. O, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

(Prior Charter Section 10.14 was titled Violation, amended by (Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

DRAFT

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Leo Cosio,

SPONSORED BY:

SUBJECT: A Resolution Approving a Budget Amendment to Provide for Village Clerk Salary Adjustment And After School Painting Program - Village Manager Ralph Rosado, PhD, AICP/Village Clerk Alba L. Chang

---

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO PROVIDE FOR VILLAGE CLERK SALARY ADJUSTMENT AND AFTER SCHOOL PAINTING CLASSES AT TREASURE ISLAND ELEMENTARY SCHOOL (TIES); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed resolution providing for a budget amendment.

BACKGROUND AND ANALYSIS

The proposed resolution is seeking the Village Commission consideration and approval to amend the FY 2023-24 Budget to provide the following allocations:

*** After School Painting Program - Arts 4 Learning**

Staff respectfully requests the Village Commission's consideration and approval to allocate $4,810 from the Appropriation of Fund Balance in the General Fund to Professional Services. This allocation is to support the execution of an agreement with Arts 4 Learning to provide school Painting Classes at Treasure Island Elementary School (TIES) once per week for 13 weeks.

*** Village Clerk Salary Adjustment**

During the May 14, 2024, Regular Commission Meeting, the Village Commission approved a

salary adjustment for the Village Clerk following her annual performance evaluation held on May 9, 2024.

It is recommended that the Village Commission approve the proposed resolution and allocate $12,904.63 from the Appropriation of Fund Balance in the General Fund. Please see Exhibit A for the Budget Amendment and additional backup/analysis.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

In the General Fund - Transfer from the Appropriation of General Fund Balance (001.00.389.3890) $17,714.63 and Transfer to Salary & Benefits (Village Clerk) $12,904.63 and Professional Services (001.72.572.3160) $4,810.

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution BA - VC Salary and TIES Art Classes.DOCX
Arts 4 Learning - Quote Fall 2024.pdf
Exhibit A - Budget Amendment Form-Village Clerk Increase.pdf
Exhibit B - Budget Amendment Form-A4L Art Classes.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO PROVIDE FOR VILLAGE CLERK SALARY ADJUSTMENT AND AFTER SCHOOL PAINTING CLASSES AT TREASURE ISLAND ELEMENTARY SCHOOL (TIES); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2023, the North Bay Village (the "Village") Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (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 "A" 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 "A" attached hereto and incorporated herein.

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 Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ARTS FOR LEARNING

QUOTE

CUSTOMER

NAME : **North Bay Village**
ATTN: Chris Molina
ADDRESS :
CITY : State Zip
EMAIL : cmolina@nbvillage.com

MISC.

QUOTE DATE : 6/4/2024
QUOTE ID : NBV-TI_FALL2024-1CLSPERWK

VALID THROUGH : 8/14/2025

DESCRIPTION	QTY	UNIT PRICE	TOTAL
FALL 2024 A4L AFTER-SCHOOL ARTS CLASSES AT TREASURE ISLAND ELEMENTARY			
Fall 2024:			
Requested discipline is Visual Arts*			
2 groups			
1 class per week per group, **13** weeks			
Up to 26 total classes (**13 classes per group**)	26	$ 185.00	$ 4,810.00
NO Culminating Events	0	$ -	$ -

NOTES:

*Artistic discipline requests will be accommodated pending artist availability.
Quote is based on details provided. Changes to details (number of groups, frequency, duration, etc.) will affect unit price.
All high quality arts instruction classes are delivered by a professional teaching artist.
After-School &/or Summer classes are 45 to 60 minutes in length.
****NOTE: Minimum 2 classes across all groups per day; classes should not be scheduled to occur simultaneously.**
Program supplies are included in quote.
Co-facilitator must be provided. **If co-facilitator is not provided, price increases by $45 per class.** $ -
Recommended group size = 15-25 participants. **Maximum 30 participants.**
****NOTE: Groups with more than 30 participants will be divided into 2 groups.**
Cancellation by Treasure Island Elementary requires 2 business days advance notice; otherwise classes will be billed.
13-week Fall program to occur between September 3, 2024 & December 13, 2024, exact dates TBD.

SUBTOTAL	$ 4,810.00
TAX RATE(S)	N/A
TOTAL	$ 4,810.00

PAYMENT : OTHER Direct Deposit preferred

PAYABLE TO : Arts for Learning/Miami, Inc.
MAIL TO : 101 Grand Ave
Miami, FL 33133
PHONE : (305) 576-1212
EMAIL : sidra@A4Lmiami.org

THANK YOU!
ARTS FOR LEARNING EIN : 65-1141598

To accept this quotation, please sign & date below and return via email to sidra@A4Lmiami.org:

Signature:_____ **Date:** _____

Budget Amendment Form

Department:	**Village Clerk**	**Date:**	**6/11/2024**
Fund(s) to be changed: General Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
001.13.512.1200	Regular Salaries	$ 9,076.90	
001.13.512.2100	FICA	$ 694.38	
001.13.512.2200	Retirement Contributions	$ 3,133.35	
001.00.389.3890	Appropriation of Fund Balance		$ 12,904.63
TOTAL (Columns must be equal)		**$ 12,904.63**	**$ 12,904.63**

Description:

Transfer General Fund - Appropriation of Fund Balance to Village Clerk Personnel Costs (Salary & Benefits) for 6/1/2024 Pay Increase.

FY 2024 Budget **VILLAGE CLERK** **Village Clerk Promotion**

Account		Account Description	Original Budget	Current Salary (ADP)	Proposed Increase 6/1/2024	Increase	6/1/2024 through 9/30/2024- 8 pay periods	TOTAL BUDGET AMENDMENT NEEDED	FY 25 + COLA
001.13.512.1200	80	Regular Salary	$ 110,000.00	$ 115,500.06	$ 145,000.00	$ 29,499.94			$ 152,250.00
		COLA	$ 5,500.00	$ 4,442.31	$ 5,576.92	$ 1,134.61	9,076.90	9,076.90	
			$ 115,500.00						
001.13.512.2100	0.0765	FICA	$ 8,836.00		$ 11,092.50	$ 2,256.75	$ 694.38	$ 694.38	$ 11,647.13
001.13.512.2200	0.3452	RETIREMENT CONTRIBUTIONS	$ 40,497.00		$ 50,054.00	$ 10,183.38	$ 3,133.35	$ 3,133.35	$ 52,556.70
	0.3452								
001.13.512.2300		Health, Dental, Life & Disability	$ 18,354.00		$ 18,354.00	$ -	$ -	$ -	$ 18,354.00
001.13.512.2400			$ 292.00		$ 292.00	$ -	$ -	$ -	$ 292.00
			$ 183,479.00		$ 224,792.50	$ 43,074.68	$ 12,904.63	$ 12,904.63	$ 235,099.83
						0.26			

Budget Amendment Form

Department	Recreation & Human Services	6/11/2024
Fund(s) to be changed: General Fund		

GL Account	GL Line Item	Transfer to:	Transfer from:
001.72.572.3160	Professional Services	$ 4,810.00	
001.00.389.3890	Appropriation of Fund Balance		$ 4,810.00
TOTAL (Columns must be equal)		**$ 4,810.00**	**$ 4,810.00**

Description:

Transfer General Fund - Appropriation of Fund Balance to Professional Services for Art Classes at Treasure Island Elementary School.

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving Three (3) Work Orders with EXP US Services, Inc.; Chen Moore & Associates; and Ribbeck Engineering, Inc. for Design, Permitting, and Bid Support Services for Phase I Stormwater Design Improvements for Harbor Island and Phase 1 & 2 Stormwater Design Improvements for Treasure Island as Part of the Stormwater Improvement Program - *Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, MBA, PE)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF WORK ORDERS TO EXP US SERVICES, INC., CHEN MOORE & ASSOCIATES, INC., AND RIBBECK ENGINEERING, INC. FOR DESIGN SERVICES RELATED TO THE VILLAGE'S STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $598,218.00, $617,266.00, AND $416,164.00, RESPECTIVELY; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Orders EXP2401; CHE2401; & RIB2401 with EXP US Services, Inc.; Chen Moore & Associates; and Ribbeck Engineering, Inc. in the amounts of $598,218.00, $617,266.00, and $416,164.00, respectively, f or Phase 1 Underground Stormwater Design Services for Harbor Island and Treasure Islands Phase 1 & 2 Underground Stormwater Design Services for Treasure Island.

BACKGROUND AND ANALYSIS

A Request for Qualifications (RFQ) for Professional General Architectural & Engineering Services was issued by the Village on August 31, 2023, for the selection of professional engineering and architectural firms. The selected firms would be used for engineering, design,

and management services as well as engineering services for the Stormwater Improvements Program funded by the Stormwater General Obligation Bonds as part of the Village Stormwater Master Plan. The scope of services outlined in the RFQ for the Stormwater Improvement Program consisted of the removal of the existing drainage system and the design and construction of an interconnected drainage system to include new piping, catch basins, manholes, and connections to existing outfalls via new pumps stations.

The SWMP concludes that implementing a pressurized stormwater system is required and essential to address future sea level rise challenges including higher tailwater and rainfall events of greater magnitude and higher intensity conditions. The improvements will consist of implementing the construction of a new stormwater pump station system to provide an upgraded flood protection level of service on each island. The pump station system components include a new stormwater trunk-line including inlets and manholes, pollution control structure (PCS) units, the trash-rake unit, the pump station wet-pit, gravity emergency bypass, energy dissipator, outfall structure, forcemain, in-line injection wells, electrical control panel, transformer and bi-fueled emergency generator. The trunk-line requires water-tight joints to minimize groundwater infiltration and optimize pump station system performance.

The Village selected all nine (9) firms, according to the criteria set forth in the RFQ:

1. Stantec Consulting Services, Inc.
2. Ardurra Group, Inc.
3. Ribbeck Engineering, Inc.
4. Craven, Thompson & Associates, Inc.
5. EXP U.S. Services, Inc.
6. BCC Engineering
7. Chen Moore and Associates
8. Kimley-Horn
9. EAC Consulting, Inc.

Ribbeck Engineering, Inc. will begin Phase 1 underground stormwater design for Harbor Island. Chen Moore Associates and EXP US have been selected to begin Phase 1 & 2 underground stormwater designs, respectively, for Treasure Island. The proposed work orders tasks will develop the Stormwater Master Plan concept, into design plans and specification for the permitting and construction phases of the program. A map is provided showing the locations of the programs different project phases.

- Treasure Island Phase 1 Design
    - EXP US Services - $598,218.00
- Treasure Island Phase 2 Design
    - Chen Moore & Associates - $617,266.00
- Harbor Island Phase 1 Design
    - Ribbeck Engineering - $416,164.00

All three projects will be funded from the Stormwater GOB Capital Fund, Projects SW24-01, SW24-04, and SW24-05 respectively. Projects SW24-01 and SW24-04 will require a combined budget increase of $599,417.90 in the current fiscal year. The line of coding for all three projects, a total of $1,631.648, is Stormwater Improvements (340.36.538.6307). The increase in funding, $599,417.90, will come from the additional Loan/Debt Proceeds (from the

Line of Credit) (340.00.384.3841) while the remaining $1,032,230.10, will come from FY 2024 Budget. Please see the attached Budget Amendment (Exhibit D) for additional backup.

It is recommended that the Village Commission approve the proposed work orders in the total amount of $1,631,648.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
In the Stormwater GOB Capital Fund - Increase Stormwater Improvements (340.36.538.6307) $599,417.90 and an Increase to Loan/Debt Proceeds(from the Line of Credit) $599,417.90- Please see Background for additional information.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution WO for Stomwater Design Improvement .DOCX
Exhibit A-Work_Order_EXP24.01_Design_Services.pdf
Exhibit B-Work Order CHE24.01 Design Services.pdf
Exhibit C-Work Order RIB24.01 Design Services.pdf
Attachment A. Program Phase Map.pdf
Exhibit D - BA- EXP-CHEN-RIBBECK SW GOB.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF WORK ORDERS TO EXP US SERVICES, INC., CHEN MOORE & ASSOCIATES, INC., AND RIBBECK ENGINEERING, INC. FOR DESIGN SERVICES RELATED TO THE VILLAGE'S STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $598,218.00, $617,266.00, AND $416,164.00, RESPECTIVELY; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the Resolution, the Village entered into agreements (each an "Agreement") with Exp US Services, Inc. ("EXP"), Chen Moore & Associates, Inc. ("Chen Moore"); and Ribbeck Engineering, Inc. ("Ribbeck"), among others (collectively, the "Consultants"); and

WHEREAS, the Village has begun implementing a Stormwater Improvement Program (the "Project") and desires to engage the Consultants to perform underground stormwater design services for Treasure Island and Harbor Island; and

WHEREAS, the Village requested and EXP submitted a proposal to provide Phase I Stormwater Design Improvements for Treasure Island ("Phase 1 Treasure Island Services"); and

WHEREAS, the Village requested and Chen Moore submitted a proposal to provide Phase 2 Stormwater Design Improvements for Treasure Island ("Phase 2 Treasure Island Services"); and

WHEREAS, the Village requested and Ribbeck submitted a proposal to provide Phase 1 Stormwater Design Improvements for Harbor Island ("Phase 1 Harbor Island Services"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to

issue a work order to (1) EXP for Phase 1 Treasure Island Services in an amount not to exceed $598,218.00, (2) Chen Moore for Phase 2 Treasure Island Services in an amount not to exceed $617,266.00, and (3) Ribbeck for Phase 1 Harbor Island Services in an amount not to exceed $416,164.00, in substantially the form attached hereto as Exhibit "A," "B," and "C," respectively (each a "Work Order") consistent with the Agreements previously entered into between the Village and Consultants; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (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, in order to provide the necessary funding for the Work Orders and 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 "D" 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. Authorization for EXP Work Order. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to EXP to perform the Phase 1 Treasure Island Services for the Project, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization for Chen Moore Work Order. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Cheen Moore to perform the Phase 2 Treasure Island Services for the Project, in substantially the form attached hereto as Exhibit "B."

Section 4. Authorization for Ribbeck Work Order. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Ribbeck

to perform the Phase 1 Harbor Island Services for the Project, in substantially the form attached hereto as Exhibit "C."

Section 5. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line-item transfers as further provided in Exhibit "D" attached hereto and incorporated herein.

Section 6. 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 7. 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 Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. EXP- 2401

Dated this 11th day of June, 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

TREASURE ISLAND DRAINAGE IMPROVEMENTS – PHASE 1

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and EXP US Services, Inc. ("CONSULTANT"), is made pursuant to the Continuing General Professional Engineering and Architectural Services Agreement (the "Agreement") dated May 10th, 2024 and expiring on May 10th, 2029.

PROJECT DESCRIPTION

Drainage improvements on Treasure Island (TI) has been recommended on the North Bay Village Stormwater Master Plan (SWMP) dated in September 2022. The document indicates that to mitigate existing and projected future flooding conditions on Treasure Island, a new pressurized drainage system will be required with sufficient capacity to capture, convey, and discharge stormwater runoff in a timely manner. Based on initial analyses and multiple model iterations, it was determined that at least three (3) pump stations would be needed. Two (2) of these pump stations would each have a capacity of about 40,400 GPM, which is approximately equivalent to 90 CFS. The third pump would have a capacity of about 27,000 GPM, being equivalent to about 60 CFS.

As can be discerned from the typical detail, the new pump station systems will consist of an offline pollution control structure, trash rack/filter element, pump station wet well, valve box, energy dissipator structure, and various pipes and fittings that connect the multiple components. Of note is the pollution control structure, which will be comprised of a diversion weir and hydrodynamic separator (i.e., vortex generator). During smaller, low flow storm events (i.e., first-flush), runoff will be initially diverted via the weir to the hydrodynamic separator.

The separator captures and retains sediments, oil, trash, and floatables from the contributing runoff. This serves as an effective pollutant removal at a single point in the drainage system. During larger, high-flow storm events, runoff will overtop the diversion weir to maintain conveyance/discharge capacity within the system.

Next, the potential locations for the installation of the three (3) new pump station systems were determined. It should be mentioned that most of the pump station infrastructure will be situated within the R/W and under the roadway. However, the force main outfall culvert and energy dissipator structure will need to be positioned closer to the receiving water body (i.e., Biscayne Bay).

Unlike NBI, the Village does have existing utility/drainage easements on TI. The first is located at the NW corner of the N and W Treasure Drive intersection. At this location, a 10-foot-wide utility easement runs from east to west. As part of prior discussions with Village staff, the private

property through which the easement runs through was noted as being a possible acquisition by the Village for public use, including a potential recreational space. In turn, this was identified as a plausible location for one of the 40,400 GPM (90 CFS) pump station.

For the second larger pump station, two (2) potential locations were identified. The first includes a vacant parcel that is located directly S of the Cutlass Avenue and S Treasure Drive intersection. Like the first pump station location, this parcel could be acquired by the Village for public use, again including a potential recreational space.

The second location was identified at the SE corner of the Jewel Avenue and S Treasure Drive intersection. In this area, a 10-foot-wide drainage easement is observed running north to south from S Treasure Drive. For this analysis, the second 40,400 GPM pump station was tentatively situated near the vacant parcel.

The third smaller pump station, with a capacity of about 27,000 GPM (60 CFS), is proposed to be in the eastern part of TI to provide hydraulic balance in the new drainage system. The most feasible location for this system was identified to be at the SW corner of the E and S Treasure Drive intersection. At this location, an existing 10- foot-wide drainage easement runs north to south between S Treasure Drive and Biscayne Bay.

In addition to the new pump station, the existing drainage network within TI is to be replaced with an all-new stormwater conveyance system. The proposed conveyance system will consist of new grate inlets that are to be situated along the EOP to accommodate future roadway raising.

The stormwater improvements have been phased into six (6) Phases. The first three (3) phases focus on implementing the three (3) pump station systems, including pollution control structures, trash racks, filter elements, energy dissipator structures and so forth. The reason being is that downstream improvements need to be installed first to be able to support any upstream upgrades and expansion of the storm sewer system. In turn, the last three (3) phases consist of the remaining upstream improvements which will interconnect the remainder of the Island and added needed capture and conveyance capacity for the overall system.

EXP has been retained to provide complete design engineering services for the drainage improvements for TI phase 1, compromised by the area along South Treasure Drive between North Treasure Drive and Adventure Avenue. The anticipated scope of work consists of geotechnical services, drainage analysis and plans, including 40,400 GPM (90 CFS) pump station, outfall pollution control structure, trunk line, force main and injection wells design. The pump station will include electrical, mechanical, and structural components. As well as pavement and SPM restoration and drainage improvements due to the trunk main and pump station construction.

GENERAL REQUIREMENTS

Design Standards

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

Quality Control

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

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

Project Schedule

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

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

Permitting

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

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

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

SPECIFIC SCOPE OF SERVICES

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

The CONSULTANT will provide engineering service to the VILLAGE for the drainage improvements on Treasure Island – Phase 1. After received the NTP, the CONSULTANT using the data and feedback provided by the VILLAGE, will prepare a basis of design (BODR) to the VILLAGE acceptance, then will proceed with the preparation of design and construction documents, permitting activities and bid support services.

The Scope of Services is comprised of the following tasks:

Task 1.1 – Project Coordination & Data Collection
Task 1.2 – 30% Design Submission
Task 1.3 – 60% Design Submission
Task 1.4 – 90% Design Submission
Task 1.5 – 100% Design Submission
Task 1.6 – Permitting
Task 1.7 – Bid Support Services

Task 1.1 – Project Coordination & Data Collection

As part of this task, the CONSULTANT will attend (9) monthly progress meetings to provide general project coordination and work planning. During the meetings will be discussed the status of all ongoing tasks. The CONSULTANT will prepare agendas and meeting minutes for each progress meeting. Meetings can be held in person or virtually.

As part of this task, the CONSULTANT will conduct a Hydrologic/Hydraulic (H&H) modeling in ICPR V4 to further refine the model developed under the SWMP planning phase. The refined model will address design phase items including utilities, constructability, permitting and field conditions that may have not been identified during the planning phase. Drainage design criteria and design parameters will be consistent with the SWMP. Drainage improvements will be designed for year 2060 future conditions.

As part of this task, the CONSULTANT will draft the basis of design report (BODR). Drainage improvements will be designed to meet the required Flood Protection Level of Service (FPLOS) which includes the 5-yr, 24-hr storm event for roadway design and 100-yr, 72-hr storm event for minimum building finished floor elevation. The BODR will be submitted to the VILLAGE for review and feedback. This feedback will be incorporated into the pump station design and revisions to the BODR will be made accordingly.

Deliverables: The following deliverables shall be provided under Task 1.1:

- One (1) hard copy and one (1) CD of each Monthly Project Status Report (agenda and minutes meetings) thru completion of the project.
- One (1) hard copy and one (1) CD of the draft BODR

Task 1.2 - 30% Design Submission

As part of this task, the CONSULTANT staff will review and utilize the data collected on Task 1.1, the feedback provided by the VILLAGE staff, and the findings and recommendations in the approved BODR to prepare the 30% Design Submission. The CONSULTANT will request design ticket (811 Sunshine Design Ticket) to utilities to assess conflict with the proposed design and identify any key constructability issues. The CONSULTANT will perform a site visit, utilities coordination and identification index and mapping of potential contaminated sites. In addition to coordinate with recent and future projects to avoid conflicts and repetitious construction.

- The CONSULTANT shall identify key constructability issues.
- The CONSULTANT shall request a design ticket to assess potential utility conflicts associated with the proposed design.
- The VILLAGE staff shall provide to CONSULTANT a topographic survey by a Florida Registered Surveyor to locate all above ground and underground features, and any additional data required for the completion of the design, permitting, and construction of the project.
- The CONSULTANT shall submit the plans, and specifications, for VILLAGE review. The design drawings shall be submitted in 11” x 17” plan sheets. The VILLAGE shall provide comments to the CONSULTANT within 14 days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record, and submit meeting minutes to the VILLAGE.
- The CONSULTANT shall prepare a construction cost estimate and make changes to the design if needed to have it within the proposed budget.
- The CONSULTANT shall submit an updated project schedule in Microsoft Project as part of this submittal package.

Deliverables: The following deliverables shall be provided under Task 1.2:

- Three (3) original sets of the 30% design package (11” x 17” plan sheets), together with one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of the construction cost estimate.
- One (1) copy of updated project schedule.
- One (1) copy of the technical specifications’ table of content.
- One (1) copy of the Design Ticket Documentation.

Task 1.3 - 60% Design Submission

As part of this task, the CONSULTANT shall incorporate the review comments from the 30% design submission to prepare the 60% plans submission. The CONSULTANT will request and conduct a geotechnical investigation and provide findings and recommendations.

- The CONSULTANT shall incorporate the review comments from the 30% design submission in the 60% plans submission. The 60% design submission shall include, at a minimum, the following:
  - Cover page.
  - Key Sheet.
  - General Notes.
  - Plan Sheets (for pipes and outfall/Injection wells) including utilities, conflicts, and relocations.
  - Plan Sheets (Pump Station and Valve Vault) plan view, cross section, and details.
  - Drainage Profiles.
  - Civil Detail Sheets.
  - Mechanical Details Sheets.
  - Electrical Detail Sheets.
  - Structural Detail Sheets.

- The CONSULTANT shall conduct a geotechnical investigation at the location of the proposed observation deck. The CONSULTANT shall provide one (1) hard copy and one (1) CD of the report to the VILLAGE's Project Manager. This report shall be signed and sealed by a Professional Engineer registered in the State of Florida and shall contain, at a minimum, project vicinity map, plan view showing the location of borings, basis and results of tests performed, detailed description of findings, recommendations, and an executive summary.
- The CONSULTANT shall submit plans, and specifications for VILLAGE review. The design drawings shall be submitted in 11" x 17" plan sheets. The VILLAGE shall provide comments to the CONSULTANT within 14 days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.
- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for VILLAGE review and approval.
- The CONSULTANT shall prepare a construction cost estimate and make the changes to the design if needed to have it within the proposed budget.

Deliverables: The following deliverables shall be provided under Task 1.3:

- Three (3) original sets of the 60% design package (11" x 17" plan sheets), together with one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.
- One (1) hard copy and one (1) CD of the Geotechnical Report.

Task 1.4 - 90% Design Submission

As part of this task, the CONSULTANT shall incorporate the review comments from the 60% design submission to prepare the 90% design submission.

- The CONSULTANT shall incorporate the review comments from the 60% design submission in the 90% design submission. The 90% design submission shall include, at a minimum, the following:
  - Cover page.
  - Key Sheet.
  - General Notes.
  - Plan Sheets (for pipes and outfall/ Injection well) including utilities, conflicts, and relocations.
  - Plan Sheets (Pump Station and Valve Vault) plan view, cross section, and details.
  - Drainage profiles.
  - Civil Detail Sheets.
  - Mechanical Details Sheets.
  - Electrical Detail Sheets.
  - Structural Detail Sheets.
  - Standard Details.
  - SWPPP.

- The CONSULTANT shall submit the plans, and specifications for VILLAGE review. The design drawings shall be submitted in 11” x 17” plan sheets. The VILLAGE shall provide comments to the CONSULTANT within twenty (20) business days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.
- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for VILLAGE review and approval.
- The CONSULTANT shall prepare a construction cost estimate and make the changes to the design if needed to have it within the proposed budget.

Deliverables: The following deliverables shall be provided under Task 4:

- Three (3) original sets of the 90% design package (11” x 17” plan sheets), one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.

Task 1.5 – 100% Design Submission

- The CONSULTANT shall incorporate the review comments from 90% design submission in the 100% design submission. The 100% design submission shall be complete.

- The CONSULTANT shall submit the 100% design submission for VILLAGE review. The design drawings shall be submitted in 11" x 17" plan sheets. The VILLAGE shall provide comments to the CONSULTANT within 10 business days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.
- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for VILLAGE review and approval.
- The CONSULTANT shall prepare a construction cost estimate, and make the changes to the design if needed to have it within the proposed budget.
- Once all comments are addressed, or if no comments or corrections are necessary, the CONSULTANT shall submit the Final Plans and Specifications, and any other document required for a complete design by the VILLAGE. CONSULTANT shall provide three (3) original signed and sealed sets of the Final Design Package (24" x 36" plan sheets), together with an electronic copy.

Deliverables: The following deliverables shall be provided under Task 1.5:

- Three (3) original sets of the 100% design package (11" x 17" plan sheets), together with an electronic copy.
- Three (3) original sets, signed and sealed of the Final Plans and Specifications 100% design package (24" x 36" plan sheets), together with an one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.

Task 1.6 - Permitting

As part of this task, the CONSULTANT will assist the VILLAGE to obtain all of the required construction permits for this project. The CONSULTANT will provide a permit matrix, attend meetings, complete application forms, and respond RFIs to secure permits.

- The CONSULTANT shall obtain all required permits from the VILLAGE, regulatory agencies, and authorities having jurisdiction, for this project.
- The CONSULTANT shall respond to all permit comments from the VILLAGE, regulatory agencies, or authorities having jurisdiction.
- The CONSULTANT shall attend permit meetings with VILLAGE, regulatory agencies, and authorities having jurisdiction, record and prepare meeting minutes, and provide documentation to the VILLAGE.
- The CONSULTANT is responsible for determining which permits are required and which agencies are applicable to the project.

Deliverables: The following deliverables shall be provided under Task 1.6:

- One (1) copy of the Pemit Matrix.
- One (1) copy of the meeting minutes.
- One (1) copy of issued permits.

Task 1.7 - Bidding Services

The CONSULTANT staff will assist the VILLAGE in the preparation of the bid documents, attend pre-bid meetings, respond to questions from prospective bidders, and review bid documents to determine with a recommendation for award of the construction contract.

- The CONSULTANT shall assist the VILLAGE in preparing the bid documents, including incorporating the VILLAGE's front-end documents.
- The CONSULTANT shall attend the pre-bid meeting. The CONSULTANT shall respond to questions from prospective bidders.
- The CONSULTANT shall provide supplemental information to prospective bidders as required during the bidding process through the issuance of addenda
- The CONSULTANT shall review all bids to determine the most responsible and responsive bidder and provide the VILLAGE with a recommendation for award of the construction contract.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANT'S responsibility to verity accuracy.
- It is the CONSULTANT's responsibility to verity existing geometry is acceptable to all permitting agencies.
- VILLAGE shall provide all available data applicable to this project including topographic survey and Hydrologic/Hydraulic modeling for current conditions.
- The CONSULTANT will not perform a topographic survey.
- The VILLAGE shall Pay regulatory fees related to plans review, permit issuance, printing, and time extensions beyond the Consultant's control.
- The CONSULTANT will not obtain Site Plan approval and platting are not included in this proposal.
- The Consultant will not perform the following services which are not included in this proposal.
    - Environmental Site Assessment
    - Water Quality Modeling
    - Landscaping Design Services
    - Lighting Design services
    - Material Testing
    - Traffic Studies, Signalization, MOT, and Zoning Assistance
    - Community Outreach, Public Meetings
    - Inspection Services During Construction
    - Post Design Services, Pre-Construction Meetings, Shop Drawings reviews

- The Consultant will not perform any work related to utility relocation, and utility relocation design is not included in this proposal.
- The Consultant will not attend or prepare for public hearings, commission meetings, or regulatory meetings other than those listed in the scope of work.

ADDITIONAL SERVICES

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

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1.1 – 1.6 within 300 days of the written Notice to Proceed. Task 1.7 schedules shall be determined based on the bid dates and construction award period.

PROJECT FUNDING

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

METHOD OF COMPENSATION

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

TERMS OF COMPENSATION

Services will be provided for the following amounts:

Task 1.1-Project Coordination & Data Collection	Lump Sum	$ 72,820.00
Task 1.2 - 30% Design	Lump Sum	$ 120,035.00
Task 1.3 - 60% Design	Lump Sum	$ 129,590.00
Task 1.4 - 90% Design	Lump Sum	$ 119,780.00
Task 1.5 – 100% Design	Lump Sum	$ 76,330.00
Task 1.6 – Permitting	T&M	$ 47,240.00
Task 1.7 – Bid Support	T&M	$ 17,240.00
Geotechnical Field Investigation	Lump Sum	$15,183.72
Grand Total		**$ 598,218.72**

VILLAGE CONTACTS

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

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Consultant POC

Carmen Olazabal, P.E.
Director, Sustainability & Resilience
Email: carmen.olazabal@exp.com
Phone: 1 (786) 774-5388
201 Alhambra Cir, Suite 800,
Coral Gables, FL 33134

Kyle Henry
Vice President – Business Development
Email: kyle.henry@exp.com
Phone: 1 (561)329-9263
201 Alhambra Cir, Suite 800,
Coral Gables, FL 33134

SIGNATURE PAGE
NORTH BAY VILLAGE

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

By: Marlon Lobban
Marlon Lobban
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ ___Manager Purchasing Authority (§36.25 Village Code)
☐ ___Resolution No. _____

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

EXP US SERVICES, INC

_____

_____
[Print Name, check title]

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

ATTEST:

_____
Secretary

_____
[Print 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

Exhibit A – Work Break Down Fee Schedule

EXP – Work Break Down Fee Schedule

Exhibit A – Work Break Down Fee Schedule EXP US Services, Inc

Position	Name & (Company)	Labor Multiplier [1]	Hourly Rate [2]	Loaded Hourly Rate [1x2]	Contract Max. Rate	Task 1.1 - Project Coordinatoin & Data Collection (Lump Sum)		Task 1.2 - 30% Design (Lump Sum)		Task 1.3 - 60% Design (Lump Sum)		Task 1.4 - 90% Design (Lump Sum)		Task 1.5 - 100% Design (Lump Sum)		Task 1.6 - Permitting (T & M)		Task 1.7 - Bid Support (T & M)		Costs	
Consultant			$	$	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$
Principal Engineer	Carmen Olazabal PE				295.00	6	$ 1,770.00	9	$ 2,655.00	6	$ 1,770.00	6	$ 1,770.00	6	$ 1,770.00	4	$ 1,180.00	4	$ 1,180.00	41	$ 12,095.00
Project Manager	Reynaldo Abreu				235.00	24	$ 5,640.00	30	$ 7,050.00	30	$ 7,050.00	36	$ 8,460.00	16	$ 3,760.00	30	$ 7,050.00	20	$ 4,700.00	186	$ 43,710.00
Senior Project Engineer	Jorge Acevedo,PE				230.00	96	$ 22,080.00	32	$ 7,360.00	42	$ 9,660.00	24	$ 5,520.00	24	$ 5,520.00	90	$ 20,700.00	20	$ 4,600.00	328	$ 75,440.00
Senior Designer	Adriana Ferrera, PE				135.00	144	$ 19,440.00	90	$ 12,150.00	90	$ 12,150.00	70	$ 9,450.00	40	$ 5,400.00	50	$ 6,750.00	8	$ 1,080.00	492	$ 66,420.00
CADD	Yanet Aguila				115.00	130	$ 14,950.00	120	$ 13,800.00	120	$ 13,800.00	80	$ 9,200.00	100	$ 11,500.00	60	$ 6,900.00	8	$ 920.00	618	$ 71,070.00
Project Engineer	Fabrizio Rossi				190.00	30	$ 5,700.00	30	$ 5,700.00	24	$ 4,560.00	24	$ 4,560.00	16	$ 3,040.00	16	$ 3,040.00	8	$ 1,520.00	148	$ 28,120.00
Senior Designer	Alexander Klonaris				135.00	24	$ 3,240.00	80	$ 10,800.00	60	$ 8,100.00	80	$ 10,800.00	80	$ 10,800.00	12	$ 1,620.00	24	$ 3,240.00	360	$ 48,600.00
Task Sub-totals						**454**	**$72,820.00**	**391**	**$59,515.00**	**372**	**$57,090.00**	**320**	**$49,760.00**	**282**	**$41,790.00**	**262**	**$47,240.00**	**92**	**$17,240.00**	**2173**	**$345,455.00**

Summary of Reimbursable Expenses

Units	No. of		$/Unit		Total
Reimbursables Allowance					
Permit					
			Reimbursable Expense		

Proposal Summary

Geotechnical			**$15,183.72**
Design EXP			**$345,455.00**
Design GF			**$237,580.00**
	Task Sub-totals		**$598,218.72**
	10 % Allowance / Contingencies		**$0.00**
	Grand Total		**$598,218.72**

Exhibit A2 – Work Break Down Fee Schedule

Gannett Fleming – Work Break Down Fee Schedule

Exhibit A2 – Work Break Down Fee Schedule - Gannett Fleming

GANNETT FLEMING

Position	Name & (Company)	Labor Multiplier [1]	Hourly Rate [2]	Loaded Hourly Rate [1x2]	Contract Max. Rate	Task 1.2 - 30% Design (Lump Sum)		Task 1.3 - 60% Design (Lump Sum)		Task 1.4 - 90% Design (Lump Sum)		Task 1.5 - 100% Design (Lump Sum)		Task 1.8 - Engineering Service During Construction		Costs	
Consultant			$	$	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$
Project Engine	Lilian Marrero				190.00	120	$ 16,720.00	46	$ 8,740.00	64	$ 12,160.00	24	$ 4,560.00	0	$ -	254	$ 42,180.00
Senior Project	Eliezer Livay				230.00	8	$ 1,840.00	10	$ 2,300.00	10	$ 2,300.00	6	$ 1,380.00	0	$ -	34	$ 7,820.00
Senior Project	Brian Seip				230.00	16	$ 3,680.00	32	$ 7,360.00	32	$ 7,360.00	16	$ 3,680.00	0	$ -	96	$ 22,080.00
Senior Project	Bryant Facey				230.00	20	$ 4,600.00	12	$ 2,760.00	28	$ 6,440.00	20	$ 4,600.00	0	$ -	80	$ 18,400.00
Senior Project	Wesley Hill				230.00	8	$ 1,840.00	32	$ 7,360.00	20	$ 4,600.00	12	$ 2,760.00	0	$ -	72	$ 16,560.00
Project Engine	Robert Pryor				190.00	48	$ 9,120.00	80	$ 15,200.00	52	$ 9,880.00	40	$ 7,600.00	0	$ -	220	$ 41,800.00
Project Engine	Kevin Smith				190.00	40	$ 7,600.00	52	$ 9,880.00	64	$ 12,160.00	24	$ 4,560.00	0	$ -	180	$ 34,200.00
Designer	Geraud Ngolo				135.00	112	$ 15,120.00	140	$ 18,900.00	112	$ 15,120.00	40	$ 5,400.00	0	$ -	404	$ 54,540.00
			Task Sub-totals			**372**	**$60,520.00**	**404**	**$72,500.00**	**382**	**$70,020.00**	**182**	**$34,540.00**	**0**	**$0.00**	**1340**	**$237,580.00**

Summary of Reimbursable Expenses

Units	No. of	$/Unit		Total
Reimbursables Allowance		miles estimate		$0.00
			Reimbursable Expense	

Proposal Summary

Design GF			**$237,580.00**
			$0.00
		Grand Total	**$237,580.00**

GANNETT FLEMING

800 NW 62nd Avenue
Suite #490
Miami, FL 33126
P: 786.845.9540
gannettfleming.com

May 13, 2024

Reynaldo Abreu

EXP, Inc.

Subject: North Bay Village - Treasure Island 90 CFS Stormwater PS – Gannett Fleming Scope of Work for Engineering Services
Continuing Consulting Engineering Services Agreement – Subconsultant to EXP, Inc.

Dear Mr. Abreu,

Gannett Fleming, Inc. (Subconsultant) is pleased to submit this draft proposal for Professional Engineering Design Services related to North Bay Village's (NBV) proposed Treasure Island 90 CFS Stormwater PS.

PROJECT BACKGROUND

The City of North Bay Village has requested the design of a stormwater PS as part of the improvement identified in the NBV master plan. The stormwater pump station is in the vicinity of Treasure Island and will consists of 40,400 gpm (equivalent to 90 cfs). The new stormwater duplex pump station systems will consist of an offline pollution control structure, trash rack/filter element, pump station wet well, valve box, energy dissipator structure, and
pipes and fittings that connect the to the new Pump Station features. A pretreatment system for pollution control comprises of a diversion weir and hydrodynamic separator (i.e., vortex generator). During smaller, low-flow storm events (i.e., first-flush), runoff will be initially diverted via the weir to the hydrodynamic separator. The separator captures and retains sediments, oil, trash, and floatables from the contributing runoff. During larger, high-flow storm events, runoff will overtop the diversion weir to maintain conveyance/discharge capacity within the system.

Gannett Fleming, Inc. subconsultant to EXP, Inc. will take the lead on the design of disciplines for process mechanical, electrical and instrumentations and controls (I&C).

SCOPE OF SERVICES

SUBCONSULTANT will be responsible for internal management, administration, and coordination throughout the assigned tasks. The Project Discipline Lead will manage the agreed upon budget and schedule for the various work activities identified herein for the period indicated in the attached Project Schedule. Other activities include:

- The SUBCONSULTANT will prepare for attendance of (1) work order kick-off meeting to discuss the scope of work, deliverables, and project schedule. This meeting will encompass all tasks in a single meeting.
- The SUBCONSULTANT shall prepare brief monthly progress summary in support of invoices to describe the work completed during the previous reporting period, anticipated work for the following period, current budget and schedule status, and any project issues requiring discussion or resolution.

Task 1.0 – Stormwater Pump Station Design

CONSULTANT will provide the following services for Task 2.0 under this agreement:

Task 1.2 30% Design Submission

- SUBCONSULTANT will perform a site visit of the area to become familiar with the project area.
- Prepare preliminary design for process mechanical, electrical, and I&C. Pump station design includes mechanical PS plan and section, mechanical details, preliminary pump sizing calculations, outfall hydraulic calculations, equipment sizing; electrical general, electrical site plan, lightning and grounding, one-line diagram, equipment elevation and panel schedules, electrical service detail; instrumentation P&IDs, misc. details. Level of detail is to a 30% preliminary design.
- Participate with meeting with FPL to support power feed coordination
- Participate in meeting to determine I&C requirements.
- Participate in design coordination.
- Assist EXP during preparation of OPCC, limited to clarification related to equipment and qualities related to responsible discipline.
- Prepare preliminary list of standard specifications
- Conduct internal QA/QC of the preliminary design package.
- Participate in preliminary design review.

Task 1.3 60% Design Submission

Further develop Intermediate Design Development for process mechanical, electrical, and I&C. from preliminary design.

- Prepare intermediate technical specifications to design development level of detail.
- Assist EXP during preparation of OPCC, limited to clarification related to equipment and qualities related to responsible discipline.
- Participate in constructability review with EXP.
- Conduct internal QA/QC of the preliminary design package.
- Participate in design development review.

Task 1.4 90% Design Submission

- Prepare 90% Plans and Construction Specifications based on comments received during the design development review.
- Participate in design coordination
- Conduct internal QA/QC of the final design package.
- Submit to EXP the 90% package for review, permitting and client comment.
- Participate in design review meeting to answer questions and provide clarification to review comments.
- Assist EXP with permitting RFIs related to Process Mechanical, Electrical, and I&C. Permitting task to be led by others. Anticipate comments from Building Department and DERM for Class II.

Task 1.5 100% Design Submission

- Prepare 100% Plans and Specifications based on comments received during the final design review and permit agencies (permit process by others).
- Conduct internal QA/QC of the Bid Documents.
- Assist with responses to bidder's written inquiries (RFI) on process mechanical, electrical, and I&C disciplines design related questions.
- Addendum to be prepared by others.

Project Deliverables:

Task 1.0:

- Electronic deliverable of the 30% Preliminary Design Package to EXP
- Electronic deliverable of the 60% Design Submittal to EXP
- One Electronic deliverable of the 90% Design Submittal, signed and sealed documents for permitting purposes.
- One Electronic copy of the 100% Design Submittal signed and sealed for responsible discipline.

Project Assumptions:

- EXP to provide native AutoCad files with standard borders and project site for design collaboration.
- Survey, geotechnical, and proposed linework to be provided by the EXP in CADD format for use in completing the plans.
- Site Civil by others (including pollution prevention plans, site clearing and grubbing; grading and drainage; site plans, generals sheets, demolition plans)
- Pump Station features will follow Typical detail as per Appendix Y of NBV's Master Plan. Assumes duplex, constant speed configuration for the pumping system.
- Assumes evaluation different pre-treatment and pump technologies is not required.
- The City design review period for each submittal will be 2-weeks, with the review meeting conducted mid-review period.
- The review meetings are anticipated to be virtual and facilitated by the CONSULTANT; it is assumed that meeting attendees will attend and provide feedback for deliverables to be completed within the timeframes of the attached schedule.
- It is assumed, for purposes of this proposal, that there are no environmentally sensitive areas within or adjacent to the task locations. Environmental services and permitting are not included in the scope of work.
- Design does not include an emergency generator
- Design does not include SCADA.
- Real Estate coordination by Others

- All permit fees will be paid by the Others.
- Permitting process and coordination to be led by Others
- Geotechnical Engineering and Topographical Survey Services by Others
- Traffic Control Plan will be provided by others

Schedule

CONSULTANT will endeavor to complete the work activities in coordination with EXP's schedule anticipated to be done in sequential approach without extended period of interruptions other than required for deliverable reviews.

Compensation

CONSULTANT agrees to provide the scope of services above for a not to exceed compensation of $237,580.00 to be invoiced monthly in accordance with CONSULTANT's estimated percent complete. Progress reports and invoices will be prepared and itemized based on task items as listed below. CONSULTANT will manage work hours between tasks and employee classifications, and/or utilize other appropriate employee classifications, provided that the work assignment total fee is not exceeded.

GANNETT FLEMING

800 NW 62nd Avenue
Suite #490
Miami, FL 33126
P: 786.845.9540
gannettfleming.com

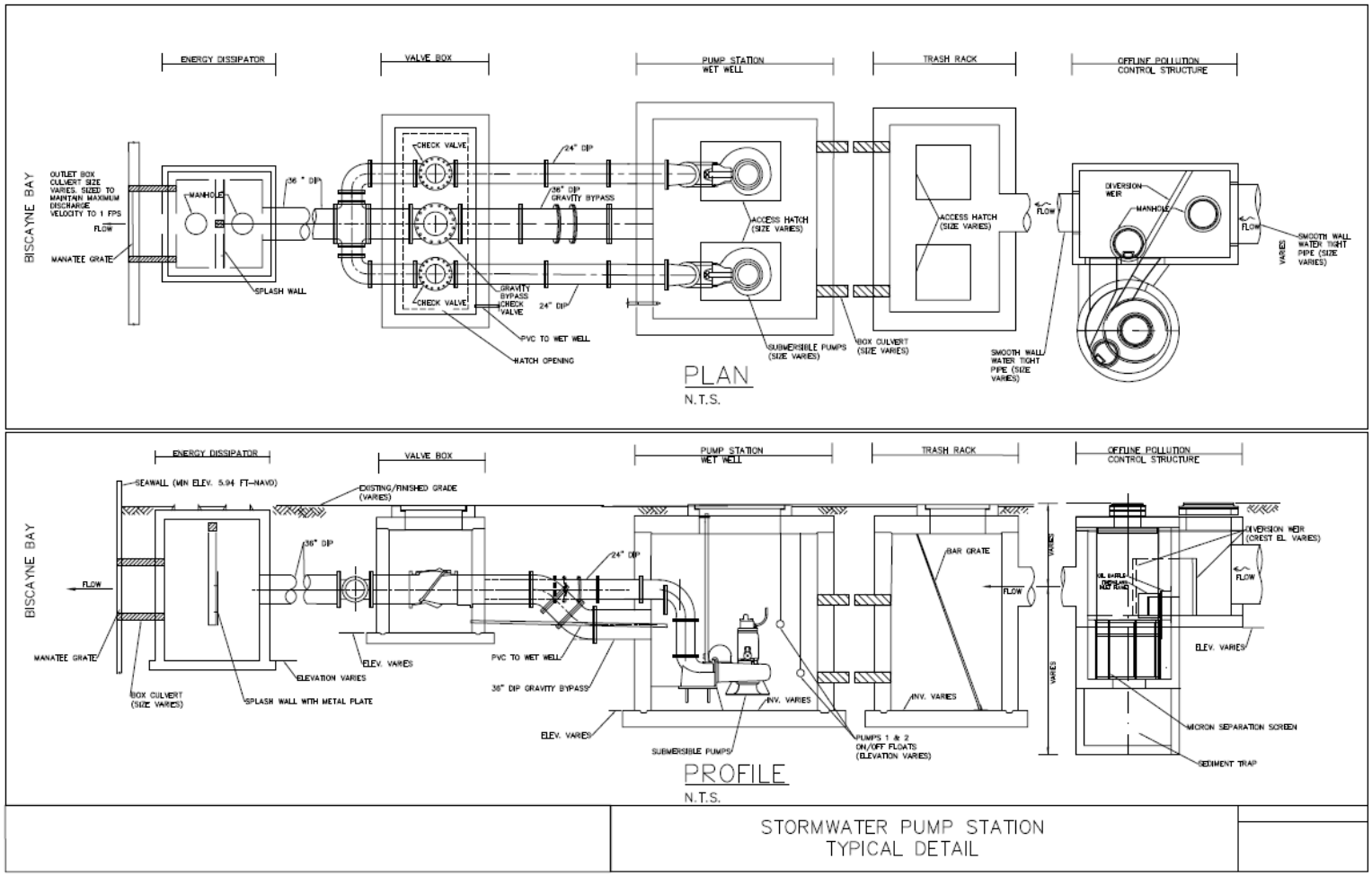


Exhibit B – Location Map

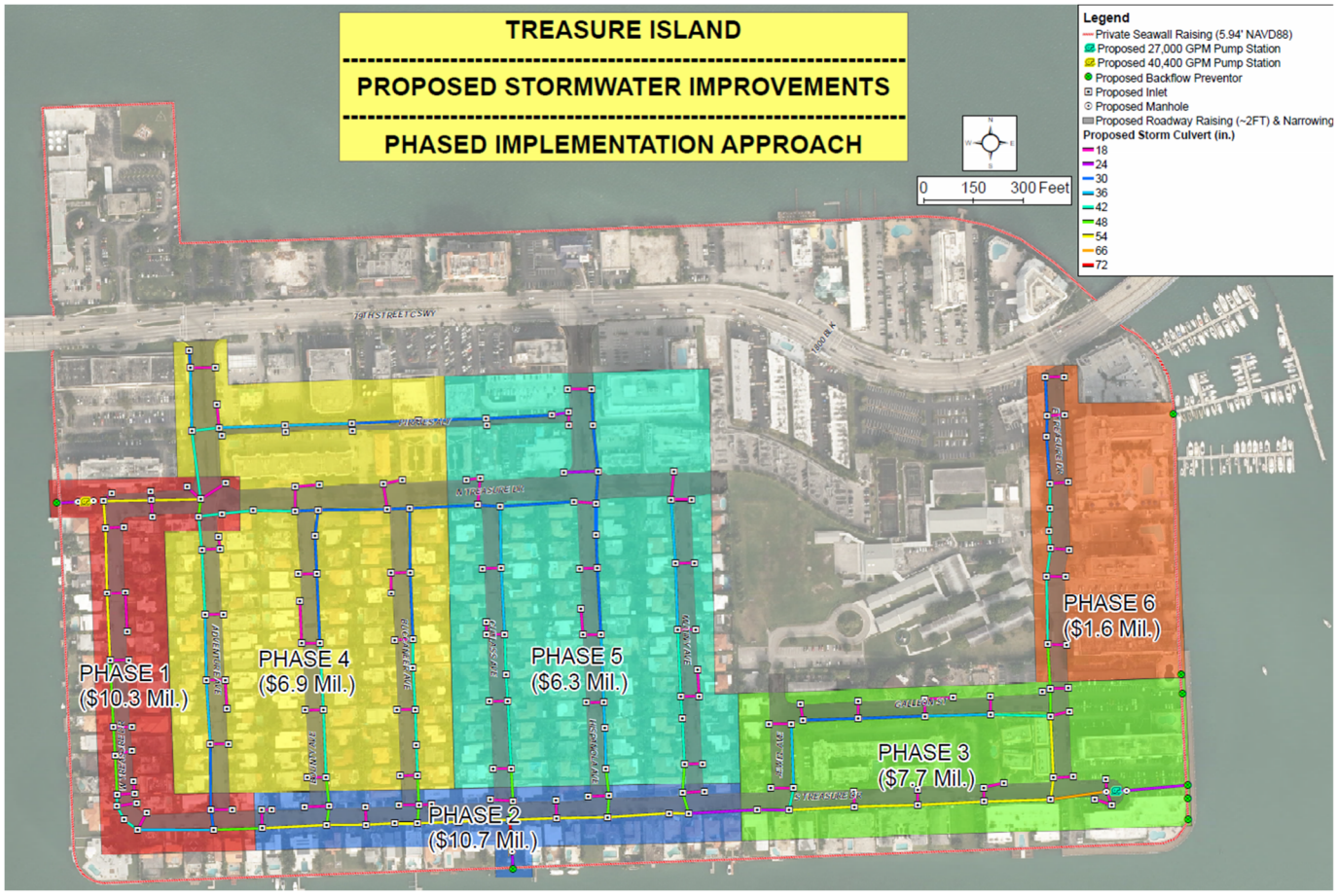


Exhibit C – Project Tentative Schedule

SCHEDULE OF DELIVERABLES		
TASK	**Project Activity**	**Days from NTP**
1.1	Project Coordination & Data Collection	300
1.2	30% Design Submission	90
1.3	60% Design Submission	150
1.4	90% Design Submission	180
1.5	100% Design Submission	210
1.6	Permitting	300
1.7	Bid Support Services	*

* Task 1.7 schedule shall be determined based on the bid dates and construction award period.

WORK ORDER No. CMA2401

Dated this 30th day of May, 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

TREASURE ISLAND DRAINAGE IMPROVEMENTS – PHASE II

PROFESSIONAL SERVICES

This Task Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Name of Firm, LLC (or applicable entity designation), a limited liability company (or applicable entity designation) authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Continuing General Professional Engineering and Architectural Services Agreement dated _____ ("MASTER AGREEMENT").

PROJECT DESCRIPTION

To mitigate existing and projected future flooding conditions on Treasure Island, a new pressurized drainage system will be required with sufficient capacity to capture, convey, and discharge stormwater runoff in a timely manner. The Storm Water Master Plan (SWMP) splits Treasure Island into six (6) improvement basins. CMA has been asked to provide a scope/fee proposal for the aforementioned improvements to Phase II. Phase II is comprised of the S Treasure Drive right of way, from approximately 120' east of Adventure Ave. to approximately 100' east of Hispaniola Ave. (roughly 1,1470LF total).

Based on initial analyses and multiple model iterations performed in the Storm Water Master Plan, it was determined that at least three (3) pump stations would be needed. Two (2) of these pump stations would each have a capacity of about 40,400 GPM, which is approximately equivalent to 90 CFS. The third pump would have a capacity of about 27,000 GPM, being equivalent to about 60 CFS. Phase II includes one of these pump stations. The Phase II pump station will feature two (2) pumps.

The following proposal shall include the design, permitting and bid support services for a new storm water conveyance system, pump station (including deep injection well(s)), and associated pavement restoration and potable water main relocation (associated with the pump station siting near Cutlass Ave.) for the Phase II basin as outlined in the SWMP.

SPECIFIC SCOPE OF SERVICES

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

Task 1 – Project Coordination & Data Collection

- CONSULTANT shall provide general project and contract oversight during all phases of this project scope.
- Task shall include sub-consultant coordination and communication. The CONSULTANT shall serve as the sole point of contact with the client.
- Activities to include:
    a. Site visits, as required to accompany sub-consultant.
    b. Meetings facilitation.
    c. Contract administration on behalf of the CONSULTANT.
    d. Planning and execution of the overall project.
    e. Client communications and coordination.
- Site reconnaissance
- Data gathering as required for design of proposed improvements.
- Consultant shall visit the site as necessary to become familiar with and/or document current site conditions.
- Conduct existing utilities information coordination, via Sunshine 811 Design Ticket and as-built requests.
- Consultant shall prepare packages with GIS based maps to acquire available information from the utility providers for water, sewer, drainage, power, gas, etc. as appropriate to acquire existing information.
- Review the Village-provided topographic survey.
- The CONSULTANT shall provide geotechnical exploration of the site, including two (2) Standard Penetration Tests (SPTs) to a depth of 40' near the proposed location of the stormwater pump station, and 4 SPTs to a depth of 15' along the project limits as required for the completion of the design, permitting, and construction of the project. The CONSULTANT shall provide one (1) hard copy and one (1) CD of the report to the VILLAGE's Project Manager. This report shall be signed and sealed by a Professional Engineer registered in the State of Florida and shall contain, at a minimum, project vicinity map, plan view showing the location of borings, basis and results of tests performed, detailed description of findings, recommendations, and an executive summary.

Deliverables: The following deliverables shall be provided under Task 1:

- One (1) hard copy and one (1) CD of the Geotechnical Report.
- Monthly progress updates, as applicable.
- Meeting minutes (as applicable)

Task 2 - 30% Design Submission

- The CONSULTANT shall identify key constructability issues.
- The CONSULTANT shall perform a limited hydraulic model refinement (overall Island storm water model is to be provided by the VILLAGE) using ICPR V4 as necessary to design the pump station to provide the established Flood Protection Level of Service (FPLOS).

- The CONSULTANT shall submit conceptual engineering plans to a 30% level of completion, for VILLAGE review. The design drawings shall be submitted in 11" x 17" plan sheets. The VILLAGE shall provide comments to the CONSULTANT within five (5) business days of receiving the submittal.
- Draft Table of Contents (TOC) for preliminary technical specifications
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record, and submit meeting minutes to the VILLAGE.
- The CONSULTANT shall prepare a construction cost estimate.
- The CONSULTANT shall submit an updated project schedule in Microsoft Project as part of this submittal package.

Deliverables: The following deliverables shall be provided under Task 2:

- Three (3) original sets of the 30% design package (11" x 17" plan sheets), together with one (1) electronic copy.
- One (1) copy of any applicable meeting minutes.
- One (1) copy of the preliminary engineer's opinion of probable cost
- One (1) copy of the Draft Table of Contents (TOC) for preliminary technical specifications
- One (1) copy of the updated project schedule.

Task 3 - 60% Design Submission

- The CONSULTANT shall incorporate the review comments from the 30% design submission in the 60% plans submission.
- 60% design submission shall include, at a minimum, the following:
    - Cover page
    - Key Sheet
    - General Notes
    - Plan Sheets (for pipes and outfall/Injection wells) including utilities, conflicts, and relocations.
    - Plan Sheets (Pump Station and Valve Vault) plan view, cross section, and details.
    - Drainage Profiles
    - Civil Detail Sheets
    - Mechanical Details Sheets
    - Electrical Detail Sheets
    - Structural Detail Sheets
- The CONSULTANT shall submit plans, and preliminary specifications for VILLAGE review. The design drawings shall be submitted in 11" x 17" plan sheets. The VILLAGE shall provide comments to the CONSULTANT within five (5) business days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.
- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for VILLAGE review and approval.
- The CONSULTANT shall update the engineer's opinion of probable cost.

Deliverables: The following deliverables shall be provided under Task 3:

- Three (3) original sets of the 60% design package (11" x 17" plan sheets), together with one (1) electronic copy.
- One (1) copy of the preliminary technical specifications.
- One (1) copy of any applicable meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the updated engineer's opinion of probable cost

Task 4 - 90% Design Submission

- The CONSULTANT shall incorporate the review comments from the 60% design submission in the 90% design submission.
- The 90% design submission shall include, at a minimum, the following:
    - Cover page
    - Key Sheet
    - General Notes
    - Plan Sheets (for pipes and outfall/ Injection well) including utilities, conflicts, and relocations.
    - Plan Sheets (Pump Station and Valve Vault) plan view, cross section, and details.
    - Drainage profiles
    - Civil Detail Sheets
    - Mechanical Details Sheets
    - Electrical Detail Sheets
    - Structural Detail Sheets
    - Standard Details
    - SWPPP
- The CONSULTANT shall submit the plans, and specifications for VILLAGE review. The design drawings shall be submitted in 11" x 17" plan sheets. The VILLAGE shall provide comments to the CONSULTANT within five (5) business days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.
- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for VILLAGE review and approval.
- The CONSULTANT shall update the engineer's opinion of probable cost.

Deliverables: The following deliverables shall be provided under Task 4:

- Three (3) original sets of the 90% design package (11" x 17" plan sheets), one (1) electronic copy.
- One (1) copy of the technical specifications
- One (1) copy of any applicable meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the engineer's opinion of probable cost

Task 5 – 100% Design Submission

- The CONSULTANT shall incorporate the review comments from 90% design submission in the 100% design submission.
- The 100% design submission shall include, at a minimum, the following:
    - Cover page
    - Key Sheet
    - General Notes
    - Plan Sheets (for pipes and outfall/ Injection well) including utilities, conflicts, and relocations.
    - Plan Sheets (Pump Station and Valve Vault) plan view, cross section, and details.
    - Drainage profiles
    - Civil Detail Sheets
    - Mechanical Details Sheets
    - Electrical Detail Sheets
    - Structural Detail Sheets
    - Standard Details
    - SWPPP
- The CONSULTANT shall submit the 100% design submission for VILLAGE review. The design drawings shall be submitted in 11" x 17" plan sheets. The VILLAGE shall provide comments to the CONSULTANT within five (5) business days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.
- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for VILLAGE review and approval.
- The CONSULTANT shall prepare a final engineer's opinion of probable cost.
- Once all comments are addressed, or if no comments or corrections are necessary, the CONSULTANT shall submit the Final Plans and Specifications, and other documents to the VILLAGE.

Deliverables: The following deliverables shall be provided under Task 5:

- Three (3) original sets of the 100% design package (11" x 17" plan sheets), together with an electronic copy.
- Three (3) original sets, signed and sealed of the Final Plans and Specifications 100% design package (24" x 36" plan sheets), together with one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the final engineer's opinion of probable cost.

Task 6 - Permitting

- The CONSULTANT shall obtain all required permits from the VILLAGE, regulatory agencies, and authorities having jurisdiction, for this project.
- The CONSULTANT shall respond to all permit comments from the VILLAGE, regulatory agencies, or authorities having jurisdiction.

- The CONSULTANT shall attend permit meetings with VILLAGE, regulatory agencies, and authorities having jurisdiction, as necessary, record and prepare meeting minutes, and provide said documentation to the VILLAGE.
- The CONSULTANT is responsible for determining which permits are required and which agencies are applicable to the project.

Deliverables: The following deliverables shall be provided under Task 6:

- One (1) copy of the Pemit Matrix.
- One (1) copy of the meeting minutes.
- One (1) copy of issued permits.

Task 7 – Bid Support Services

- The CONSULTANT shall assist the VILLAGE in preparing the bid documents, including incorporating the VILLAGE's front-end documents.
- The CONSULTANT shall attend the pre-bid meeting. The CONSULTANT shall respond to questions from prospective bidders.
- The CONSULTANT shall provide supplemental information to prospective bidders, via the Village, as required during the bidding process.
- The CONSULTANT shall review all bids to determine the most responsible and responsive bidder and provide the VILLAGE with a recommendation for award of the construction contract.

Deliverables: The following deliverables shall be provided under Task 7:

- One (1) copy of meeting minutes.
- One (1) copy of response questions
- One (1) copy of review documents and recommendations

END OF SCOPE OF WORK

PROPOSAL ASSUMPTIONS

- VILLAGE shall provide the CONUSULTANT with access to site as required.
- VILLAGE shall provide existing/as-built electronic CAD files, if available.
- VILLAGE shall provide a current topographic survey of the project site, suitable for use are the basis of the requisite engineering design and permitting of the project in electronic (CAD) format. A signed a sealed (by a Florida licensed Surveyor) shall be provided to the CONSULTANT. Signed and sealed surveys shall be provided, as required for permit submittals. The CONSULTANT shall verify existing geometry is acceptable to all permitting agencies. Any required revisions shall be the responsibility of the VILLAGE.
- This proposal assumes a single-phase design/construction approach.
- This proposal assumes that existing roadway elevations are to remain (no regrading or roadway raising). Existing slopes, high points, low points, curb elevations, etc. are to

remain. Roadway milling and resurfacing may be included as part of the engineering design as part of the CONSULTANTS scope of work.

- Since this drainage collection system is to be interconnected to other, adjacent phases (not a part of this scope of work/proposal), the CONSULTANT shall assume design up to the last storm water structure within the project limits with provision for a 'knock out' at the required invert elevation for future connection.
- The storm water pump station shall be located completely within the existing public Right of Way. No private property improvements are included whatsoever.
- The specified pump station access hatches shall be water-tight and traffic rated.
- Any services beyond the bid support phase (during construction, certification, etc.) are specifically excluded from this proposal.
- Any work associated with existing or proposed sea walls is specifically excluded from this proposal.
- The proposed pump station discharge shall be via deep injection well(s).
- It is understood that a Reasonable Assurance Report (RAR) and associated test well will be required for the design and permitting of the injection wells. The RAR and test well are specifically excluded form this proposal and are to be provided by the owner.
- This proposal assumes that potable water main relocations shall be required at the intersection of S Treasure Dr. and Cutlass Ave. Said WM relocation design is included in this proposal. No relocation or modification to the existing sanitary sewer system is anticipated.
- Landscaping/Arborist services are specifically excluded from this proposal.
- Construction phasing, specific MOT design (outside of standard FDOT index callouts), dewatering design or bypass design of any kind are specifically excluded from this proposal.
- The island-wide (Treasure Island) hydraulic modeling has previously been performed via the Village Storm Water Master Plan. The 2D ICPR hydraulic model shall be provided to the CONSULTANT for use during their model 'refinement' for the subject project limits to meet the established Flood Protection level of Service (FPLOS). Drainage improvements shall be designed for year 2060 future conditions, as applicable. The BODR will be submitted to the VILLAGE for review and feedback prior to the 30% design deliverable for incorporation into the design.
- Drainage improvements will be designed to meet the required Flood Protection Level of Service (FPLOS) which includes the 5-yr, 24-hr storm event for roadway design and 100-yr, 72-hr storm event for minimum building finished floor elevation.
- MOT is limited to standard FDOT indexes. Should specific MOT plans be required, CMA shall provide an additional services proposal accordingly.
- The VILLAGE shall be responsible for all permit fees.

ADDITIONAL SERVICES

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

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 7 in accordance with Exhibit C – Project Tentative Schedule, contained herein.

PROJECT FUNDING

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

METHOD OF COMPENSATION

The services performed will be accomplished using a combination of Lump Sum tasks and Maximum, Not-to-Exceed tasks. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Once the VILLAGE's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the VILLAGE's accounts payable department via email (Pwdocuments@nbvillage.com) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Compensation shall be divided as follows:

Task / Description	**Lump Sum Fees**	**Not to Exceed Fees**
Task 1-Project Coordination & Data Collection		$ 29,335.91
Task 2 - 30% Design	$ 162,019.20	
Task 3 - 60% Design	$ 137,153.35	
Task 4 - 90% Design	$ 98,796.75	
Task 5 – 100% Design	$ 68,500.14	
Task 6 – Permitting		$ 34,818.22
Task 7 – Bid Support		$ 14,051.66
Subtotal	**$ 466,469.43**	**$ 78,205.79**
Structural Engineering (MUEngineers, Inc.)	$31,520.00	
Electrical Engineering (SEC Consultants, Inc.)	$29,500.00	
Geotechnical Field Investigation (PanGeo Consultants, Inc.)	$ 6,710.00	
Reimbursable Expenses	$ 5,000.00	
Grand Total	**$ 617,266.30**	

VILLAGE CONTACTS

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

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Peter Moore, PE, President and CEO
Chen Moore and Associates, Inc.
500 W Cypress Creek Rd., Suite 600, Fort Lauderdale, FL 33309
Email: pmoore@chenmoore.com
Phone: 954-730-0707

Gregory Mendez, PE, Principal Engineer / Office Leader Miami
Chen Moore and Associates, Inc.
3150 SW 38th Ave, Suite 950, Miami, FL 33146
Email: gmendez@chenmoore.com
Phone: 786-497-1500

SIGNATURE PAGE
NORTH BAY VILLAGE

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

By: _____
Marlon Lobban
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ ___Manager Purchasing Authority (§36.25 Village Code)
☐ ___Resolution No. _____

By: _____
Dr. Ralph Rosado, Ph.D, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

Chen Moore and Associates, Inc.

_____

_____
[Print Name, check title]

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

ATTEST:

_____
Secretary

_____
[Print 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

Exhibit A – Work Break Down Fee Schedule

Treasure Island Drainage Improvements - Phase II

Position	Name & (Company)	Labor Multiplier [1]	Hourly Rate [2]	Loaded Hourly Rate [1x2]	Contract Max. Rate	Task 1 - Project Coordination & Data Collection		Task 2 - 30% Design		Task 3 - 60% design		Task 4 - 90% design		Task 5 - 100% design		Task 6 - Permitting		Task 7 - Bid Support		Total Labor	Costs
Consultant			$	$	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$
Principal Engineer	Gregory Mendez, PE (CMA)	2.90	90.40	262.16	333.00	24	$ 6,291.84	56	$ 14,680.96	48	$ 12,583.68	48	$ 12,583.68	32	$ 8,389.12	40	$ 10,486.40	24	$ 6,291.84	272	$71,307.52
Project Manager		2.90		0.00	235.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$0.00
Senior Project Engineer	Michael Buick, PE (CMA)	2.90	60.65	175.89	257.00	16	$ 2,814.16	72	$ 12,663.72	80	$ 14,070.80	72	$ 12,663.72	40	$ 7,035.40	16	$ 2,814.16	4	$ 703.54	300	$52,765.50
Project Engineer	Sathvika Ramaji, PE (CMA)	2.90	52.05	150.95	190.00	54	$ 8,151.03	104	$ 15,698.28	120	$ 18,113.40	88	$ 13,283.16	56	$ 8,452.92	32	$ 4,830.24	24	$ 3,622.68	478	$72,151.71
Project Engineer	Arnaldo Roman, EI (CMA)	2.90	34.79	100.89	135.00	80	$ 8,071.28	228	$ 23,003.15	180	$ 18,160.38	100	$ 10,089.10	72	$ 7,264.15	40	$ 4,035.64	16	$ 1,614.26	716	$72,237.96
Designer	Andres Aristazabal (CMA	2.90	40.95	118.76	115.00	2	$ 230.00	280	$ 32,200.00	220	$ 25,300.00	140	$ 16,100.00	96	$ 11,040.00	8	$ 920.00		$ -	746	$85,790.00
CADD Techinician	Joseph Hall, EI (CMA)	2.90	34.00	98.60	115.00	16	$ 1,577.60	340	$ 33,524.00	260	$ 25,636.00	180	$ 17,748.00	140	$ 13,804.00	56	$ 5,521.60	8	$ 788.80	1000	$98,600.00
CADD Techinician	Alexis Valenzuela (CMA)	2.90	30.00	87.00	115.00	16	$ 1,392.00	340	$ 29,580.00	260	$ 22,620.00	180	$ 15,660.00	140	$ 12,180.00	56	$ 4,872.00	8	$ 696.00	1000	$87,000.00
Clerical / Admin	Alicia Quero (CMA)	2.90	28.84	83.64	101.00	8	$ 808.00	8	$ 669.09	8	$ 669.09	8	$ 669.09	4	$ 334.54	16	$ 1,338.18	4	$ 334.54	56	$4,683.62
			Sub-totals			**216**	**$29,335.91**	**1428**	**$162,019.20**	**1176**	**$137,153.35**	**816**	**$98,796.75**	**580**	**$68,500.14**	**264**	**$34,818.22**	**88**	**$14,051.66**	4568	**$544,536.30**
			Task Sub-totals				**$29,335.91**		**$162,019.20**		**$137,153.35**		**$98,796.75**		**$68,500.14**		**$34,818.22**		**$14,051.66**		**$544,536.30**

Summary of Reimbursable Expenses

Units	No. of		$/Unit	Total
Reimbursables Allowance				$5,000.00
PanGeo Consultants, Inc. (Geotechincal Engineering)				$6,710.00
Smith Engineering Consultants, Inc. (Electrical Engienering)				$29,500.00
MUEngineers, Inc. (Structural Engineering)				$31,520.00
			Reimbursable Expense	**$72,730.00**

Total **$617,266.30**

Exhibit B – Location Map

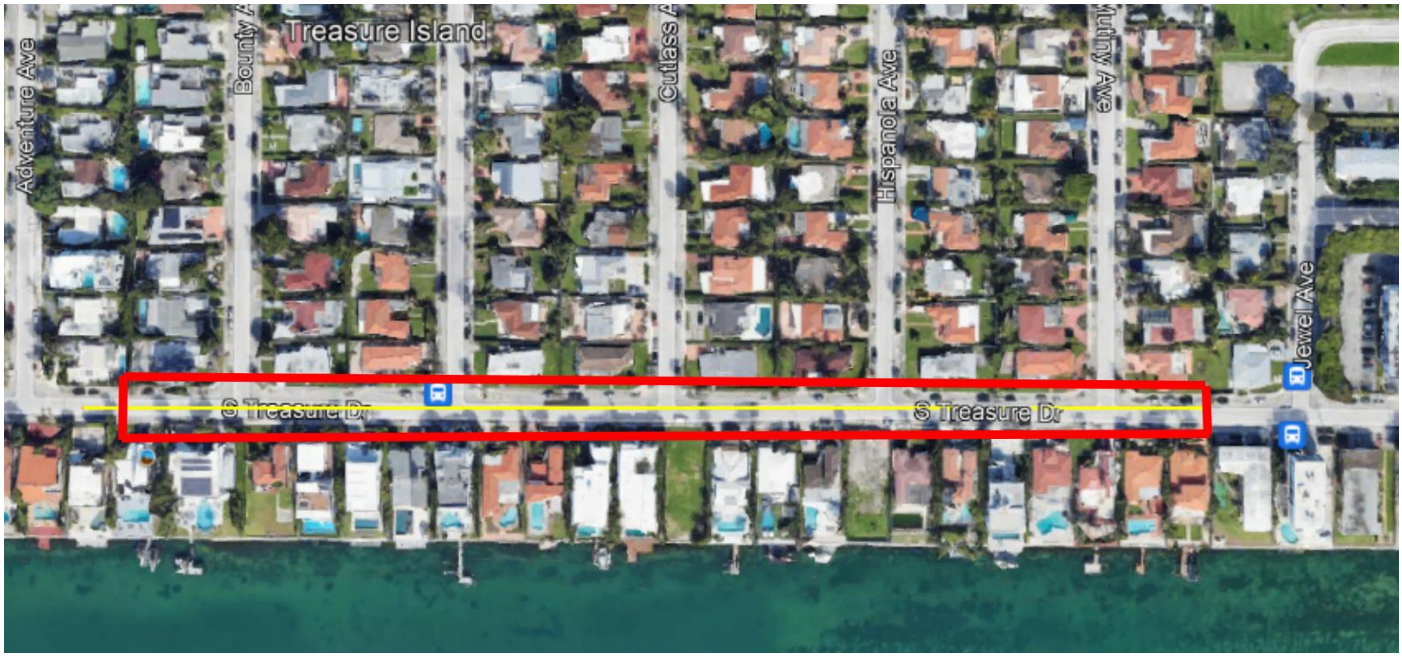
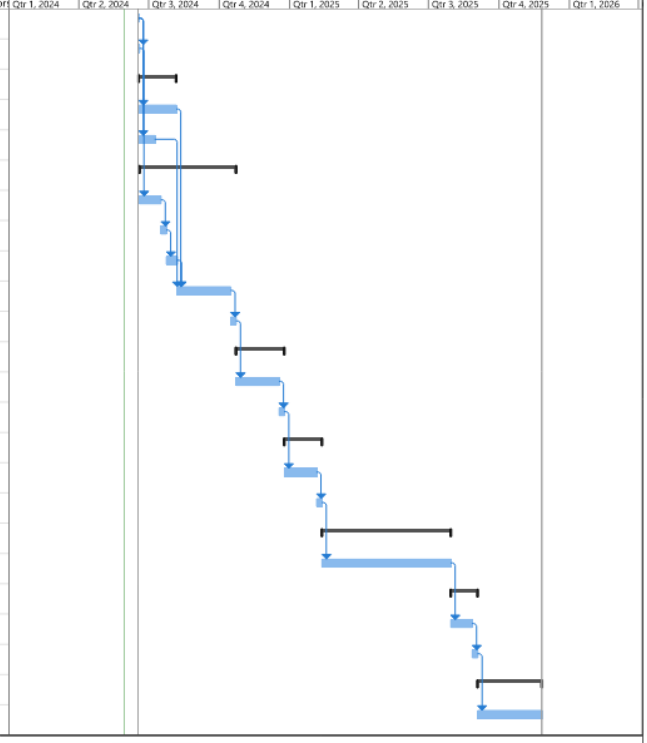


Exhibit C – Project Tentative Schedule

Preliminary Project Schedule
North Bay Village
Treasure Island Drainage Improvements - Phase II
CMA #24-0000.P0045.01

ID	Task Name	Duration	Start	Finish	Predecessors
1	**NTP**	**1 day**	**Mon 6/17/24**	**Mon 6/17/24**	
2	Kick-Off Meeting	1 day	Tue 6/18/24	Tue 6/18/24	1
3	**Task 1**	**35 days**	**Tue 6/18/24**	**Mon 8/5/24**	
4	Data Gathering, Utility coord. Site Recon.	35 days	Tue 6/18/24	Mon 8/5/24	1
5	Geotechnical Exploration	15 days	Tue 6/18/24	Mon 7/8/24	1
6	**Task 2**	**90 days**	**Wed 6/19/24**	**Tue 10/22/24**	
7	ICPR Modeling	20 days	Wed 6/19/24	Tue 7/16/24	2
8	BODR Client Review	5 days	Wed 7/17/24	Tue 7/23/24	7
9	Address Client comments & Finalize BODR	10 days	Wed 7/24/24	Tue 8/6/24	8
10	30% Construction Documents	50 days	Wed 8/7/24	Tue 10/15/24	9,4,5
11	Client Review	5 days	Wed 10/16/24	Tue 10/22/24	10
12	**Task 3**	**45 days**	**Wed 10/23/24**	**Tue 12/24/24**	
13	60% Construction Documents	40 days	Wed 10/23/24	Tue 12/17/24	11
14	Client Review	5 days	Wed 12/18/24	Tue 12/24/24	13
15	**Task 4**	**35 days**	**Wed 12/25/24**	**Tue 2/11/25**	
16	90% Construction Documents	30 days	Wed 12/25/24	Tue 2/4/25	14
17	Client Review	5 days	Wed 2/5/25	Tue 2/11/25	16
18	**Task 5**	**120 days**	**Wed 2/12/25**	**Tue 7/29/25**	
19	Permitting & Approvals*	120 days	Wed 2/12/25	Tue 7/29/25	17
20	**Task 6**	**25 days**	**Wed 7/30/25**	**Tue 9/2/25**	
21	100% Construction Documents (Issued for Bid)	20 days	Wed 7/30/25	Tue 8/26/25	19
22	Client Review	5 days	Wed 8/27/25	Tue 9/2/25	21
23	**Task 7**	**60 days**	**Wed 9/3/25**	**Tue 11/25/25**	
24	Bid & Award Support Servcices*	60 days	Wed 9/3/25	Tue 11/25/25	22



*Durations are approximate and may vary due to circumstances beyond CMA's control.

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

Author: GM
Schedule Update: REV 02 05/30/24

Page 1

WORK ORDER No. RIB2401

Dated this 24th day of May, 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NAME OF PROJECT

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and [insert name of consultant] ("CONSULTANT"), is made pursuant to the Continuing General Professional Engineering and Architectural Services Agreement (the "Agreement") dated April 4th, 2024.

PROJECT DESCRIPTION

The project consists of implementing the construction of a new stormwater pump station system to provide an upgraded flood protection level of service to Harbor Island (HI). HI drainage conditions were evaluated as part of the North Bay Village Stormwater Master Plan (SWMP). The SWMP indicates that the HI existing roadway profile is high enough and does not require raising the roadway. However, the existing drainage system composed of 9 positive gravity storm sewer systems of relatively small size do not have the conveyance capacity to handle anticipated year 2060 future Sea Level Rise (SLR) tailwater and precipitation conditions. The SWMP concludes that implementing a pressurized stormwater system is required and essential to address future sea level rise challenges including higher tailwater and rainfall events of greater magnitude and higher intensity conditions. The SWMP includes a hydrologic and hydraulic H&H ICPR V4 model developed to provide a preliminary design of the stormwater pump station system at a planning level. The H&H ICPR model results indicates a pump station with a capacity of 18,000 GPM and a stormwater trunk-line sized to be from 18" to 60" in diameter required for a pressurized system to address year 2060 SLR conditions. The pump station system components include a new stormwater trunk-line including inlets and manholes, pollution control structure (PCS) units, the trash-rake unit, the pump station wet-pit, gravity emergency bypass, energy dissipator, outfall structure, forcemain, in-line injection wells, electrical control panel, transformer and bi-fueled emergency generator. The trunk-line requires water-tight joints to minimize groundwater infiltration and optimize pump station system performance. This work order task mainly consists of further developing this SWMP concept into final design plans, drainage design documentation report and specifications for permitting and construction purposes.

GENERAL REQUIREMENTS

Design Standards

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

Quality Control

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

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

Project Schedule

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

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

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

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

SPECIFIC SCOPE OF SERVICES

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

CONSULTANT will provide engineering services to the VILLAGE to conduct analysis, design and plans for a stormwater pump station system within Harbor Island. Engineering services will include:

- Contract management (Ribbeck Engineering)
- Drainage Design (Ribbeck Engineering)
- Environmental & Permitting (Ribbeck Engineering and WGI)
- Incidental roadway including Maintenance of Traffic (MOT) and Signing and Pavement Markings (S&PM) (Ribbeck Engineering)
- Utility Coordination (Ribbeck Engineering)
- Geotechnical Design (HRES)
- Structural Design (CHA)
- Electrical Design (CHA)

The engineering services include the design of a pump station system components including a new stormwater trunk-line including inlets and manholes, pollution control structure (PCS) units, the trash-rake unit, the pump station wet-pit, gravity emergency bypass, energy dissipator, outfall structure, forcemain, in-line injection wells, electrical control panel, transformer and bi-fueled emergency generator. The trunk-line requires water-tight joints to minimize groundwater infiltration and optimize pump station system performance. The scope mainly consists of further developing this SWMP concept into final design plans, drainage design documentation report and specifications for permitting and construction purposes. Incidental work includes geotechnical exploration, utility coordination, roadway restoration, S&PM and MOT, electrical design for the pump station panel control and generator, structural design for the pump station housing and seawall retrofit in order to accommodate the new pump station outfall structure and other pump station components.

The Scope of Work is comprised of the following essential tasks:

Task 1 – Project Coordination & Data Collection (Time & Materials)
Task 2 – 30% Design Submission (Lump Sum)
Task 3 – 60% Design Submission (Lump Sum)
Task 4 – 90% Design Submission (Lump Sum)
Task 5 – 100% Design Submission (Lump Sum)
Task 6 – Permitting (Time & Materials)
Task 7 – Bid Support Services (Time & Materials)

<u>Task 1 – Project Coordination & Data Collection (Time & Materials)</u>

As part of this task, the CONSULTANT will attend six (6) monthly progress meetings to provide general project coordination and work planning. During these meetings, the status of all ongoing tasks and VILLAGE reviews will be discussed. The CONSULTANT will prepare and distribute meeting minutes for each progress meeting.

The CONSULTANT will conduct an in-depth review of the SWMP including design criteria, ICPR model input and output, GIS data and recommended phasing of the drainage improvements. In addition, the CONSULTANT will review available as-built and permit documentation information

pertaining existing storm sewer system outfall connections, existing seawall, existing sanitary pump station and any other relevant information related to the design of the project.

This task includes geotechnical exploration services to obtain geotechnical data to provide evaluations and recommendations intended for structural design, site preparation and construction. This task allocated $17,959.77 to conduct geotechnical services which includes soil borings, standard penetration tests (SPT) and sieve analysis. Additionally, geotechnical services include conducting a Reasonable Assurance Report (RAR) as optional services with a fee of $10,371.20, in case is required by the Florida Department of Environmental Protection (FDEP) during the injection well Class V permitting process; and an allowance of $500.00 for estimated permit fees to perform the soil exploration drilling. A detailed scope of work and cost from (HRES) for geotechnical services is provided in **Exhibit D**.

This task includes structural data collection for the seawall retrofit in order to accommodate the new pump station outfall structure and other pump station components; which includes gathering existing site information and design standards. The CONSULTANT will retain **CHA** to perform the structural and electrical design services associated with the pump station design. **CHA** scope and fee are included in **Exhibit E**.

This task includes environmental services including conducting a benthic resource survey of the area of seawall to be replaced and submerged bottom area immediately waterward of the seawall/rip-rap at the proposed outfall location. Document findings in a report/memorandum to be included with regulatory applications. The CONSULTANT will retain **WGI** to perform the environmental data collection and to handle the following environmental permits:

- Miami Dade County DERM Class I Permit
- South Florida Water Management District Individual Permit
    - Florida Department of Environmental Protection – Sovereign Submerged Lands Easement
- U.S. Army Corps of Engineers - Section 10 Permit

design services associated with the pump station design. **WGI** scope and fee are included in **Exhibit F**.

Survey will be provided by the VILLAGE as directed during the scope clarification meeting. This proposal does not include any hours for SUE (subsurface utility exploration) and assumes that permitting fees will be handled by the VILLAGE.

Deliverables:

- Monthly Project Status Reports thru completion of the project (electronic)
- Geotechnical Scope and associated work products (electronic)

Task 2 - 30% Design Submission (Lump Sum)

As part of this design phase the CONSULTANT will conduct a H&H modeling in ICPR V4 to further refine the model developed under the SWMP planning phase. The refined model will address design phase items including utilities, constructability, permitting and field conditions that may have not been identified during the planning phase. Drainage design criteria and design parameters will be consistent with the SWMP. Drainage improvements will be designed for year 2060 future conditions.

Drainage improvements will be designed to meet the required Flood Protection Level of Service (FPLOS) which includes the 5-yr, 24-hr storm event for roadway design and 100-yr, 72-hr storm event for minimum building finished floor elevation. Additionally, the 25-yr, 72-hr storm event will be also simulated to establish pre- versus post-development peak discharges and stages lately required for ERP permitting purposes by the SFWMD. The BODR will be submitted to the VILLAGE for review and feedback. This feedback will be incorporated into the pump station design and revisions to the BODR will be made accordingly.

The CONSULTANT will develop 30% preliminary plans including a site plan of the pump station system and the stormwater trunk-line based on revised BODR findings and recommendations.

Following completion of the modeling effort, the CONSULTANT staff will open a design ticket to assess the potential utility conflicts associated with the proposed design.

- The CONSULTANT shall identify key constructability issues.
- The VILLAGE will provide a topographic survey by a Florida Registered Surveyor to locate all above ground and underground features, and any additional data required for the completion of the design, permitting, and construction of the project.
- The CONSULTANT shall submit the plans, and specifications, for VILLAGE review. The design drawings shall be submitted in 11” x 17” plan sheets. The VILLAGE shall provide comments to the CONSULTANT within 14 days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record, and submit meeting minutes to the VILLAGE.
- The CONSULTANT shall prepare a construction cost estimate and make the changes to the design if needed to have it within the proposed budget.
- The CONSULTANT shall submit an updated project schedule in Microsoft Project as part of this submittal package.

Deliverables: The following deliverables shall be provided under Task 2:

- Three (3) original sets of the 30% design package (11” x 17” plan sheets), together with one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of the construction cost estimate.
- One (1) copy of updated project schedule.

Task 3 - 60% Design Submission (Lump Sum)

- The CONSULTANT shall incorporate the review comments from the 30% design submission in the 60% plans submission. The 60% design submission shall include, at a minimum, the following:
  - Cover Page
  - General Notes
  - Tabulation of quantities
  - Drainage Plans
  - Drainage Structure Data Tabulation
  - Pump Station Drainage Details
    - Pollution Control Structure Details

    - Pump Station Trash-Rake Unit Details
    - Pump Station Wet-Pit Details
    - Pump Station Hatch Details
    - Pump Station Energy Dissipator Details
    - Pump Station Forcemain Details
    - Pump Station Outfall Structure Details
    - Pump Station Emergency Gravity Bypass/Sluice Gate Details
    - Pump Station General Notes and Specifications
    - Injection Well Drainage Details
  - Erosion Control & SWPPP
  - Traffic Control Plans
  - Structural Plans
  - Electrical Plans
- The CONSULTANT shall provide one (1) hard copy and one (1) CD of the report to the VILLAGE's Project Manager. This report shall be signed and sealed by a Professional Engineer registered in the State of Florida and shall contain, at a minimum, project vicinity map, plan view showing the location of borings, basis and results of tests performed, detailed description of findings, recommendations, and an executive summary.
- The CONSULTANT shall submit plans, and specifications for VILLAGE review. The design drawings shall be submitted in 11" x 17" plan sheets. The VILLAGE shall provide comments to the CONSULTANT within 14 days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.
- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for VILLAGE review and approval.
- The CONSULTANT shall prepare a construction cost estimate and make the changes to the design if needed to have it within the proposed budget.

Deliverables: The following deliverables shall be provided under Task 3:

- Three (3) original sets of the 60% design package (11" x 17" plan sheets), together with one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.
- One (1) hard copy and one (1) CD of the Geotechnical Report.

Task 4 - 90% Design Submission (Lump Sum)

- The CONSULTANT shall incorporate the review comments from the 60% design submission in the 90% design submission. The 90% design submission shall include, at a minimum, the following updated plans:
  - Cover Page
  - General Notes
  - Tabulation of quantities
  - Drainage Plans

- Drainage Structure Data Tabulation
- Pump Station Drainage Details
    - Pollution Control Structure Details
    - Pump Station Trash-Rake Unit Details
    - Pump Station Wet-Pit Details
    - Pump Station Hatch Details
    - Pump Station Energy Dissipator Details
    - Pump Station Forcemain Details
    - Pump Station Outfall Structure Details
    - Pump Station Emergency Gravity Bypass/Sluice Gate Details
    - Pump Station General Notes and Specifications
    - Injection Well Drainage Details
- Erosion Control & SWPPP
- Traffic Control Plans
- Structural Plans
- Electrical Plans

- The CONSULTANT shall submit the plans, and specifications for VILLAGE review. The design drawings shall be submitted in 11" x 17" plan sheets. The VILLAGE shall provide comments to the CONSULTANT within twenty (20) business days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.
- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for VILLAGE review and approval.
- The CONSULTANT shall prepare a construction cost estimate and make the changes to the design if needed to have it within the proposed budget.

Deliverables: The following deliverables shall be provided under Task 4:

- Three (3) original sets of the 90% design package (11" x 17" plan sheets), one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.

Task 5 – 100% Design Submission (Lump Sum)

- The CONSULTANT shall incorporate the review comments from 90% design submission in the 100% design submission. The 100% design submission shall be complete.
- The CONSULTANT shall submit the 100% design submission for VILLAGE review. The design drawings shall be submitted in 11" x 17" plan sheets. The VILLAGE shall provide comments to the CONSULTANT within 10 business days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.
- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for VILLAGE review and approval.

- The CONSULTANT shall prepare a construction cost estimate, and make the changes to the design if needed to have it within the proposed budget.
- Once all comments are addressed, or if no comments or corrections are necessary, the CONSULTANT shall submit the Final Plans and Specifications, and any other document required for a complete design.by the VILLAGE. CONSULTANT shall provide three (3) original signed and sealed sets of the Final Design Package (24" x 36" plan sheets), together with an electronic copy.

Deliverables: The following deliverables shall be provided under Task 5:

- Three (3) original sets of the 100% design package (11" x 17" plan sheets), together with an electronic copy.
- Three (3) original sets, signed and sealed of the Final Plans and Specifications 100% design package (24" x 36" plan sheets), together with an one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.

Task 6- Permitting (Time & Materials)

- The CONSULTANT shall obtain all required permits from the VILLAGE, regulatory agencies, and authorities having jurisdiction, for this project.
- The CONSULTANT shall respond to all permit comments from the VILLAGE, regulatory agencies, or authorities having jurisdiction.
- The CONSULTANT shall attend permit meetings with VILLAGE, regulatory agencies, and authorities having jurisdiction, record and prepare meeting minutes, and provide documentation to the VILLAGE.
- The CONSULTANT is responsible for determining which permits are required and which agencies are applicable to the project.

Task 7 - Bidding Service (Time & Materials)

- The CONSULTANT shall assist the VILLAGE in preparing the bid documents, including incorporating the VILLAGE's front-end documents.
- The CONSULTANT shall attend the pre-bid meeting. The CONSULTANT shall respond to questions from prospective bidders.
- The CONSULTANT shall provide supplemental information to prospective bidders as required during the bidding process through the issuance of addenda

Task 8 - Post Design Services (Time & Materials)

- Post Design services will be negotiated at a later time.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verity accuracy.
- VILLAGE shall handle any Public Information task.
- It is the CONSULTANT's responsibility to verity existing geometry is acceptable to all permitting agencies.
- Survey will be provided by the VILLAGE as directed during the scope clarification meeting.
- Scope does not include SUE (subsurface utility exploration) efforts.
- Payment of application and permit fees will be made by the VILLAGE. The CONSULTANT staff will request checks from the VILLAGE prior to the submittal of permit applications to cover any associated fees.

ADDITIONAL SERVICES

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

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 6 within 450 days of the written Notice to Proceed. Task 7 schedule shall be determined based on the bid dates and construction award period.

PROJECT FUNDING

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

METHOD OF COMPENSATION

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

TERMS OF COMPENSATION

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

Lump Sum (LS) Activities		
Task 2 - 30% Design *(Ribbeck Engineering - Management, Drainage, MOT and Utility Coordination)*	$58,710.00	$78,489.75
Task 2 - 30% Design *(CHA - Electrical and Structural)*	$19,779.75	
Task 3 - 60% Design *(Ribbeck Engineering - Management, Drainage, MOT and Utility Coordination)*	$78,510.00	$109,843.50
Task 3 - 60% Design *(CHA - Electrical and Structural)*	$31,333.50	
Task 4 - 90% Design *(Ribbeck Engineering - Management, Drainage, MOT and Utility Coordination)*	$44,750.00	$63,883.50
Task 4 - 90% Design *(CHA - Electrical and Structural)*	$19,133.50	
Task 5 - 100% Design *(Ribbeck Engineering - Management, Drainage, MOT and Utility Coordination)*	$25,710.00	$39,901.00
Task 5 - 100% Design *(CHA - Electrical and Structural)*	$14,191.00	
	Sub Total (LS)	**$292,117.75**
Time & Materials (T&M) Activities		
Task 1 - Project Coordination & Data Collection *(Ribbeck Engineering - Management, Drainage and Utility Coordination (UC))*	$10,810.00	$20,831.06
Task 1 - Project Coordination & Data Collection *(WGI - Environmental)*	$2,550.56	
Task 1 - Project Coordination & Data Collection *(CHA - Electrical and Structural)*	$7,470.50	
Task 6 - Permitting *(Ribbeck Engineering - DERM Class II, SFWMD ERP and FDEP Class V permits)*	$31,260.00	$63,994.68
Task 6 - Permitting *(WGI - DERM Class I, FDEP Sovereign Submerged Lands Easement and USACE Section 10 permits)*	$27,955.68	
Task 6 - Permitting *(CHA - Electrical and Structural)*	$4,779.00	
Task 7 - Bid Support/Post Design Services *(Ribbeck Engineering - Management, Drainage andUC)*	$7,580.00	$10,390.00
Task 7 - Bid Support/Post Design Services *(CHA - Electrical and Structural)*	$2,810.00	
Geotechnical Field Investigation	$17,953.15	$17,959.77
Reimbursable Expenses *(geotechnical optional services)*	$10,871.20	$10,871.20
	Sub Total (T&M)	**$124,046.71**
	Grand Total	**$416,164.46**

VILLAGE CONTACTS

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

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Consultant POC
Hans Ribbeck, MSEM, PE (Project Manager)
Carlos Ribbeck, PE (President)
Ribbeck Engineering, Inc.
14335 SW 120 Street, Suite 205
Email: hr@ribbeck.co
Phone: 954 918-6769
Fax: 305 383-5979

SIGNATURE PAGE
NORTH BAY VILLAGE

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

By: _____
Marlon Lobban
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ ___Manager Purchasing Authority (§36.25 Village Code)
☐ ___Resolution No. _____

By: _____
Dr. Ralph Rosado, Ph.D, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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



SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

Ribbeck Engineering, Inc.

_____

_____
[Print Name, check title]

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

ATTEST:

_____
Secretary

_____
[Print 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

Exhibit A – Work Break Down Fee Schedule

Lump Sum Activities

Harbor Island Phase 1 **Lump Sum**

Position	Name & (Company)	Labor Multiplier [1]	Hourly Rate [2]	Loaded Hourly Rate [1x2]	Contract Max. Rate	Task 1 - Project Coordinatoin & Data Collection		Task 2 - 30% Design		Task 3 - 60% design		Task 4 - 90% design		Task 5 - 100% design		Task 6 - Permitting		Task 7 - Bid Support/Post Design		Total Labor	Costs
Ribbeck Engineering, Inc.			$	$	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$
Principal In Charge	Hans Ribbeck, PE (Ribbeck Engineering)	2.90		0.00	295.00		$ -	18	$ 5,310.00	18	$ 5,310.00	10	$ 2,950.00	8	$ 2,360.00					54	$15,930.00
Project Manager	Carlos Ribbeck, PE (Ribbeck Engineering)	2.90		0.00	235.00			30	$ 7,050.00	40	$ 9,400.00	20	$ 4,700.00	10	$ 2,350.00					100	$23,500.00
Senior Project Engineer	Francis Mitchell, PE (Ribbeck Engineering)	2.90		0.00	230.00			30	$ 6,900.00	40	$ 9,200.00	20	$ 4,600.00	10	$ 2,300.00					100	$23,000.00
Project Engineer	Johanna Ribbeck, PE (Ribbeck Engineering)	2.90		0.00	190.00			70	$ 13,300.00	90	$ 17,100.00	80	$ 15,200.00	30	$ 5,700.00					270	$51,300.00
Designer	Javier Veliz, EI (Ribbeck Engineering)	2.90		0.00	135.00			100	$ 13,500.00	150	$ 20,250.00	60	$ 8,100.00	52	$ 7,020.00					362	$48,870.00
CADD Technician	Horacio Lopez (Ribbeck Engineering)	2.90		0.00	115.00			110	$ 12,650.00	150	$ 17,250.00	80	$ 9,200.00	52	$ 5,980.00					392	$45,080.00
	Sub-totals					**0**	**$0.00**	**358**	**$58,710.00**	**488**	**$78,510.00**	**270**	**$44,750.00**	**162**	**$25,710.00**	**0**	**$0.00**	**0**	**$0.00**	1278	**$207,680.00**
Subconsultants																					
CHA - Electrical Analysis and Plans - Lumps Sum - Refer to Exhibit E Fee Estimate and Scope for detailed fee and scope information.																				223	$34,097.75
CHA - Structural Analysis and Plans - Lumps Sum - Refer to attached Exhibit E for Fee Estimate and Scope for detailed fee and scope information.																				328	$50,340.00
Task Sub-totals (Lump Sum)																				**1829**	**$292,117.75**

Time & Materials Activities

Harbor Island Phase 1 **Time & Materials**

Position	Name & (Company)	Labor Multiplier [1]	Hourly Rate [2]	Loaded Hourly Rate [1x2]	Contract Max. Rate	Task 1 - Project Coordinatoin & Data Collection		Task 2 - 30% Design		Task 3 - 60% design		Task 4 - 90% design		Task 5 - 100% design		Task 6 - Permitting		Task 7 - Bid Support/Post Design		Total Labor	Costs
Ribbeck Engineering, Inc.			$	$	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$
Principal In Charge	Hans Ribbeck, PE (Ribbeck Engineering)	2.90		0.00	295.00		$ -									4	$ 1,180.00	4	$ 1,180.00	8	$2,360.00
Project Manager	Carlos Ribbeck, PE (Ribbeck Engineering)	2.90		0.00	235.00	10	$ 2,350.00									12	$ 2,820.00	8	$ 1,880.00	30	$7,050.00
Senior Project Engineer	Francis Mitchell, PE (Ribbeck Engineering)	2.90		0.00	230.00	10	$ 2,300.00									40	$ 9,200.00	6	$ 1,380.00	56	$12,880.00
Project Engineer	Johanna Ribbeck, PE (Ribbeck Engineering)	2.90		0.00	190.00	14	$ 2,660.00									40	$ 7,600.00	6	$ 1,140.00	60	$11,400.00
Designer	Javier Veliz, EI (Ribbeck Engineering)	2.90		0.00	135.00	14	$ 1,890.00									40	$ 5,400.00	8	$ 1,080.00	62	$8,370.00
CADD Technician	Horacio Lopez (Ribbeck Engineering)	2.90		0.00	115.00	14	$ 1,610.00									44	$ 5,060.00	8	$ 920.00	66	$7,590.00
	Sub-totals					**62**	**$10,810.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**180**	**$31,260.00**	**36**	**$7,580.00**	278	**$49,650.00**
Subconsultants																					
WGI - Permits (Time & Materials) (Derm Class I, FDEP Soverign Submerged Lands Easement, USACE Section 10) - Refer to Exhibit F for Fee Estimate and Scope for detailed fee and scope information.																				268	$30,506.24
CHA - Electrical Analysis and Plans - Time & Materials - Refer to Exhibit E Fee Estimate and Scope for detailed fee and scope information.																				48	$7,804.50
CHA - Structural Analysis and Plans - Time & Materials - Refer to attached Exhibit E for Fee Estimate and Scope for detailed fee and scope information.																				38	$7,255.00
HRES - Geotechnical Services - Time & Materials - Refer to attached Exhibit D for Fee Estimate and Scope for detailed fee and scope information.																				67	$8,629.60
Task Sub-totals (Time & Materials)																				**699**	**$103,845.34**

Summary of Reimbursable Expenses	
Description	Total
Reimbursable Allowance for anticipated permit fee to gather geotechnical data	$500.00
Reimbursable Allowance for Deep Well Boring Drilled to 100' and RAR (see attached breakdown for detail)	$10,371.20
Reimbursable Expense	**$10,871.20**

Summary of Drilling and Laboratory Testing Expenses	Cost
Drilling and Laboratory Expenses for 1 SPT @ 70' for pump station, 1 SPT @ 50' for generator foundation support, 5 SPT for pipe (see attached brewakdown detail)	**$9,330.17**

Total (Time & Materials) **$124,046.71**

Exhibit B – Location Map


Car Wash

HARBOR ISLAND

PROPOSED STORMWATER IMPROVEMENT

PHASED IMPLEMENTATION APPROACH

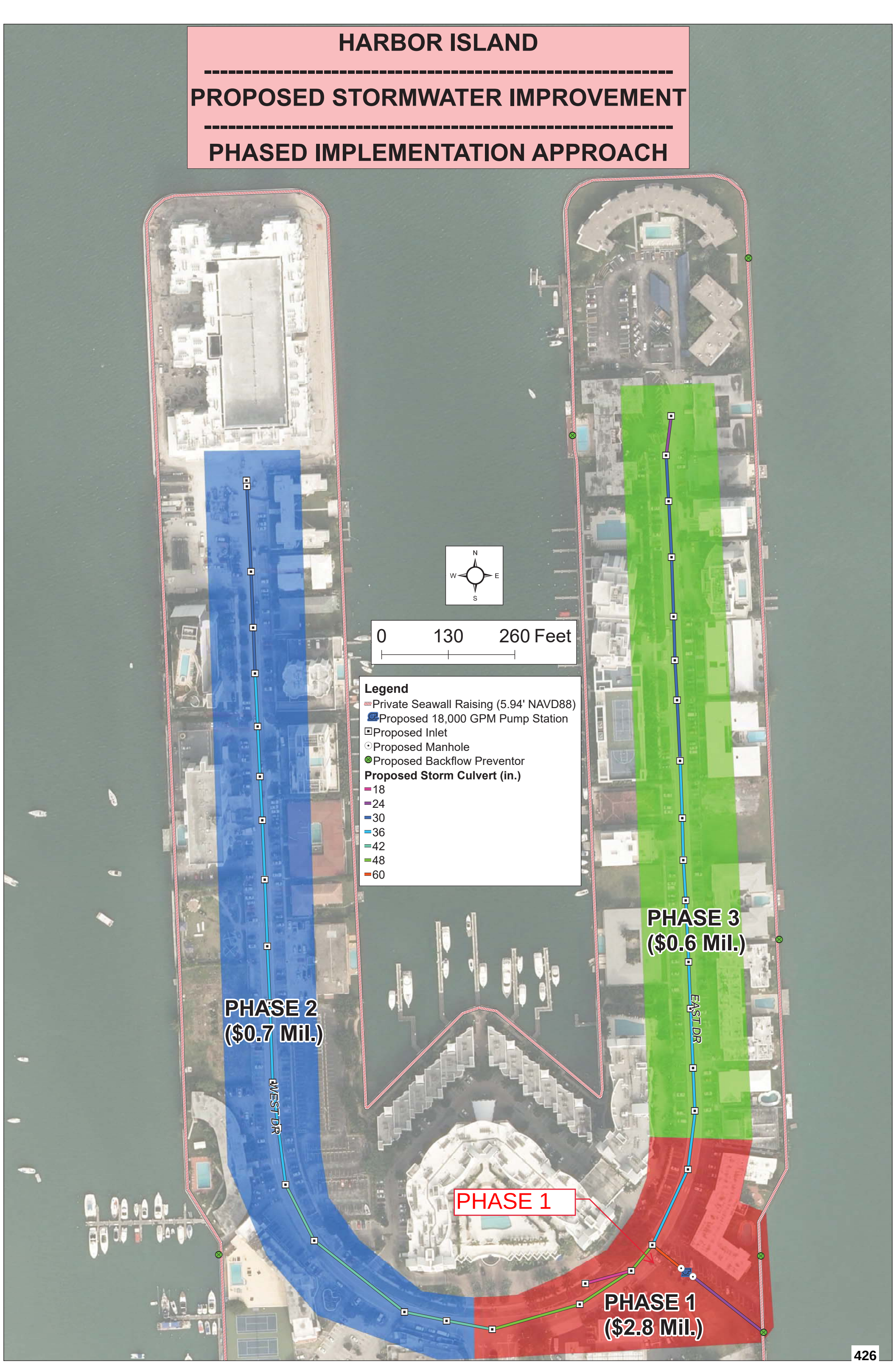
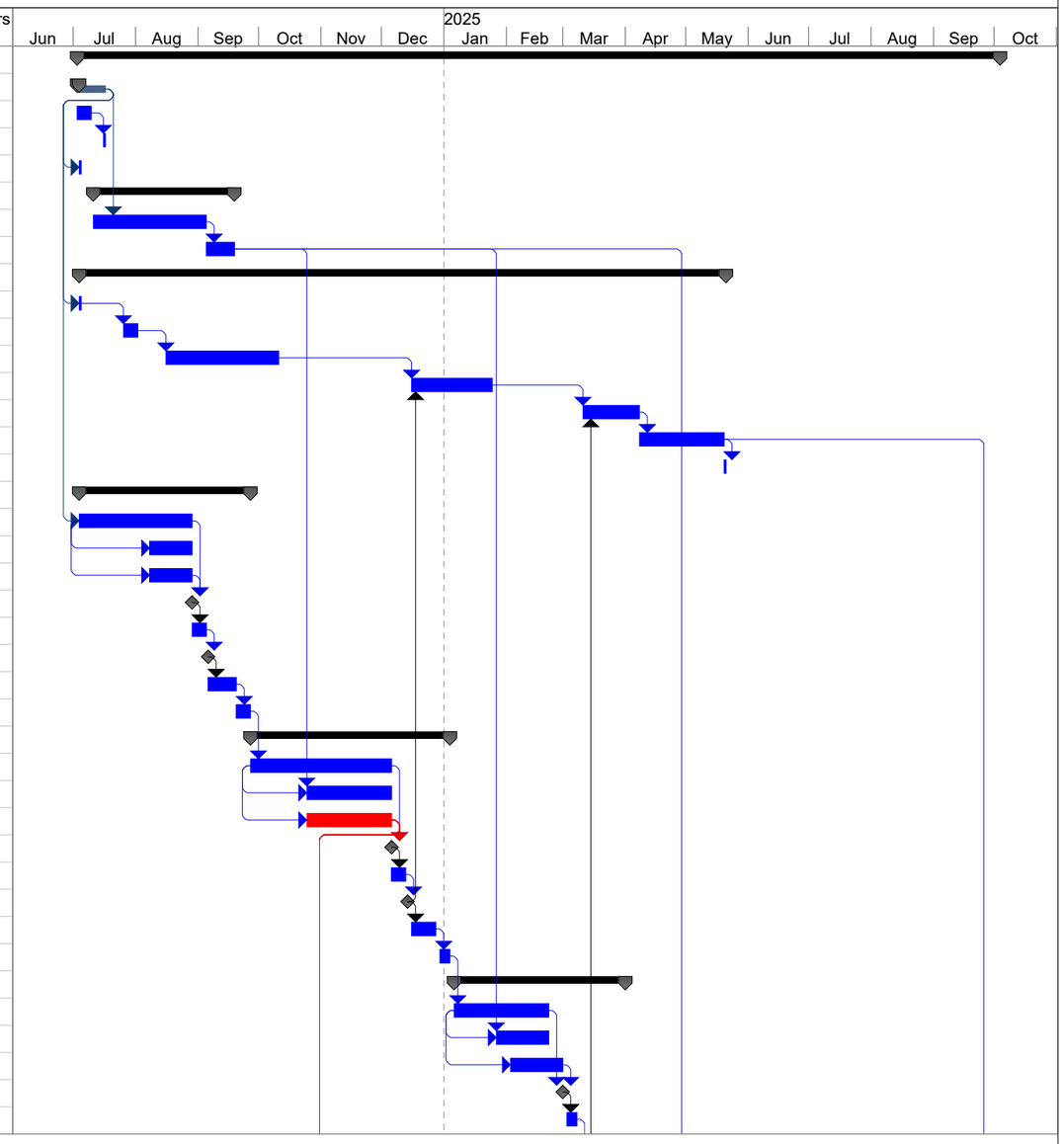


Exhibit C – Project Tentative Schedule

Drainage and Pump Station Improvements for Harbor Island Phase 1

ID	Task Name	Duration	Start	Finish	Predecessors
1	**TOTAL PROJECT DURATION**	**328 days**	**Wed 7/3/24**	**Fri 10/3/25**	
2	**NOTICE TO PROCEED**	**1 day**	**Wed 7/3/24**	**Wed 7/3/24**	
3	Prepare and Submit QA/QC Plan	5 days	Wed 7/3/24	Tue 7/9/24	
4	Kick-off Meeting	1 day	Tue 7/16/24	Tue 7/16/24	3FS+4 days
5	**SURVEY (TO BE PROVIDED BY THE VILLAGE)**	1 day	Thu 7/4/24	Thu 7/4/24	2
6	**GEOTECHNICAL EXPLORATION**	**50 days**	**Thu 7/11/24**	**Wed 9/18/24**	
7	Perform field exploration	40 days	Thu 7/11/24	Wed 9/4/24	2FS+5 days
8	Submit getoechnical report	10 days	Thu 9/5/24	Wed 9/18/24	7
9	**UTILITY COORDINATION**	**229 days**	**Thu 7/4/24**	**Tue 5/20/25**	
10	Gather Utility Agency Owners	1 day	Thu 7/4/24	Thu 7/4/24	2
11	Submit Initial Utility Contact Plan Set to UAOs	5 days	Fri 7/26/24	Thu 8/1/24	10FS+15 days
12	Receive and Review UAO's Mark-ups and As-builts	40 days	Fri 8/16/24	Thu 10/10/24	11FS+10 days
13	Submit 60% Engineering Plans, Matrix to UAOs & Receive Responses	30 days	Mon 12/16/24	Fri 1/24/25	12,32
14	Submit 90% Plans and Matrix to UAOs & Receive Responses	20 days	Tue 3/11/25	Mon 4/7/25	13,41
15	Secure Utility Work Schedules and Agreements with UAOs	30 days	Tue 4/8/25	Mon 5/19/25	14
16	Complete Utility Certification Package	1 day	Tue 5/20/25	Tue 5/20/25	15
17	**30% DESIGN AND PLANS**	**61 days**	**Thu 7/4/24**	**Thu 9/26/24**	
18	Prepare 30% Analysis	40 days	Thu 7/4/24	Wed 8/28/24	2
19	Prepare Drainage Reports	15 days	Thu 8/8/24	Wed 8/28/24	18SS+25 days
20	Prepare 30% plans	15 days	Thu 8/8/24	Wed 8/28/24	18SS+25 days
21	Prepare Cost Estimate	2 days	Tue 8/27/24	Wed 8/28/24	18FS-2 days,20FS-2 days
22	**QA/QC of 30% documents and Implementation**	**5 days**	**Thu 8/29/24**	**Wed 9/4/24**	21
23	**30% Submittal**	**1 day**	**Thu 9/5/24**	**Thu 9/5/24**	22
24	**Village Review of 30% Submittal**	**10 days**	**Fri 9/6/24**	**Thu 9/19/24**	23
25	Respond to 30% Review Comments	5 days	Fri 9/20/24	Thu 9/26/24	24
26	**60% DESIGN AND PLANS**	**71 days**	**Fri 9/27/24**	**Fri 1/3/25**	
27	Prepare 60% Analysis and Plans	50 days	Fri 9/27/24	Thu 12/5/24	25
28	Update Drainage Report and prepare structures and electrical Reports	30 days	Fri 10/25/24	Thu 12/5/24	27SS+20 days,8
29	Prepare 60% Plans	30 days	Fri 10/25/24	Thu 12/5/24	27SS+20 days
30	Update Cost Estimate	2 days	Wed 12/4/24	Thu 12/5/24	27FS-2 days,29FS-2 days
31	**QA/QC of 60% documents and Implementation**	**5 days**	**Fri 12/6/24**	**Thu 12/12/24**	30
32	**60% Submittal**	**1 day**	**Fri 12/13/24**	**Fri 12/13/24**	31
33	**Village Review of 60% Plans**	**10 days**	**Mon 12/16/24**	**Fri 12/27/24**	32
34	Respond to 60% Review Comments	5 days	Mon 12/30/24	Fri 1/3/25	33
35	**90% DESIGN AND PLANS**	**61 days**	**Mon 1/6/25**	**Mon 3/31/25**	
36	Prepare 90% Analysis and Plans	35 days	Mon 1/6/25	Fri 2/21/25	34
37	Update Drainage, Structures and Electrical Reports	20 days	Mon 1/27/25	Fri 2/21/25	36SS+15 days,8
38	Prepare 90% Plans	20 days	Mon 2/3/25	Fri 2/28/25	36SS+20 days
39	Update Cost Estimate	2 days	Thu 2/27/25	Fri 2/28/25	36FS-2 days,38FS-2 days
40	**QA/QC of 90% Plans and Implementation**	**5 days**	**Mon 3/3/25**	**Fri 3/7/25**	39

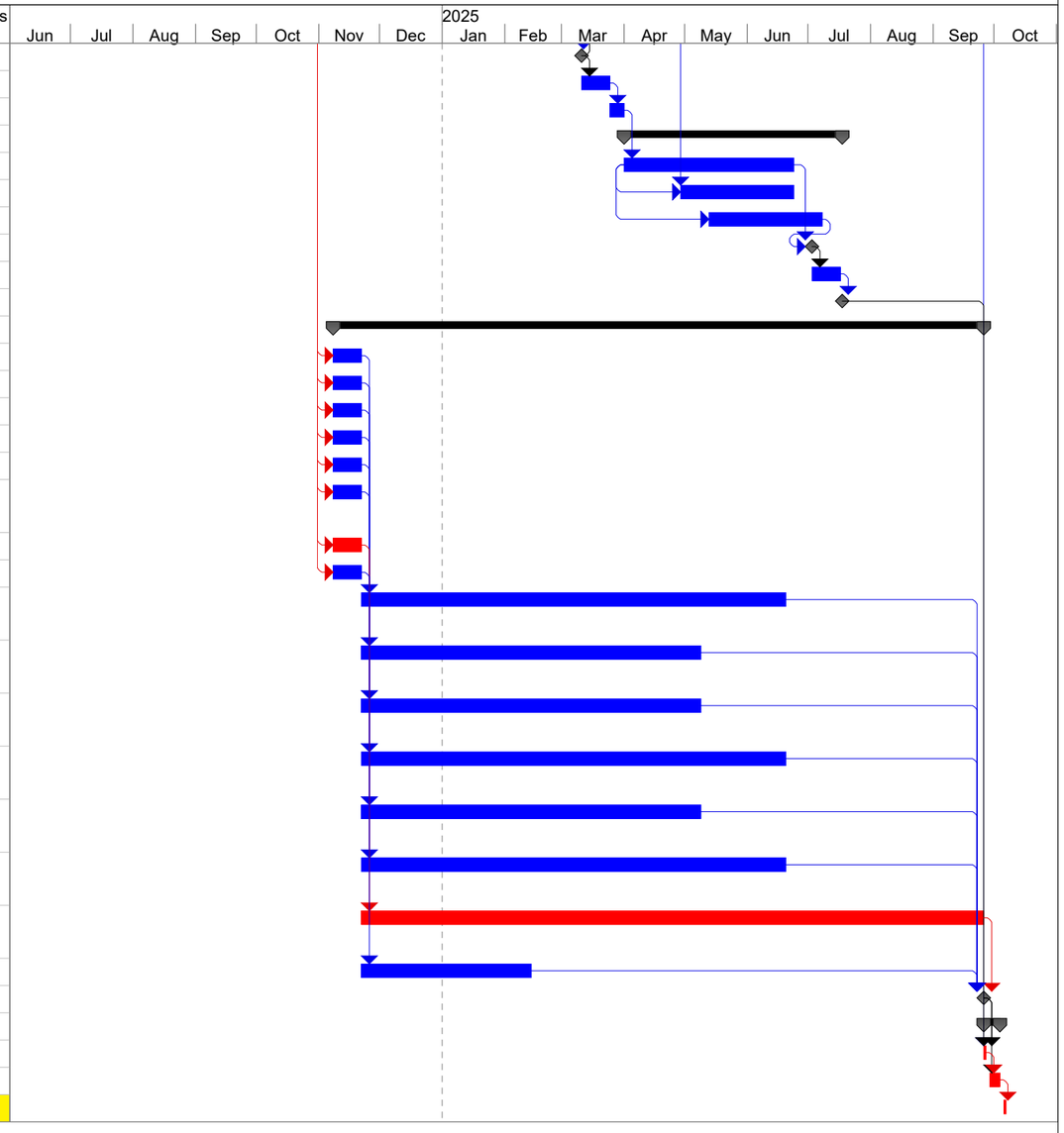


Project: MDX 83618-009.013
Date: Wed 5/1/24

Task	Rolled Up Critical Task	Project Summary	Duration-only	External Tasks
Critical Task	Rolled Up Milestone	Group By Summary	Manual Summary Rollup	External Milestone
Milestone	Rolled Up Progress	Inactive Milestone	Manual Summary	Progress
Summary	Split	Inactive Summary	Start-only	Deadline
Rolled Up Task	External Tasks	Manual Task	Finish-only	

Drainage and Pump Station Improvements for Harbor Island Phase 1

ID	Task Name	Duration	Start	Finish	Predecessors
41	**90% Plans Submittal**	**1 day**	**Mon 3/10/25**	**Mon 3/10/25**	**40**
42	**Village Review of 60% Plans**	**10 days**	**Tue 3/11/25**	**Mon 3/24/25**	**41**
43	Respond to 90% Review Comments	5 days	Tue 3/25/25	Mon 3/31/25	42
44	**100% DESIGN AND PLANS**	**78 days**	**Tue 4/1/25**	**Thu 7/17/25**	
45	Prepare 100% Roadway Plans	60 days	Tue 4/1/25	Mon 6/23/25	43
46	Final Drainage, Electrical and Structure Reports	40 days	Tue 4/29/25	Mon 6/23/25	45SS+20 days,8
47	Prepare 100% plans	40 days	Tue 5/13/25	Mon 7/7/25	45SS+30 days
48	Update Cost Estimate	2 days	Tue 7/1/25	Wed 7/2/25	45FS-5 days,47FS-5 days
49	**QA/QC of 100% Plans and Implementation**	**10 days**	**Thu 7/3/25**	**Wed 7/16/25**	**48**
50	**100% plans and documents, and Final Plans Submittal**	**1 day**	**Thu 7/17/25**	**Thu 7/17/25**	**49**
51	**PERMITTING**	**230 days**	**Fri 11/8/24**	**Thu 9/25/25**	
52	Prepare and Submit Miami Dade County DERM Class II Permit	10 days	Fri 11/8/24	Thu 11/21/24	29FS-20 days
53	Prepare and submit South Florida Water Management District ERP Permit	10 days	Fri 11/8/24	Thu 11/21/24	29FS-20 days
54	Prepare and submit Florida Department of Environmental Protection (FDEP) Class V Permit	10 days	Fri 11/8/24	Thu 11/21/24	29FS-20 days
55	Prepare and submit Miami Dade County DERM Class I Permit	10 days	Fri 11/8/24	Thu 11/21/24	29FS-20 days
56	Prepare and submit South Florida Water Management District Individual Permit	10 days	Fri 11/8/24	Thu 11/21/24	29FS-20 days
57	Prepare and submit Florida Department of Environmental Protection – Sovereign Submerged Lands Easement	10 days	Fri 11/8/24	Thu 11/21/24	29FS-20 days
58	Prepare and submit U.S. Army Corps of Engineers - Section 10 Permit	10 days	Fri 11/8/24	Thu 11/21/24	29FS-20 days
59	Prepare and submit Village Buidling Permit	10 days	Fri 11/8/24	Thu 11/21/24	29FS-20 days
60	Receive, implement comments, resubmit and get approval for Miami Dade County DERM Class II Permit	150 days	Fri 11/22/24	Thu 6/19/25	52
61	Receive, implement comments, resubmit and get approval for South Florida Water Management District ERP Permit	120 days	Fri 11/22/24	Thu 5/8/25	53
62	Receive, implement comments, resubmit and get approval for Florida Department of Environmental Protection (FDEP) Class V Permit	120 days	Fri 11/22/24	Thu 5/8/25	54
63	Receive, implement comments, resubmit and get approval for Miami Dade County DERM Class I Permit	150 days	Fri 11/22/24	Thu 6/19/25	55
64	Receive, implement comments, resubmit and get approval for South Florida Water Management District Individual Permit	120 days	Fri 11/22/24	Thu 5/8/25	56
65	Receive, implement comments, resubmit and get approval for Florida Department of Environmental Protection – Sovereign Submerged Lands Easement	150 days	Fri 11/22/24	Thu 6/19/25	57
66	Receive, implement comments, resubmit and get approval for U.S. Army Corps of Engineers - Section 10 Permit	220 days	Fri 11/22/24	Thu 9/25/25	58
67	Receive, implement comments, resubmit and get approval for Village Buidling Permit	60 days	Fri 11/22/24	Thu 2/13/25	59
68	**All Permits Cleared and Certified**	0 days	Thu 9/25/25	Thu 9/25/25	60,61,62,63,64,65,66,67
69	**PRODUCTION PACKAGE**	**6 days**	**Fri 9/26/25**	**Fri 10/3/25**	
70	Signed and Sealed Plans and Reports	1 day	Fri 9/26/25	Fri 9/26/25	50,15,68
71	Prepare Contract Package	5 days	Mon 9/29/25	Fri 10/3/25	70,68
72	**Submit Contract Package & Specs Package**	**1 day**	**Mon 10/6/25**	**Mon 10/6/25**	**71**



Project: MDX 83618-009.013
Date: Wed 5/1/24

Task	Rolled Up Critical Task	Project Summary	Duration-only	External Tasks
Critical Task	Rolled Up Milestone	Group By Summary	Manual Summary Rollup	External Milestone
Milestone	Rolled Up Progress	Inactive Milestone	Manual Summary	Progress
Summary	Split	Inactive Summary	Start-only	Deadline
Rolled Up Task	External Tasks	Manual Task	Finish-only	

Exhibit D – Subconsultant HRES (Geotechnical)

PRICE PROPOSAL FOR GEOTECHNICAL SERVICES: 2 SPT BORINGS, FROM 50 TO 70 FEET FOR THE PROPOSED PUMP STATION, EMERGENCY GENERATOR PAD AND SEAWALL IMPROVEMENTS AND 4 SPT BORING, FROM 15 TO 20 FEET FOR THE DRAINAGE PIPES

NORTH BAY VILLAGE - DRAINAGE DESIGN FOR HARBOR ISLAND - PHASE 1

NORTH BAY VILLAGE, FLORIDA, RFQ 2023-005

HR ENGINEERING SERVICES, INC. (HRES)

HRES PROJECT No.: HR23-1848R

MAY 3, 2024

We propose the following field exploration for the project:

Proposed Pump Station, Emergency Generator Pad, Drainage Pipe, and Existing Seawall Improvements - Basic Services

1. Pump Station and Generator Pad - Proposing 1 SPT boring to 70 feet for the pump station (requires this depth to help provide anchors to control buoyancy) and for the seawall improvements. Panels of the existing seawall will be removed to make passage to the new drainage pipe. The reconstruction of the seawall may include new piles. Provide pile capacity: axial and lateral. In addition, a rip-rap protection is proposed along this location. Drainage Pipe Along E. Drive - Proposing 4 SPT borings: 2 to 20 feet and 2 to 15 feet along the proposed drainage pipes. The borings will be used to provide soil parameters for temporary retaining walls, particularly for the 84" diameter truckline. Generator Pad - Proposing 1 SPT boring to 50 feet for the generator foundation support. We are assuming that there is access to our truck-mounted drilling drill rig at each boring location.

2. We are assuming that a permit from North Bay Village may be required. We are assuming a permit fee of $500 to be included in this proposal - HRES will spend what is requested by the Village if required. There may be other fees charged for permit review not included in this proposal and have to be paid (unless waived) before obtaining the final permit to start working. Lane closures are required for the work performed along E. Drive. Since the roadway only has two lanes, the services of two flagmen are required to provide vehicular mobility while performing the borings. HRES will contact One Call Sunshine. There may be other underground utilities not located by Sunshine. These underground utilities to be located by North Bay Village before starting drilling.

Reporting

Pump Station, Generator Pad, Seawall Improvements, and Drainage Pipes - Provide a geotechnical report that includes foundation recommendations for the support of the pump station, elevated pump station generator, seawall reconstruction, and drainage pipes.

Deep Well SPT Boring to 100 feet - Optional Services -This proposal also provides the cost of performing 1 SPT boring to 100 feet for the proposed deep wells. The cost of this effort is separated from the basic services. In addition, we will provide a statement to be used for the Reasonable Assurance Report (RAR) in conjunction with the environmental laboratory testing and the performance of one deep well SPT boring to 100 feet in case the optional services are approved.

	UNITS	# OF UNITS	UNIT RATE	TOTAL $
1. TRAFFIC CONTROL AND FIELD EXPLORATION: 2 SPT BORINGS TO 15 FEET AND 2 SPT BORINGS TO 20 FEET (DRAINAGE PIPES), 1 SPT BORING TO 70 FEET (PUMP STATION AND SEAWALL), 1 SPT BORING TO 50 FEET (GENERATOR PAD)				
1.1a) Cones, Arrow Boards, Barricades: FDOT Index 612, 613: to conduct borings along E. and W. Drive - Need lane closures. Drilling a total of 70 feet, 1.5 days of barricades.	day	1.5	$300.00	$450.00

NORTH BAY VILLAGE - DRAINAGE DESIGN FOR HARBOR ISLAND - PHASE 1

NORTH BAY VILLAGE, FLORIDA, RFQ 2023-005

HR ENGINEERING SERVICES, INC. (HRES)

HRES PROJECT No.: HR23-1848R

MAY 3, 2024

1.1b) Require flagmen to provide lane closure support since the roadway has two lanes. The work may take 1.5 days. Need two flagmen: 8 hours each/day=16 hours. 1.5 days, 16x1.5=24 hours. $24x2.85=$68.40/hour.	hour	24	$68.40	$1,641.60
1.2) SPT Borings 0-50 feet: 2 SPT borings to 15 feet (30 feet), 2 SPT borings to 20 feet (40 feet), 1 SPT boring to 50 feet, 1 SPT boring to 70 feet. A total of 30'+40'+50'+50'= 170 feet.	feet	170	$15.00	$2,550.00
1.3) SPT Borings 50-100 feet: second 20 feet of the 70 ft. boring: 1x20'=20 feet	feet	20	$17.00	$340.00
1.4) Temporary Casing 0'-50'= 170 feet	feet	170	$7.00	$1,190.00
1.5) Temporary Casing 50'-100'= 20 feet	feet	20	$7.50	$150.00
1.6) Borehole Closing after boring performance: 190 feet	feet	190	$6.50	$1,235.00
1.7) Rig Mobilizations	each	2	$450.00	$900.00
1.8) Organic Content Tests: 6 boreholes: 6 tests	each	6	$57.32	$343.92
1.9) Fines Content Tests: 6 boreholes: 6 tests	each	6	$51.59	$309.54
1.10) Sieve analyses: 3 tests	each	3	$73.37	$220.11
TOTAL FOR FIELD INVESTIGATION				***$9,330.17***

2. TECHNICIAN SERVICES AND ENGINEERING FOR REPORTING: BASED ON APPROVED LOADED RATES

2.1) Staff Engineer to obtain working permits and utility coordination. Estimating 10 hours. Juan Valencia	hour	10	$120.98	$1,209.80
2.2) Staff Engineer for boring layout, underground utilities. Juan Valencia	hour	4	$120.98	$483.92
2.3) Staff Geotechnical Engineer for project support. Chollada Soonyakanit, EI	hour	20	$101.40	$2,028.00
2.4) Staff Geotechnical Engineer for drafting borings. Abraham Oliveira, EI	hour	10	$87.84	$878.40
2.5) Geotechnical Engineer for report preparation. Chatuphat Savigamin, PE	hour	15	$123.32	$1,849.80
2.6) Principal Geotechnical Engineer for report review, QA/QC. Hernando R. Ramos, PE	each	8	$272.46	$2,179.68
TOTAL TECHNICIAN SERVICES AND ENGINEERING				***$8,629.60***

TOTAL FOR FIELD INVESTIGATION - BASIC SERVICES	***$17,959.77***

Permit Fees - Estimated amount - Optional. We will charge for the actual amount after obtaining the permits. This fee doesn't include other charges or final permit fees after document review by the North Bay Village.	*each*	*1*	*$500.00*	*$500.00*

NORTH BAY VILLAGE - DRAINAGE DESIGN FOR HARBOR ISLAND - PHASE 1

NORTH BAY VILLAGE, FLORIDA, RFQ 2023-005

HR ENGINEERING SERVICES, INC. (HRES)

HRES PROJECT No.: HR23-1848R

MAY 3, 2024

3. FIELD EXPLORATION FOR DEEP WELL BORING DRILLED TO 100 FEET - SALINITY TESTING NOT INCLUDED OPTIONAL SERVICES

3.1) SPT Borings 0-50 feet: 1 SPT boring to 100 feet, drilling the first 50 feet	feet	50	$15.00	$750.00
3.2) SPT Borings 5-100 feet: 1 SPT boring to 100 feet, drilling the second 50 feet	feet	50	$17.00	$850.00
3.3) Temporary Casing 0'-50'= 50 feet	feet	50	$7.00	$350.00
3.4) Temporary Casing 50'-100'= 50 feet	feet	50	$7.50	$375.00
3.5) Borehole Closing after boring performance: 100 feet	feet	100	$6.50	$650.00
3.6) Rig Mobilization: if not conducted with the other boreholes	each	1	$450.00	$450.00
3.7) Drafting: 5 hours	hour	5	$87.84	$439.20
3.8) Boring Report	hour	5	$101.40	$507.00
4.9) Estimate budget for environmental laboratory testing, including salinity and Total Dissolved Solids and Chloride testing	each	1	$6,000.00	$6,000.00
TOTAL FOR FIELD INVESTIGATION - OPTIONAL SERVICES				***$10,371.20***

HR ENGINEERING SERVICES, INC. 7815 NW 72 Ave. - Medley, FL 33166

Hernando R. Ramos

Hernando R. Ramos, PE
Principal Geotechnical Engineer/President

Exhibit E – Subconsultant CHA (Electrical and Structural)

Exhibit E – CHA Scope of Services and Fee Estimate

CHA has been retained by Ribbeck Engineering, Inc. to provide structural and electrical engineering services. The scope of work includes the structural engineering analysis and plans for the seawall retrofit in order to accommodate the new pump station outfall structure and other pump station components. The scope also includes the electrical engineering analysis and design for the pump station.

The Scope of Work is comprised of the following essential tasks:

Task 1 – Project Coordination & Data Collection
Task 2 – 30% Design Submission
Task 3 – 60% Design Submission
Task 4 – 90% Design Submission
Task 5 – 100% Design Submission
Task 6 – Permitting

Task 1 – Project Coordination & Data Collection (Time & Material)

- Electrical power coordination with FPL
- Coordination with North Bay Village for Seawall requirements.
- Attendance at kick-off meeting Field visit to project site.
- Evaluation of electrical equipment layout configuration to minimize pump station footprint.
- Gather existing site information and design standards.

Task 2 - 30% Design Submission (Lump Sum)

- Electrical service for this pump station with be coordinate with FPL based on the calculated load and location. Also, to withstand utility available fault current and design the service according to the utility standards. Tentatively we are evaluating a 480V, three phase, 4 wire system. Final voltage will be stated once coordination takes place.
- Install main disconnect safety switch with fuses sized as per previous mentioned load calculation.
- Stand-by generator set will be provided if the owner requires it. Also, an Automatic Transfer Switch (ATS) will be provided allowing the power transfer between normal power and emergency.
    - Our design includes a “Pump Motor Control Panel” with normal power and emergency circuit breakers which will be mechanically interlocked. For a back-up electrical system, the above-mentioned emergency circuit breaker will be connected to a special receptacle which will be available for a portable generator.
    - Pump motor connection boxes will be provided to make the transition from the wet well which is a classified area to a non-classified area.
    - Wiring, raceway and grounding system.
    - Terminal blocks in control panel to be interconnected with terminal cable from RTU and terminal cable in control panel if this type of monitoring and control of the pump station is required will be provided.
    - Dry type transformer 480/240-120 VAC to be installed outside the control panel to feed low voltage miscellaneous loads.

- Control Panel suitable to be serviced entrance rated.
- Size of conduit and grounding conductor shall be upgraded as required by NEC code.
- Appropriate working and maintenance clearances shall be observed for all new electrical equipment as required by NEC code.
- The multi-conductor cables from the submersible pumps shall be cable cord fitting with gland nut and neoprene bushing at the pump motor connection box.
- Wet well is a Class I Division I Group D Hazardous Location. Seal off shall comply with NEC.
- The motor rated Horsepower shall be adequate such that the pump is not overloading at any point in the performance curve from shut-off through run-out.

- Structural services for this pump station include structural general notes, structural design, and detailing of wet well and valve vault. Structural design will be performed and in compliance with the latest design guidelines from the Florida Building Code.
- Buoyancy calculations for the wet well structure and requirements for the bottom slab design.
- Structural Pad design for electrical equipment and miscellaneous structural slab detailing and design.
- Design and detailing for Pump Station enclosure as required.
- Structural design and detailing for the outfall installation and retrofit of an existing seawall. Structural notes and retrofit design of the seawall and seawall cap details using existing as-built plans.

Deliverables: The following deliverables shall be provided under Task 2:

- Three (3) original sets of the 30% design package (11" x 17" plan sheets), together with one (1) electronic copy.

<u>Task 3 - 60% Design Submission</u> (Lump Sum)

- The CONSULTANT shall incorporate the review comments from the 30% design submission in the 60% plans submission. The 60% design submission shall include, at a minimum, the following:
  - Responses to draft 30% submittal
  - Plan sheets, including but not limited to the following sheets (the following plan listing is anticipated based on the Scope of Work:
    - E-1 Electrical General Notes
    - E-2 Electrical Site Plan and Notes
    - E-3 Power/Control and Wiring Schedule
    - E-4 Electrical Control Panel and Details
    - E-5 RTU Installation Wiring Diagrams
    - S-1 Structural General Notes
    - S-2 Pump Station Wet Well and Valve Vault Structural Details
    - S-3 Structural Concrete Pad Details for Electrical Equipment
    - S-4 Structural Details for Pump Station enclosure
    - S-5 Sea Wall General Notes
    - S-6 Sea Wall Site Plan
    - S-7 Sea Wall – Wall Control Drawings
    - S-8 Sea Wall – Structural Details

        - S-9 Sea Wall – Reinforcing Bar Schedule
    - Attendance to submittal review meeting

Deliverables: The following deliverables shall be provided under Task 3:

- Three (3) original sets of the 60% design package (11" x 17" plan sheets), together with one (1) electronic copy.
- Structural and electrical report calculations.

<u>Task 4 - 90% Design Submission</u> (Lump Sum)

- The CONSULTANT shall incorporate the review comments from the 60% design submission in the 90% design submission. The 90% design submission shall include, at a minimum, the following:
    - Responses to 60% submittal
    - Plan sheets, including but not limited to the following sheets (the following plan listing is anticipated based on the Scope of Work:
        - E-1 Electrical General Notes
        - E-2 Electrical Site Plan and Notes
        - E-3 Power/Control and Wiring Schedule
        - E-4 Electrical Control Panel and Details
        - E-5 RTU Installation Wiring Diagrams
        - S-1 Structural General Notes
        - S-2 Pump Station Wet Well and Valve Vault Structural Details
        - S-3 Structural Concrete Pad Details for Electrical Equipment
        - S-4 Structural Details for Pump Station enclosure
        - S-5 Sea Wall General Notes
        - S-6 Sea Wall Site Plan
        - S-7 Sea Wall – Wall Control Drawings
        - S-8 Sea Wall – Structural Details
        - S-9 Sea Wall – Reinforcing Bar Schedule
- Attendance to submittal review meeting. The CONSULTANT shall submit the plans, and specifications for VILLAGE review. The design drawings shall be submitted in 11" x 17" plan sheets. The VILLAGE shall provide comments to the CONSULTANT within twenty (20) business days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.
- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for VILLAGE review and approval.
- The CONSULTANT shall prepare a construction cost estimate and make the changes to the design if needed to have it within the proposed budget.

  Deliverables: The following deliverables shall be provided under Task 4:

- Three (3) original sets of the 90% design package (11" x 17" plan sheets), one (1) electronic copy.
- One (1) copy of the meeting minutes.

- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.

Task 5 – 100% Design Submission (Lump Sum)

- The CONSULTANT shall incorporate the review comments from 90% design submission in the 100% design submission. The 100% design submission shall be complete.
- The CONSULTANT shall submit the 100% design submission for VILLAGE review. The design drawings shall be submitted in 11" x 17" plan sheets. The VILLAGE shall provide comments to the CONSULTANT within 10 business days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the VILLAGE to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.
- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for VILLAGE review and approval.
- The CONSULTANT shall prepare a construction cost estimate, and make the changes to the design if needed to have it within the proposed budget.
- Once all comments are addressed, or if no comments or corrections are necessary, the CONSULTANT shall submit the Final Plans and Specifications, and any other document required for a complete design.by the VILLAGE. CONSULTANT shall provide three (3) original signed and sealed sets of the Final Design Package (24" x 36" plan sheets), together with an electronic copy.

Deliverables: The following deliverables shall be provided under Task 5:

- Three (3) original sets of the 100% design package (11" x 17" plan sheets), together with an electronic copy.
- Three (3) original sets, signed and sealed of the Final Plans and Specifications 100% design package (24" x 36" plan sheets), together with one (1) electronic copy.

Task 6 - Permitting (Time & Materials)

- Electrical and structural permit to from the VILLAGE to construct the pump station structure and panel.

Task 7 - Bidding Services (Time & Materials)

- The CONSULTANT shall assist the VILLAGE in preparing the bid documents, including incorporating the VILLAGE's front-end documents.
- The CONSULTANT shall attend the pre-bid meeting. The CONSULTANT shall respond to questions from prospective bidders.
- The CONSULTANT shall provide supplemental information to prospective bidders as required during the bidding process through the issuance of addenda
-

The fee estimate can be found in the following page.

Lump Sum Activities

Harbor Island Phase 1	Structural and Electrical Services - Subconsultant CHA - Lumps Sum																				
Position	Name & (Company)	Labor Multiplier [1]	Hourly Rate [2]	Loaded Hourly Rate [1x2]	Contract Max. Rate	Task 1 - Project Coordinatoin & Data Collection		Task 2 - 30% Design		Task 3 - 60% design		Task 4 - 90% design		Task 5 - 100% design		Task 6 - Permitting		Task 7 - Bid Support		Total Labor	Costs
Consultant			$	$	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$
Electrical																					
SENIOR PROJECT ENGINEER	Eduardo Martinez (CHA)	2.90		0.00	230.00			3	$ 575.00	3	$ 575.00	3	$ 575.00	3	$ 575.00					10	$2,300.00
SENIOR PROJECT ENGINEER	Mony Manoyrine (CHA)	2.90		0.00	230.00			8	$ 1,886.00	8	$ 1,886.00	8	$ 1,886.00	8	$ 1,886.00					33	$7,544.00
PROJECT ENGINEER	David Sigler (CHA)	2.90		0.00	190.00			9	$ 1,662.50	7	$ 1,330.00	7	$ 1,330.00	7	$ 1,330.00					30	$5,652.50
DESIGNER	Leonardo Sempe (CHA)	2.90		0.00	135.00			19	$ 2,598.75	17	$ 2,227.50	17	$ 2,227.50	11	$ 1,485.00					63	$8,538.75
CADD	Evelin Ramos (CHA)	2.90		0.00	115.00			25	$ 2,817.50	21	$ 2,415.00	21	$ 2,415.00	21	$ 2,415.00					87.5	$10,062.50
	Sub-totals							**63**	**$9,539.75**	**55**	**$8,433.50**	**55**	**$8,433.50**	**50**	**$7,691.00**					223	**$34,097.75**
Structural																					
SENIOR PROJECT ENGINEER	Jim Aitken (CHA)	2.90		0.00	230.00			0	$ -	2	$ 460.00	2	$ 460.00	2	$ 460.00					6	$1,380.00
SENIOR PROJECT ENGINEER	Adrian Alfonso (CHA)	2.90		0.00	230.00			8	$ 1,840.00	8	$ 1,840.00	8	$ 1,840.00	8	$ 1,840.00					32	$7,360.00
PROJECT ENGINEER	Nicolas Fernandez (CHA)	2.90		0.00	190.00			20	$ 3,800.00	60	$ 11,400.00	20	$ 3,800.00	10	$ 1,900.00					110	$20,900.00
CADD	Pablo Artega (CHA)	2.90		0.00	115.00			40	$ 4,600.00	80	$ 9,200.00	40	$ 4,600.00	20	$ 2,300.00					180	$20,700.00
	Sub-totals							**68**	**$10,240.00**	**150**	**$22,900.00**	**70**	**$10,700.00**	**40**	**$6,500.00**					328	**$50,340.00**
	Task Sub-totals					**0**	**$0.00**	**131**	**$19,779.75**	**205**	**$31,333.50**	**125**	**$19,133.50**	**90**	**$14,191.00**	**0**	**$0.00**	**0**	**$0.00**		**$84,437.75**

Summary of Reimbursable Expenses							
Units	No. of		$/Unit				Total
Reimbursables Allowance							$0.00
							$0.00
							$0.00
						Reimbursable Expense	**$0.00**

Total **$84,437.75**

Time & Materials Activities

Harbor Island Phase 1	Structural and Electrical Services - Subconsultant CHA - Time & Materials																				
Position	Name & (Company)	Labor Multiplier [1]	Hourly Rate [2]	Loaded Hourly Rate [1x2]	Contract Max. Rate	Task 1 - Project Coordinatoin & Data Collection		Task 2 - 30% Design		Task 3 - 60% design		Task 4 - 90% design		Task 5 - 100% design		Task 6 - Permitting		Task 7 - Bid Support		Total Labor	Costs
Consultant			$	$	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$
Electrical																					
SENIOR PROJECT ENGINEER	Eduardo Martinez (CHA)	2.90		0.00	230.00	3	$ 575.00									1	$ 287.50	2	$ 460.00	6	$1,322.50
SENIOR PROJECT ENGINEER	Mony Manoyrine (CHA)	2.90		0.00	230.00	4	$ 943.00									2	$ 471.50	0	$ -	6	$1,414.50
PROJECT ENGINEER	David Sigler (CHA)	2.90		0.00	190.00	4	$ 665.00									2	$ 332.50	3	$ 570.00	8	$1,567.50
DESIGNER	Leonardo Sempe (CHA)	2.90		0.00	135.00	6	$ 742.50									6	$ 742.50	3	$ 405.00	14	$1,890.00
CADD	Evelin Ramos (CHA)	2.90		0.00	115.00	7	$ 805.00									7	$ 805.00	0	$ -	14	$1,610.00
	Sub-totals					**23**	**$3,730.50**									**18**	**$2,639.00**	**8**	**$1,435.00**	48	**$7,804.50**
Structural																					
SENIOR PROJECT ENGINEER	Jim Aitken (CHA)	2.90		0.00	230.00		$ -										$ -		$ -	0	$0.00
SENIOR PROJECT ENGINEER	Adrian Alfonso (CHA)	2.90		0.00	230.00	8	$ 1,840.00									4	$ 920.00	2	$ 460.00	14	$3,220.00
PROJECT ENGINEER	Nicolas Fernandez (CHA)	2.90		0.00	190.00	10	$ 1,900.00									4	$ 760.00	3	$ 570.00	17	$3,230.00
CADD	Pablo Artega (CHA)	2.90		0.00	115.00		$ -									4	$ 460.00	3	$ 345.00	7	$805.00
	Sub-totals					**18**	**$3,740.00**									**12**	**$2,140.00**	**8**	**$1,375.00**	38	**$7,255.00**
	Task Sub-totals					**41**	**$7,470.50**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**30**	**$4,779.00**	**16**	**$2,810.00**		**$15,059.50**

Summary of Reimbursable Expenses							
Units	No. of		$/Unit				Total
Reimbursables Allowance							$0.00
							$0.00
							$0.00
						Reimbursable Expense	**$0.00**

Total **$15,059.50**

Exhibit F – Subconsultant WGI (Environmental Permitting)

Exhibit F – WGI Scope of Services and Fee Estimate

WGI has been retained by Ribbeck Engineering, Inc. to perform the environmental data collection and to handle the following environmental permits:

- Miami Dade County DERM Class I Permit
- South Florida Water Management District Individual Permit
- Florida Department of Environmental Protection – Sovereign Submerged Lands Easement
- U.S. Army Corps of Engineers - Section 10 Permit

The Scope of Work is comprised of the following essential tasks:

Task 1 – Project Coordination & Data Collection

Task 6 – Permitting

Task 1 – Project Coordination & Data Collection (Time & Materials)

- Conduct a benthic resource survey of the area of seawall to be replaced and submerged bottom area immediately waterward of the seawall/rip-rap at the proposed outfall location. Document findings in a report/memorandum to be included with regulatory applications.
-

Deliverables: The following deliverables shall be provided under Task 1:

- Benthic Resources Survey & Memorandum of Findings

Task 6 - Permitting (Time & Materials)

- The CONSULTANT shall apply for all required permits from the VILLAGE, regulatory agencies, and authorities having jurisdiction, for this project. Environmental/regulatory permits required include:
    - Miami Dade County DERM Class I Permit
    - South Florida Water Management District Individual Permit
        - Florida Department of Environmental Protection – Sovereign Submerged Lands Easement
    - U.S. Army Corps of Engineers - Section 10 Permit
- The CONSULTANT shall respond to all permit comments from the VILLAGE, regulatory agencies, or authorities having jurisdiction.
- The CONSULTANT shall attend permit meetings with VILLAGE, regulatory agencies, and authorities having jurisdiction, record and prepare meeting minutes, and provide documentation to the VILLAGE.
- The CONSULTANT is responsible for determining which permits are required and which agencies are applicable to the project.
- Payment of application and permit will be handled by the VILLAGE. The CONSULTANT staff will request checks from the VILLAGE prior to the submittal of permit applications to cover any associated fees.

The fee estimate can be found in the following page.

Time & Materials Activities

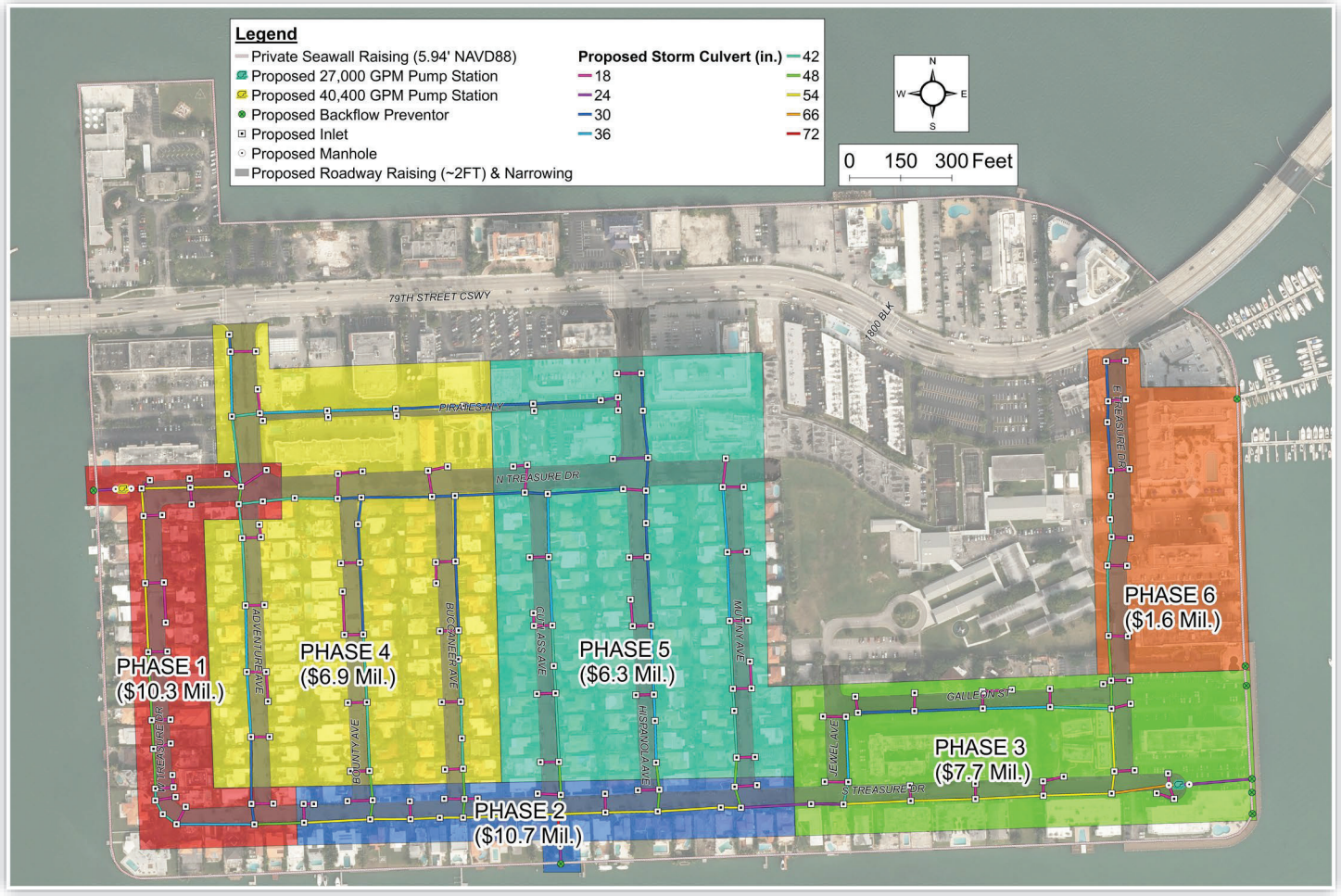
Harbor Island Phase 1	Environmental Services - Subconsultant WGI - (T&M)																				
Position	Name & (Company)	Labor Multiplier [1]	Hourly Rate [2]	Loaded Hourly Rate [1x2]	Contract Max. Rate	Task 1 - Project Coordinatoin & Data Collection		Task 2 - 30% Design		Task 3 - 60% design		Task 4 - 90% design		Task 5 - 100% design		Task 6 - Permitting		Task 7 - Bid Support		Total Labor	Costs
Consultant			$	$	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$
Senior Environmental Specialist	Greg Griffith - WGI	2.90	70.91	205.64	205.64	4	$ 822.56		$ -		$ -		$ -		$ -	12	$ 2,467.68		$ -	16	$3,290.24
Environmental Specialist	Amanda Montgomery - WGI	2.90		0.00	108.00	16	$ 1,728.00		$ -		$ -		$ -		$ -	236	$ 25,488.00		$ -	252	$27,216.00
	Sub-totals					**20**	**$2,550.56**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**248**	**$27,955.68**	**0**	**$0.00**	268	**$30,506.24**
	Task Sub-totals						**$2,550.56**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$27,955.68**		**$0.00**		**$30,506.24**

Summary of Reimbursable Expenses				
Units	No. of		$/Unit	Total
Reimbursables Allowance				$0.00
			Reimbursable Expense	**$0.00**

Total **$30,506.24**

NORTH BAY VILLAGE
EST. 1945

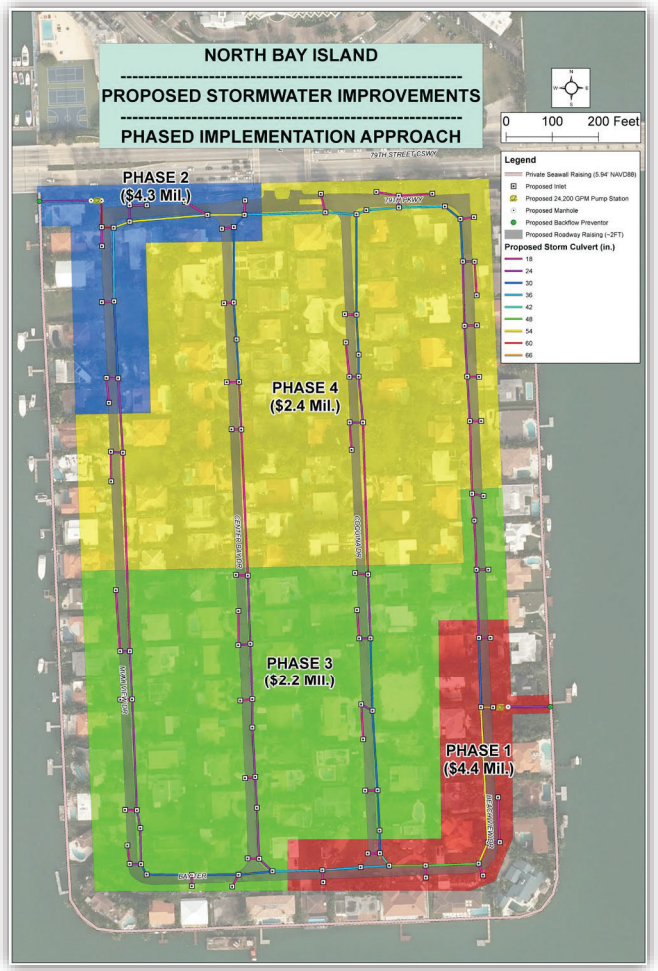
ALT 2 CIP PHASING - PRIORITIZED IMPROVEME



bcc engineering

NORTH BAY VILLAGE
EST. 1945

ALT 2 CIP PHASING - PRIORITIZED IMPROVEME





bcc engineering

Budget Amendment Form

Department : Stormwater Capital	Date: 6/11/2024
Fund(s) to be changed: Stormwater Capital Fund	

GL Account	GL Line Item	Project #:	Transfer to:	Transfer from:
340.36.538.6307	HI Project Pkg 1 (PS & Outfall)	SW24-01	$ 466,115.86	
340.36.538.6307	TI Project Pkg 1 (PS & Outfall)	SW24-04	$ 133,302.04	
340.00.384.3841	Loan/Debt Proceeds (Line of Credit)			$ 599,417.90
			$ 599,417.90	**$ 599,417.90**

Description:

Increase Stormwater GOB Capital Project Budgets for SW24-01 & SW24-04 - using the SW GOB Line of Credit.

Stormwater GOB Capital Fund

	FY 24 Budget	Actual B&V	Actual B&V	Actual B&V	FY 24 Budget Balance	EXP/CHEN/ RIBBECK	FY 24 Budget Balance
24-01	$ 147,598.00	$ 6,527.99	$ 3,746.46	$ 5,221.41	$ 132,102.14	$ 598,218.00	$ (466,115.86)
24-02	$ 344,294.00	$ 15,240.31	$ 8,746.51	$ 12,189.95	$ 308,117.23		$ 308,117.23
24-03	$ 223,518.00	$ 9,898.09	$ 5,680.58	$ 7,916.97	$ 200,022.36		$ 200,022.36
24-04	$ 540,792.00	$ 23,940.14	$ 13,739.40	$ 19,148.50	$ 483,963.96	$ 617,266.00	$ (133,302.04)
24-05	$ 564,143.00	$ 24,963.65	$ 14,326.80	$ 19,967.15	$ 504,885.40	$ 416,164.00	$ 88,721.40
24-06	$ 407,301.00	$ 18,023.76	$ 10,343.95	$ 14,416.28	$ 364,517.01		$ 364,517.01
24-07	$ 542,500.00	$ 24,015.03	$ 13,782.38	$ 19,208.40	$ 485,494.19		$ 485,494.19
24-08	$ 50,000.00	$ 2,209.28	$ 1,267.92	$ 1,767.09	$ 44,755.71		$ 44,755.71
	$ 2,820,146.00	$ 124,818.25	$ 71,634.00	$ 99,835.75	$ 2,523,858.00	$ 1,631,648.00	$ 892,210.00
				$ 296,288.00			

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: A Resolution Approving Work Order ARD24.01 with Ardurra Group, Inc. in the Amount of $219,469.00 for Phase 3 Sanitary Sewer INI Rehabilitation Project Management Services - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, MBA, PE)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR PROJECT MANAGEMENT SERVICES RELATED TO PHASE 3 OF THE INFILTRATION AND INFLOW (I/I) REHABILITATION PLAN FOR THE VILLAGE'S SEWER SYSTEM EVALUATION SURVEY (SSES) (ALSO KNOWN AS THE SANITARY SEWER EVALUATION STUDY) IN AN AMOUNT NOT TO EXCEED $219,469.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order ARD2401 with Ardurra Group, Inc. in the Amount of $219,469.00 for Sanitary Sewer INI Rehabilitation Project Management Services.

BACKGROUND AND ANALYSIS

On October 4, 2020, the Miami-Dade Department of Regulatory and Economic Resources (RER-DERM) placed North Bay Village's pump station basins under Temporary Moratorium (TM) status due to non-compliance with the County's I/I Criteria of 5,000 gallons per day-inch-mile (GPDIM) which establishes the maximum allowable limit of acceptable I/I. As a result, no certificate of use/occupancy or municipal occupational license for any project that would increase sewage flows to a Basin or Sub-basin under TM status was permitted until the Village completes all necessary improvements, repairs, or upgrades to bring the Basins and

Sub-Basins into compliance

This Task Order is a continuation of the SSES Plan of Compliance and Rehabilitation initiated by 300 Engineering Group (now a part of Ardurra). Ardurra/300 Engineering has assisted NBV by providing a systematic plan to ensure the Village's basins comply with the Miami-Dade County Code, in order to facilitate development and satisfy the RER/DERM requirements for I/I compliance. To date, Ardurra has assisted NBV in bringing two (2) out of four (4) basins into compliance (i.e. OK Moratorium Status).

Current Status:

- PS Main Basin: OK Status (Completed)
- PS Hispanola Basin: OK Status (Completed)
- PS South Treasure Basin: TM Status (Pending completion corrective action & additional repairs)
- PS Village Hall Basin: TM Status (Pending completion corrective action & additional repairs)

The I/I Rehabilitation Status for the pending basins has resulted in substantial flow reductions, as shown below:

Basin	**Pre-Rehab I/I Flow (GPM)**	**Post-Rehab I/I Flow (GPM)**	**Percent Reduction**	**Pending Flow reduction (GPM) to achieve <5,000 GPDIM**
South Treasure	165	101	39%	65
Village Hall	476	202	58%	109

Task Order No. ARD24.01 will allow Ardurra Engineering to continue assisting the Village with the required rehabilitation work to tackle remaining I/I issues.

Project Management Services & Coordination Meetings

Provide general oversight of the project including management of contractor making INI repairs. Ardurra will provide assistance coordinating with RER/DERM to address the Consent Agreement.

Night Flow Testing & GPDIM Calculations

Perform Night Flow measurements at the two (2) sewer pump stations pending compliance with County's 5,000 GPDIM standard, night flow data will be measured during three (3) consecutive days, within the hours of 1:00 am and 5:00 am, during the designated wet season months (June 1st – November 30th) and during days of the month when high tide is set to occur within +/- two hours of the designated nighttime hours

Flow Meter Installation & Village Hall Wet Well Cleaning
In order to subdivide Basin Village Hall into sub-basins, a combination of flow meters and “rate-of-rise” flow testing method will be performed. Flow meters will be installed in manholes, while simultaneously performing field flow testing at the Village Hall PS wet well.

Private-side Sewer Lateral Compliance Assistance
Assist the village in following up with property owners who received a notification of smoke defect. Ardurra will verify observable defects located in the private side and assist with coordinating corrective action through Village Code Enforcement and/or RER-DERM. Ardurra will develop educational fact sheets for multi-family buildings and other private properties on illicit connections to the sewer system and a Private Lateral Policy.

CCTV Management and Construction Administration & Inspection Services
Ardurra will will monitor and inspect all activities related to the Contractor's cleaning and CCTV of the selected gravity mains and laterals to ensure compliance with the project Specifications. Including being responsible for reviewing the video inspection recordings & making repair recommendations of the sewer lines & laterals that are cleaned and video inspected by the Contractor. Along with technical oversight over I/I repairs such as CIPP & Lateral rehabilitation/replacement along with on-site observation of the contractor’s repair procedures.

Smoke Re-testing
As per RER/DERM requirements, Ardurra will conduct smoke re-testing to the NBV sewer collection system segments (within Basins Village Hall and South Treasure) where rehabilitation work was performed to ensure the correction defects found during the initial 2021 smoke testing. Ardurra will record locations where smoke is observed. Smoke exfiltration may be caused by: structural damage in pipes, cross-connections with roof gutters, sewer cleanouts, leakage in laterals, area drains and stormwater drain cross-connections. For each sewer line tested, the field forms will locate each point of smoke exfiltration detected.

Regulatory Reporting & Consent Agreement Coordination
Once a basin is brought into compliance with RER-DERM criteria, Ardurra will prepare the required report for submittal to RER/DERM including updates to the corrective action work plan. Ardurra will assist NBV in providing the required coordination & documentation requested under the Draft Consent Agreement (CA) with Miami-Dade County, as related to I/I, including:

- Budget Report for the rehabilitation work required for each Pump Station (PS) under Moratorium (Village Hall and South Treasure) per Exhibit B of the CA, within sixty (60) days of the effective date of the CA.
- Submit a detailed quarterly Basin Compliance Report of all sanitary sewer system improvements and the repairs implemented in Basin Village Hall, and Basin South Treasure, in accordance with the identified repairs listed in Appendix B of the CA. For the purpose of estimating the level of effort under this Task Order, three (3) quarterly reports have been included.

Contingency Allowance for Additional Services
This allowance is for items not identified in the original scope but associated with the project. Ardurra will provide "Additional Services" not addressed in this Work Order as requested and authorized by the Village. This allowance may cover items such as additional meetings and/or

additional coordination not covered, public involvement or other items as directed by the Village. The use of this allowance will only be allowed after written approval from the Village.

This item will be paid in the ARPA Fund by transferring budget from Project# ARPA22-02, SSES Evaluation Repairs (317.20.525.6531) $69,905 and from Project#SI23-02, SSES Evaluation Repairs HI & NBI (317.20.525.6532) $149,564. The total project cost of $219,469 will be transferred to Project# ARPA24-05 SSES Phase 3 - in SSES Evaluations (317.20.52.6531).

It is recommended that the Village Commission approve Work Order ARD2401 with Ardurra Group, Inc. in the Amount of $219,469.00 for Sanitary Sewer INI Rehabilitation Project Management Services.

Approval of this agenda item will promote the Resilience Pillar of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

In the ARPA Fund - Transfer from ARPA Projects SI23-02 (317.20.525.6532) ($149,564) & ARPA22-02 (317.20.525.6531)($69,905) and Transfer to Project# ARPA24-05 (317.20.525.6531)($219,469)

PERSONNEL IMPACT

NONE

ATTACHMENTS

Reso WO Ardurra Rehab Plan Sewer System BA.DOCX
Exhibit A-WO ARD2401 INI Rehab Phase 3 Management.pdf
Exhibit B - Budget Amendment Form- Ardurra SSES Phase 3.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR PROJECT MANAGEMENT SERVICES RELATED TO PHASE 3 OF THE INFILTRATION AND INFLOW (I/I) REHABILITATION PLAN FOR THE VILLAGE'S SEWER SYSTEM EVALUATION SURVEY (SSES) (ALSO KNOWN AS THE SANITARY SEWER EVALUATION STUDY) IN AN AMOUNT NOT TO EXCEED $219,469.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 29, 2021, the North Bay Village ("Village") Commission adopted Resolution No. 2021-058 authorizing the Village Manager to issue an amendment to Work Order 20-01 with Kimley-Horn and Associates, Inc. ("Kimley-Horn") to include the services of 300 Engineering Group, P.A. ("300 Engineering") as a subconsultant to perform the remaining items needed to complete the Village's pending 2012 SSES Cycle 2 Phase 3 deficiency rehabilitation work and the upcoming 2022 SSES Cycle 3 report which are required by the Miami-Dade County, including performance of the night flow testing, calculation of GPDIM and allowable Infiltration and Inflow ("INI") per basin, water consumption analysis, night flow isolation, smoke testing, and preparation of the Village's 2022 SSES Cycle 3 report; and

WHEREAS, on May 10, 2022, the Village Commission adopted Resolution No. 2022-038 authorizing the issuance of an additional work order relating to Phase 1 of the Infiltration and Inflow Rehabilitation Plan (the "I/I Plan") to Kimley-Horn to provide limited assistance associated with contract administration and addressing requests for information, and for 300 Engineering, as the subconsultant, to perform civil and environmental engineering services associated with the main pump station basin; and

WHEREAS, on April 18, 2023, the Village Commission adopted Resolution No. 2023-059 authorizing the issuance of a work order relating to Phase 2 of the I/I Plan to Kimley-Horn, including limited assistance associated with contract administration and address requests for information and for 300 Engineering, as the subconsultant, to perform civil and environmental engineering services associated with the three remaining pump station basins; and

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

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on May 1, 2024, with Ardurra Group, Inc. (the "Consultant"), formerly 300 Engineering, as one of the selected firms (the "Agreement"); and

WHEREAS, the Village will be conducting Phase 3 of the I/I Plan in order to implement lateral rehabilitation and replacement of the Village's remaining two basins (Village Hall and South Treasure) (the "Project"); and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited and the Consultant submitted a proposal to provide support services for the Project (the "Services"); and

WHEREAS, consistent with the Agreement previously entered into between the Village and Consultant, the Village and Consultant have negotiated a work order for the Services in the amount of $219,469.00, attached hereto as Exhibit "A," (the "Work Order"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the Work Order to the Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (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, in order to provide the necessary funding for the Services and 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A".

Section 3. 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 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 Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this ___ day of _____ 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC

Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 01

Dated this day of , 20XX

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

I/I REHABILITATION – PHASE 3

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Ardurra Group Inc. (Ardurra), a full service engineering firm authorized to transact business in Florida ("CONSULTANT"), is pursuant to the RFQ 2023-005 Consultant Services Agreement dated May 1, 2024 and expiring on May 1, 2029 ("MASTER AGREEMENT").

PROJECT DESCRIPTION

The VILLAGE's wastewater collection system consists of approximately 30,000 LF of gravity sewer mains, 143 manholes and four (4) pump stations/basins.

On October 4, 2020, the Miami-Dade Department of Regulatory and Economic Resources (RER-DERM) placed North Bay Village's pump station basins under Temporary Moratorium (TM) status for non-compliance with the County's I/I Criteria of 5,000 gallon per day-inch-mile (GPDIM) which establishes the maximum allowable limit of acceptable I/I. As a result, no certificate of use/occupancy, or municipal occupational license for any project that will increase sewage flows to a Basin or Sub-basin placed under TM status was allowed until the Village performs all required improvements, repairs, or upgrades to bring the Basins and Sub-Basins into compliance.

This Task Order is a continuation of the SSES Plan of Compliance and Rehabilitation initiated by 300 Engineering Group (now a company of Ardurra). CONSULTANT has assisted the VILLAGE by providing a systematic plan to bring the VILLAGE's basins into compliance with the County code, in order to facilitate development and satisfy the RER/DERM requirements for I/I compliance. To date, CONSULTANT has assisted the VILLAGE to bring two (2) out of (4) basins into compliance (OK Moratorium Status).

- PS Main Basin: OK Status (Completed)
- PS Hispanola Basin: OK Status (Completed)
- PS South Treasure Basin: TM Status (Pending completion corrective action & additional repairs)
- PS Village Hall Basin: TM Status (Pending completion corrective action & additional repairs)

The I/I Rehabilitation Status for the pending basins has resulted in substantial flow reductions, as shown below:

Basin	Pre-Rehab I/I Flow (GPM)	Post-Rehab I/I Flow (GPM)	Percent Reduction	Pending Flow reduction (GPM) to achieve <5,000 GPDIM
South Treasure	165	101	39%	65
Village Hall	476	202	58%	109

Task Order No. 1 will allow CONSULTANT to continue assisting the VILLAGE with the required rehabilitation work to tackle the remaining I/I issues.

GENERAL REQUIREMENTS

Design Standards

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

Quality Control

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

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

Project Schedule

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

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

Permitting

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

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

- Florida Department of Transportation (FDOT)
- Miami Dade County Department of Regulatory & Economic Resources (RER)

SPECIFIC SCOPE OF SERVICES

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

Task 1 – Project Management Services & Coordination Meetings

- Provide general oversight of the project including management of CONSULTANT Staff
- Provide assistance to the VILLAGE in coordinating with RER/DERM, as well as in meeting the expectations of the Consent Agreement
- Prepare and attend kick-off meeting to be held either at the VILLAGE's offices or via online web conference, with representatives from the VILLAGE. The purpose of this meeting will be to allow key project personnel and the VILLAGE staff to confirm objectives of this task authorization, review the schedule, discuss planned execution of the project, and identify additional information to be provided by the VILLAGE
- Attend bi-weekly meeting with SSES Rehab Contractor(s). For the purpose of estimating level of effort, eight (8) meetings have been budgeted
- For each meeting conducted under this task authorization, CONSULTANT will prepare an agenda, summarize the meeting discussion, and prepare meeting minutes
- Develop one (1) project baseline schedule
- Monthly Progress Reports will be prepared each month and issued to the VILLAGE with the monthly invoice

Deliverables: The following deliverables shall be provided under Task 1:

- Project Schedule (One (1) baseline schedule)
- Monthly Progress Report (Seven (7) total)
- Meeting Agenda & Minutes for Kick-off and Coordination Meetings (Nine (9) total)

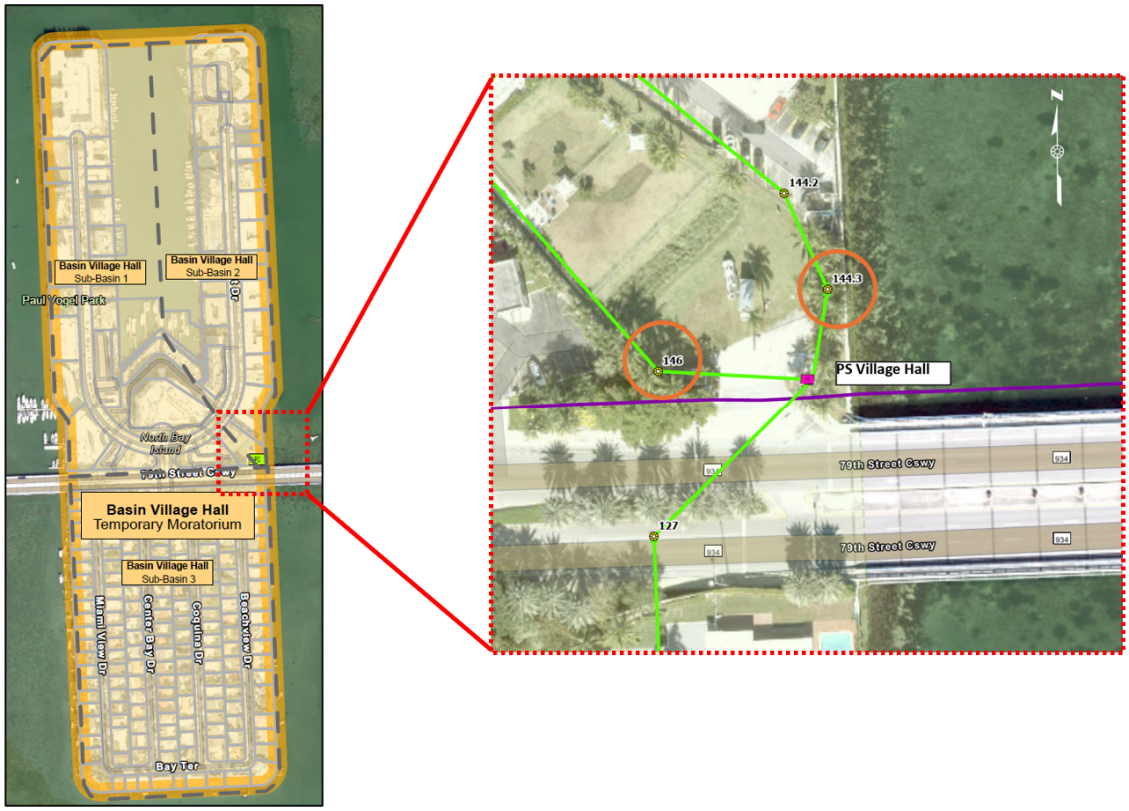
Task 2 – Night Flow Testing & GPDIM Calculations

- CONSULTANT will perform Night Flow measurements at the two (2) sewer pump stations pending compliance
- To establish compliance with the County's 5,000 GPDIM standard, night flow data will be measured during three (3) consecutive days, within the hours of 1:00 am and 5:00 am, during the designated wet season months (June 1st – November 30th) and during days of the month when high tide is set to occur within +/- two hours of the designated nighttime hours
- VILLAGE staff shall accompany CONSULTANT to open the pump stations, wet well hatch and operate pumps
- VILLAGE shall assist with cleaning of Village Hall Wet Well (to be performed by Contractor) prior to Flow Testing
- Field Inspection forms and a Field Flow measurement summary table will be completed for each of the studied sewer pump stations. To comply with Health & Safety requirements, two (2) CONSULTANT staff members will attend to the following pump station sites:
    - PS 23-0002 – Village Hall

- PS 23-0004 – South Treasure

Task 2.1: Flow Meter Installation & Village Hall Wet Well Cleaning

- In order to subdivide Basin Village Hall into sub-basins, a combination of flow meters and "rate-of-rise" flow testing method will be performed. Flow meters will be installed in MHs 146 and 144.3 (by Envirowaste), as shown in Figure 1 below, while simultaneously performing field flow testing at the Village Hall PS wet well.



- Pursuant to Section 24-42.2(2) of the Miami-Dade County Environmental Protection Code, the maximum allowed I/I in the collection system is 5,000 gallons per day per inch pipe diameter mile (GPDIM). Using the sanitary sewer collection system information from the Village's GIS data and the Flow measurements obtained in Task 3, CONSULTANT will calculate the allowable limit of I/I in the Town's sanitary sewer system. Additionally, CONSULTANT will utilize this data to properly determine the existing GPDIM and whether or not the collection systems of the pending two (2) sewer basins are in compliance with regulatory requirements
- CONSULTANT will analyze water consumption records (for a one month period) in the Village and compare these with the wastewater flow production in the Village's sewer basins
- Based on the water consumption records, CONSULTANT will perform an RER/DERM approved estimate of I/I
- A meeting will be scheduled to discuss and evaluate accuracy of water consumption records and Utility water billing

Deliverables: The following deliverables shall be provided under Task 2:

- Field Forms (in electronic format). One (1) field form per pump station, per day, for a total of six(6) field forms
- Field Inspection Photographs & Videos
- Pump Station Flow summary table (in GPM and GPD)
- Table showing GPDIM calculations for allowable I/I and existing GPDIM for each basin

Task 3 – Private-side Sewer Lateral Compliance Assistance

- CONSULTANT will assist the VILLAGE in following up with property owners who received a notification of smoke defect
- CONSULTANT will verify observable defects located in the private side and assist with coordinating corrective action through VILLAGE Code Enforcement and/or RER-DERM
- CONSULTANT will develop educational fact sheets for multi-family buildings and other private properties on illicit connections to the sewer system
- CONSULTANT will assist the VILLAGE in developing a Private Lateral Policy
    - Conduct an initial assessment of the VILLAGE's existing policies related to wastewater management. Identify gaps, challenges, and opportunities for improvement in the current policy framework.
    - Ensure alignment with regulatory standards while developing new or revised policies
    - Private Lateral Inspection and Repair Programs: Develop a policy framework for private lateral inspection and repair programs, outlining requirements for property owners to address potential sources of I/I. Establish guidelines for mandatory inspections, repair standards, and compliance timelines
    - Incentive Programs: Explore and develop incentive programs to encourage private property owners to voluntarily adopt I/I reduction measures. Evaluate potential financial incentives, grants, or other rewards to promote compliance with the new policies
    - Integration with Existing Programs: Ensure alignment and integration of the new policies with existing stormwater management, sewer rehabilitation, and environmental sustainability initiatives. Minimize duplication of efforts and streamline policy implementation
    - Collaborate with the VILLAGE to review and refine the drafted policies, ensuring compliance with legal standards and potential challenges. Facilitate the approval process through relevant Commission meetings, as applicable
    - Develop a detailed implementation plan outlining the phased rollout of the new I/I policies. Identify key milestones, responsible parties, and monitoring mechanisms.
    - Prepare comprehensive documentation of the adopted policies, including policy texts, implementation plans, and related materials

Deliverables: The following deliverables shall be provided under Task 3:

- Updated private lateral defect tracking sheet (in electronic format)
- Private Lateral Inspection and Repair Policy (Draft)
- Policy Adoption Workshop (Agenda and Meeting Minutes)

Task 4 – CCTV Management and Construction Administration & Inspection Services

- CONSULTANT will consult advise the City and act as its representative during the pending I/I investigation & repairs identified

- CONSULTANT will monitor and inspect all activities related to the Contractor's cleaning and CCTV of the selected gravity mains and laterals to ensure compliance with the project Specifications
- CONSULTANT will be responsible for reviewing the video inspection recordings & making repair recommendations of the sewer lines & laterals that are cleaned and video inspected by the Contractor
- CONSULTANT will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) (unless otherwise specified in the Construction Contract Documents) or the safety precautions and programs associated with the work of Contractor(s).
- CONSULTANT will make site visit(s) at periods appropriate to the various stages of construction to inspect, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the Construction Contract Documents.
- CONSULTANT's efforts will be directed toward providing a greater degree of confidence for the Village that the completed work of Contractor(s) will conform to the Construction Contract Documents. CONSULTANT will provide construction quality control services during the course of construction to assure that the overall technical correctness of the construction phase services and that specified procedures are being followed and advise the VILLAGE on maintaining schedules.
- CONSULTANT will provide technical oversight over I/I repairs such as CIPP & Lateral rehabilitation/replacement along with on-site observation of contractor's repair procedures
- CONSULTANT will review the Contractor's Request for payment and make recommendations for payment to the VILLAGE
- CONSULTANT will provide ancillary field investigations necessary to supplement the I/I rehabilitation such as dye testing
- VILLAGE Operations Team will maintain wet well level for Village Hall Pump Station below the influent invert during flow testing
- Exhibit D includes a preliminary estimate of the pending repairs & investigation within Basins Village Hall & South Treasure. Upon further CCTV inspection, additional repairs not included in this estimate may be warranted

Deliverables: The following deliverables shall be provided under Task 4:

- Daily Field Inspection & Field Investigation forms (in electronic format)
- Repair Recommendations based on CCTV results

Task 5 – Smoke Re-testing

- As per RER/DERM requirements, CONSULTANT will conduct smoke re-testing to the NBV sewer collection system segments (within Basins Village Hall and South Treasure) where rehabilitation work was performed to ensure the correction defects found during the initial 2021 smoke testing. The services will be performed with a portable blower designed and built specifically for the use of smoke testing. The pipe sections and lengths shall not exceed the capacity of the blower to provide adequate smoke for testing. CONSULTANT shall not perform smoke re-testing on days that will hinder the results of the test (for example, when high winds, heavy rains, or excessively high groundwater levels would interfere with the effectiveness of the testing)
- CONSULTANT staff will record locations where smoke is observed. Smoke exfiltration may be caused by: structural damage in pipes, cross-connections with roof gutters, sewer cleanouts, leakage in laterals, area drains and stormwater drain cross-connections. For each

sewer line tested, the field forms will locate each point of smoke exfiltration detected. Typical methods to locate smoke leakage include: triangulate the defect with respect to the distance from two fixed objects (house corners, power poles, fire hydrant, etc.) and record on a location sketch; sub-meter GPS coordinates; or recording the distance from the upstream manhole to a point perpendicular to the defect, as well as the distance left/right to the defect

- Photographic record of these observations will be kept. Photographs of smoke evidence shall have a location indicated in the photograph using a defect flag where possible. Photographs shall be clearly cross-referenced to the field log indicating the location of the leak. Once the defect has been flagged, CONSULTANT's staff will snap a digital picture showing the smoke exiting from the defect, flag and physical features at or near the defect. Any defects identified during the smoke re-testing will be added to the CAP and targeted for rehabilitation. Notifications will be distributed by CONSULTANT before the smoke re-test is performed

Deliverables: The following deliverables shall be provided under Task 5:

- Field log with observations, sketches, and photographs documenting the Smoke Test procedure and results, in accordance with RER SSES guidelines
- List of required repairs and smoke defect forms, if applicable

Task 6 – Regulatory Reporting & Consent Agreement Coordination

- Once a basin is brought into compliance with RER-DERM criteria, CONSULTANT will prepare the required report for submittal to RER/DERM including updates to the corrective action work plan
- CONSULTANT will assist the VILLAGE in providing required coordination & documentation requested under the Draft Consent Agreement (CA) with Miami-Dade County, as related to I/I, including:
    - Budget Report for the rehabilitation work required for each Pump Station (PS) under Moratorium (Village Hall and South Treasure) per Exhibit B of the CA, within sixty (60) days of the effective date of the CA
    - Submit a detailed quarterly Basin Compliance Report of all sanitary sewer system improvements and the repairs implemented in Basin Village Hall, and Basin South Treasure, in accordance with the identified repairs listed in Appendix B of the CA. For the purpose of estimating the level of effort under this Task Order, three (3) quarterly reports have been included

Deliverables: The following deliverables shall be provided under Task 6:

- Signed and Sealed Regulatory Report updates (in PDF format)
- Budget Report on non-compliant basins for RER-DERM (one (1), in electronic format)
- Detailed Quarterly Basin Compliance Reports (three (3), in electronic format)

Task 7 – Contingency Allowance for Additional Services

This allowance is for items not identified in the original scope but associated with the project. CONSULTANT will provide "Additional Services" not addressed in this Work Order as requested and authorized by the VILLAGE. This allowance may cover items such as additional meetings and/or additional coordination not covered, public involvement or other items as directed by the VILLAGE. The use of this allowance will only be allowed after written approval from the VILLAGE.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to sites
- Requested information being made available by VILLAGE
- VILLAGE staff will be available to conduct meetings, as necessary
- VILLAGE staff to accompany CONSULTANT during Night Flow Measurement field work
- VILLAGE staff to operate pump station during Night Flow Measurement task
- CONSULTANT will not perform confined entry under this scope of work
- CONSULTANT will not perform surveying services under this scope of work
- CONSULTANT will not replace clean-outs or rain dishes as part of this scope of work
- Identification of other utilities is not included as part of this scope of work
- Additional services performed during the execution of the present scope of work, due to additional sewer system to be evaluated, will be invoiced under a separate task order
- Non-Solicitation of Employees and Independent Contractors and Covenant Not to Hire. The City agrees that they will not, directly or indirectly, initiate efforts aimed at the hiring of CONSULTANT's employees or independent contractors or solicit, hire, employ, recruit, CONSULTANT's employees or independent contractors, without the prior written approval of CONSULTANT's until after three (3) years from the effective date of this Agreement
- CONSULTANT cannot guarantee compliance with RER-DERM I/I criteria due to the major contribution of private-side I/I into the VILLAGE's collection system. However, CONSULTANT will work with the VILLAGE and RER-DERM to find practical solutions & pathways to assist the VILLAGE in attaining compliance with the County's I/I criteria
- CONSULTANT is relying on water meter flow records, which are assumed to be accurate, for the water consumption credit on Task 2 Night Flow Analysis.
- In consideration of this Task Authorization, access to data and information sources is made available to CONSULTANT. CONSULTANT shall comply fully with all security procedures and shall not divulge to third parties all confidential Data Information obtained from the VILLAGE in the course of performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the VILLAGE. CONSULTANT shall not be required to keep confidential information or material that is publicly available through no fault of CONSULTANT, material that CONSULTANT developed independently without relying on the state's or Village's confidential information, or material that is otherwise obtainable under State Law as a public record

ADDITIONAL SERVICES

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

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 6 within 240 days of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the

VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

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

TERMS OF COMPENSATION

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

Task 1 – Project Management Services & Coordination Meetings	$15,480.00
Task 2 – Night Flow Testing & GPDIM Calculations	$14,760.00
Task 2.1 – Flow Meter Installation & Village Hall Wet Well Cleaning	$16,975.00
Task 3 – Private-side Sewer Lateral Compliance Assistance	$33,740.00
Task 4 – CCTV Management and Construction Administration & Inspection Services	$81,692.00
Task 5 – Smoke Re-Testing	$12,270.00
Task 6 – Regulatory Reporting & Consent Agreement Coordination	$26,430.00
Task 7 – Contingency Allowance	$18,122.00
Reimbursable Expenses	$0.00
Grand Total	**$219,469.00**

VILLAGE CONTACTS

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

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Paola Davalos
Ardurra Group, Inc
1000 NW 57th Ct, Suite 800, Miami, FL 33126
Email: padavalos@ardurra.com
Phone: 786-873-5200

SIGNATURE PAGE
NORTH BAY VILLAGE

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

By: _____
Marlon Lobban
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ ___Manager Purchasing Authority (§36.25 Village Code)
☐ ___Resolution No. _____

By: _____
Dr. Ralph Rosado, Ph.D, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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



SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

ARDURRA GROUP, INC

_____

_____
[Print Name, check title]

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

ATTEST:

_____
Secretary

_____
[Print 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

Exhibit A – Work Break Down Fee Schedule

North Bay Village

RFQ 2023-005 - Work Order No. 1

I/I REHABILITATION - PHASE 3

Proposed Fee Schedule
Appendix A

Task		Principal	Project Manager	PIO/Communication Manager	Construction Manager	GIS Specialist	Designer	Inspector	Total Hours	Fee Breakdown	Subtotal	Remarks
	Rate, $/Hr	$280.00	$235.00	$200.00	$175.00	$127.00	$135.00	$125.00				
1	**Project Management Services & Coordination Meetings**	2	52	0	0	0	20	0	74	$15,480.00	$15,480.00	
2	**Night Flow Testing & GPDIM Calculations**	1	8	0	24	0	40	24	97	$14,760.00	$14,760.00	
2.1	**Flow Meter Installation and Village Hall Wet Well Cleaning**	0	0	0	0	0	0	0	0	$0.00	$16,975.00	LS for Envirowaste Flow Meter Installation
3	**Private-side Sewer Lateral Compliance Assistance**	2	30	24	20	0	58	80	214	$33,740.00	$33,740.00	
4	**CCTV Management and Construction Administration & Inspections Services**	2	40	0	120	16	120	260	558	$81,692.00	$81,692.00	
5	**Smoke Re-testing**	0	6	0	0	0	36	48	90	$12,270.00	$12,270.00	
6	**Regulatory Reporting & Consent Agreement Coordination**	2	54	0	0	40	60	0	156	$26,430.00	$26,430.00	
7	**Contingency Allowance**	1	20	0	0	16	36	50	123	$18,122.00	$18,122.00	
	Total (Hours)	**10**	**210**	**24**	**164**	**72**	**370**	**462**	**1312**			
	Sub-Total Labor Fee									**$202,494.00**	**$219,469.00**	
	ODC's (Mileage, Reproduction & Reimbursable) (See Appendix B)										**$0.00**	
	Sub-Total Labor Fee/ODC										**$219,469.00**	
	Total Project Cost (Labor/ODC)										**$219,469.00**	
	% Utilization	**0.76%**	**16.01%**	**1.83%**	**12.50%**	**5.49%**	**28.20%**	**35.21%**	**100.00%**			
	Total ($)	**$2,800.00**	**$49,350.00**	**$4,800.00**	**$28,700.00**	**$9,144.00**	**$49,950.00**	**$57,750.00**	**$0.00**		**$219,469.00**	

ENVIRO WASTE SERVICES GROUP
2170 W. State Road 434 - Suite 330
Longwood, FL 33823
Office: 877-637-9665

Proposal / Agreement

City Hall Pump Station 79 St

Date: 5/25/2024
Customer Name: Ardurra
Customer Billing Address: 8600 NW 17 Street
City Doral **State** FL. **ZIP** 33126
Contact Person: Paola Davalos
Contact Phone: 786 873 5200
Contact Person Email: Padavalos@300eng.com
Customer Contract #:
Job Reference Name: North Bay Village City Hall PS Flow monitoring

In accordance with your request, we are pleased to submit the following proposal:

Item #	Description	Unit	Qty	Unit Price	Extended Price
1	Flow meter installation and removal (1 - 30 day minimum)	MON	2	$7,000.00	**$14,000.00**
2	Mobilization fee if location is not accessible	EA	1	$500.00	**TBD**
3	Vactor service (4 Hr minimum)	HR	4	$300.00	**TBD**
4	QA meters if service/reading is interrupted due to blockage	EA	1	$500.00	**TBD**
5	Perform wet well cleaning at City Hall P.S.	LS	1	$2,625.00	**$2,625.00**
6	Sludge disposal at County facility	EA	1	$350.00	**$350.00**
				$ -	**$ -**
				$ -	**$ -**
				$ -	**$ -**
				$ -	**$ -**
					$16,975.00

SCOPE OF WORK DESCRIPTION:

Perform installation of meter/logger and monitor sanitary sewer flow on two influent lines leading to City Hall P.S.

All quotes/prices are valid for 30 days of acceptance of this proposal by the Customer. After 90 days EWSG reserves the right to adjust the price.

EXCEPTIONS / INCLUSIONS:

- **EWSG is to be supplied adequate access to site / MOT (other than cones around our equipment) if required.**
- **Water supplied by others.**
- **Mobilization will be charged if we are not able to complete our work due to conflicts by others ($500.00/day)**
- **Final DERM reports by others**
-
-

We have submitted this proposal in good faith, under the assumption the information provided is accurate and the descriptions and scope and intentions of this project are accurate. We reserve the right to modify this proposal if the conditions vary widely. The pricing is submitted under the assumption the job will be completed, as whole. Additional mobilizations for stoppages beyond our control will be

negotiated.

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by EWSG for the Customer. EWSG will always follow Customer's instructions both verbal and written.

Customer Provided Labor: Where the Customer provides labor for EWSG, the Customer will indemnify EWSG for liability, loss or expense for work related injuries to those laborers not provided by EWSG. The Customer agrees to waive all rights to subrogation against EWSG arising out of the work in the Agreement.

Customers Responsibilities: Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If EWSG cannot continue its work due to circumstance caused or allowed by Customer and of which EWSG was not apprised prior to starting the work, an hourly fee will be charged.

Damage Limitations: Under no circumstances will EWSG be responsible for indirect, incidental or consequential damages. EWSG also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

Pre-existing Conditions: EWSG will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers or the use of fire hydrants) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of EWSG's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions on the job site.

Environmental Conditions: The debris is represented to EWSG to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

Indemnification: The Customer and EWSG will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify EWSG for liability, loss and expense resulting from EWSG's services if EWSG is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

Limitation of Liability: Notwithstanding anything herein to the contrary, EWSG's liability arising under this agreement or relating to this work shall not exceed the aggregate amounts paid by Customer to EWSG under this agreement. The foregoing sentence is the entire liability and obligation of EWSG with respect to any liability hereunder, including, without limitation, incidental, special, consequential, punitive, aggravated, exemplary, liquidated or delay damages.

Payment Terms: Company will invoice Customer monthly or upon completion of the scope of services. Customer's payment terms will be in US Dollars and paid in full thirty (30) days after invoice date. In addition to any other remedy available to Company for late payments, Customer will be obligated to pay Company interest for fees and charges not paid within 45 days from invoice date at the compounded interest rate of 1-1/2% per month or the maximum allowed by law, whichever is less for each month (or partial month), calculated from the date such payment was due until the date paid. Customer will be responsible for any costs, including attorney's fees, incurred by the Company in collecting any past due amounts under this Agreement.

Sectional Installation: Customer acknowledges the installation of a Sectional Liner for the purpose of rehabilitating a damaged pipeline does not guarantee additional repair work will not be required even with proper installation. Should it be determined additional repair work will be required EWSG will provide additional services as agreed upon with the Customer. Such costs for additional services will be born by the customer and agreed upon in writing prior to the initiation of additional work.

Entire Agreement: This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by EWSG of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

CUSTOMER APPROVAL

Customer Signature

Printed Name & Title

DATED

EnviroWaste Services Group, Inc.

Submitted by

Mike garcia

Printed Name & Title

5/25/2024

DATED

Exhibit B – Location Map


N
Shores Tenni
Paul Vogel Park
East Dr
North Bay
79th Street Cswy
N Bay Cswy
79th Street Cswy
N Bay Cswy
North Bay
Village Police
Station
934
Normandy
Treasure Island
Elementary
North Bay
Village
Esri Community Maps Contributors, Miami-Dade County, FDEP, © OpenStreetMap, Microsoft, ², © TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bur\SA, USDA, USFWS, State of Florida, Maxar, Micro-WS

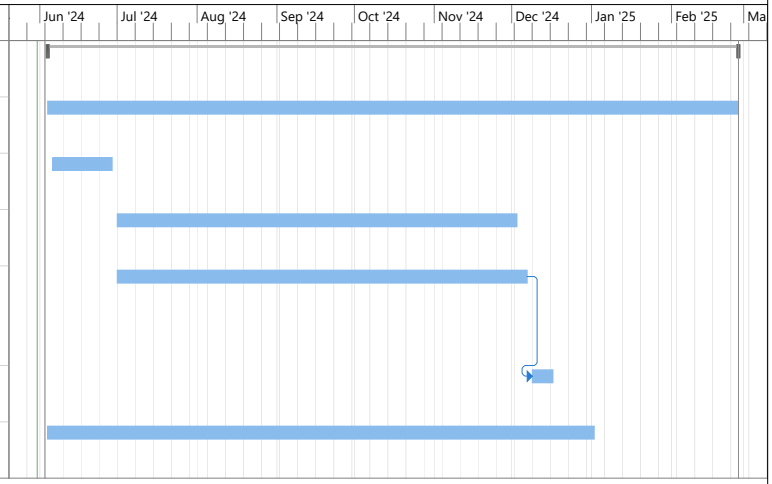
Exhibit C – Project Tentative Schedule

North Bay Village
RFQ No. 2023-005 WO #1

I/I Rehabilitation - Phase III
BASELINE SCHEDULE

Fri 5/31/24
1 OF 1

ID	Task Name	Duration	Start	Finish
0	**I/I Rehabilitation - Phase III**	**192 days**	**Tue 6/4/24**	**Wed 2/26/25**
1	1. Project Management Services & Coordination Meetings	192 days	Tue 6/4/24	Wed 2/26/25
2	2. Night Flow Testing & GPDIM Calculations	17 days	Thu 6/6/24	Fri 6/28/24
3	3. Private-side Sewer Lateral Compliance Assistance	111 days	Mon 7/1/24	Mon 12/2/24
4	4. CCTV Management and Construction Administration & Inspection Services	115 days	Mon 7/1/24	Fri 12/6/24
5	5. Smoke Re-testing	6 days	Mon 12/9/24	Mon 12/16/24
6	6. Regulatory Reporting & Consent Agreement Coordination	152 days	Tue 6/4/24	Wed 1/1/25



ARDURRA

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

Prepared by: Ardurrra Group, Inc

Budget Amendment Form

Department : ARPA	**Date :** 6/11/2024
Fund(s) to be changed: ARPA	

GL Account	GL Line Item	Project:	Transfer to:	Transfer from:
317.20.525.6531	SSES Evaluation Repairs	ARPA24-05 SSES Phase 3	$ 219,469.00	
317.20.525.6532	SSES Evaluation Repairs HI & NBI	SI23-02		$ 149,564.00
317.20.525.6531	SSES Evaluation Repairs	ARPA22-02		$ 69,905.00
TOTAL (Columns must be equal)			**$ 219,469.00**	**$ 219,469.00**

Description:

Transfer ARPA funds from Project#SI23-02 & # ARPA22-02 SSES Evaluation Repairs and transfer to #ARPA24-05 SSES Phase 3.

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: A Resolution Approving Work Order ARD24.02 with Ardurra Group, Inc. in the Amount of $26,489.00 to Provide FY24 DERM Utility Regulatory Compliance Engineering Support Services - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, MBA, PE)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR ENGINEERING SUPPORT SERVICES RELATED TO REGULATORY COMPLIANCE WITH THE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES DIVISION OF ENVIRONMENTAL MANAGEMENT (RER-DERM) IN AN AMOUNT NOT TO EXCEED $26,489.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order ARD2402 with Ardurra Group, INC. in the Amount of $26,489.00 for FY24 DERM Regulatory Compliance Engineering Support Services.

BACKGROUND AND ANALYSIS

To ensure compliance with Miami-Dade County's stormwater discharge regulations, the Village must submit several annual reports to the Department of Regulatory and Economic Resources Division of Environmental Management (RER-DERM). Ardurra Group, Inc. was chosen as one of the consultants under RFQ 2023-005 for ongoing professional general architectural and engineering services. This consultant will assist the Village in meeting the requirements of the following annual reports outlined in this work order.

Semi-Annual Illicit Stormwater Discharges Report – Miami Dade County Code 24-42.2(3)(c)(ii)

The status of corrective actions to eliminate stormwater discharges into any sanitary sewer collection system shall be reported to the Director or the Director's designee semiannually, January 1 and July 1 of each year.

SSES Annual Report
Per Miami-Dade County Code 24-42.2(3)(c)(iii), the Consultant will assist the Village in developing an annual report documenting all completed sewer system evaluations and rehabilitation work, as well as a schedule for any proposed rehabilitation work due March 1, 2024.

Water and Sewer Electronic Atlas Submittal (2023)
Per Miami-Dade County Code 24.42.2(6), the Consultant will assist the Village in providing updates to the water and sewer electronic atlas due January 6th, 2024.

It is recommended that the Village Commission approve Work Order ARD24.02 with Ardurra Group, Inc. in the Amount of $26,489.00 to Provide FY24 DERM Utility Regulatory Compliance Engineering Support Services.

Approval of this item promotes the Pillar of Resilience of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
In the Enterprise Fund (Sewer Department) - Engineering & Planning (430.35.535.3110) $26,489.00

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution WO Ardurra for RER-DERM -BA .DOCX
Exhibit A - WO ARD2402 DERM Regulatory Compliance.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR ENGINEERING SUPPORT SERVICES RELATED TO REGULATORY COMPLIANCE WITH THE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES DIVISION OF ENVIRONMENTAL MANAGEMENT (RER-DERM) IN AN AMOUNT NOT TO EXCEED $26,489.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on May 1, 2024, with Ardurra Group, Inc. (the "Consultant"), as one of the selected firms (the "Agreement"); and

WHEREAS, the Village is required to submit various annual reports to the Department of Regulatory and Economic Resources Division of Environmental Management (RER-DERM) in order to demonstrate compliance with Miami-Dade County's stormwater discharge regulations (the "Project"); and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited and the Consultant submitted a proposal to provide regulatory compliance support services for the Project (the "Services"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A" consistent with the Agreement previously entered into between the Village and Consultant in an amount not to exceed $26,489.00 (the "Work Order"); and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (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, in order to provide the necessary funding for the Services and 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A.

Section 3. 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 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 Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____ 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 02

Dated this day of , 20XX

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

RER-DERM PWO/DWO REGULATORY COMPLIANCE SUPPORT – 2024

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Ardurra Group Inc. (Ardurra), a full service engineering firm authorized to transact business in Florida ("CONSULTANT"), is pursuant to the RFQ 2023-005 Consultant Services Agreement dated May 1, 2024 and expiring on May 1, 2029 ("MASTER AGREEMENT").

PROJECT DESCRIPTION

As a Volume Sewer Customer to Miami-Dade County, the VILLAGE must comply with several submittals to RER-DERM on a yearly basis. CONSULTANT will assist the Village in Complying with the following submittals under this Work Order.

- **Semi-Annual Illicit Stormwater Discharges Report –** Miami Dade County Code 24-42.2(3)(c)(ii)
  - Due Date: January 1st of each year - for the Reporting Period of July through December (of the previous year)
  - Due Date: July 1st of each year - for the Reporting Period of January through June

- **Municipal GIS Water and Sewer Atlas and As-Builts Submittal –** Miami Dade County Code 24.42.2(6)
  - Due Date: January 6th of each year

- **Sanitary Sewer System Annual Report –** Miami Dade County Code 24-42.2(3)(c)(iii)
  - Due Date: March 1st of each year

A detailed regulatory reporting matrix schedule for the VILLAGE's Domestic Water and Wastewater Annual Permit requirements (PWO and DWO) is included in **Exhibit C**.

GENERAL REQUIREMENTS

Design Standards

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

Quality Control

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

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

Project Schedule

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

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

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- Florida Department of Transportation (FDOT)
- Miami Dade County Department of Regulatory & Economic Resources (RER)

SPECIFIC SCOPE OF SERVICES

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

Task 1 – Water and Sewer Electronic Atlas Submittal (2023)

- Per Miami Dade County Code 24.42.2(6), the CONSULTANT will assist the VILLAGE in providing updates to the water and sewer electronic atlas due January 6th, 2024.

- CONSULTANT will gather the latest information updates for the year 2023 from the

VILLAGE. These may include:
- New projects completed
- New pipelines found or updates to the existing infrastructure
- Outside Sewer Connections
- Private pump stations
- Water Consumption Data

- The information to be updated will contain the following attributes if available:
  - Pipeline diameter
  - Pipeline Material
  - Date of construction
  - Manhole Rim Elevation and Bottom
  - Inverts
  - Private pump station

- Per the RER-DERM 2023 Technical Guidelines for Municipal GIS Water and Sewer Atlas and As-builts Submittals, CONSULTANT will assist the VILLAGE in meeting the required updated to the Water and Sewer GIS database by digitizing the Water & Sewer assets (lines and nodes) provided by the City based on 2023 records, The Water & Sewer assets provided by the City will be digitized as shown on the available as-builts, if available.
- The CONSULTANT will package the RER-DERM submittal databases in the latest map package format provided by RER-DERM. CONSULTANT will collect all available VILLAGE as-builts as a package for submittal to RER-DERM.

Deliverables:

- Transmittal Letter to RER-DERM with upload confirmation to FTP site
- Updated RER-DERM Sewer GIS Map Package (.mpk)
- Updated RER-DERM Water GIS Map Package (.mpk)
- Updated RER-DERM PS Basin Map Package (.mpk)
- Updated RER-DERM Customer Information Map Package (.mpk)

Task 2 – SSES Annual Report

- Per Miami Dade County Code 24-42.2(3)(c)(iii), the Consultant will assist the VILLAGE in developing an annual report documenting all completed sewer system evaluations and rehabilitation work, as well as a schedule for any proposed rehabilitation work due March 1st, 2024.
- The CONSULTANT will gather all information required by RER-DERM for a complete Sewer System Evaluation Survey (SSES) Annual Report including completed and planned SSES and rehabilitation activities.
- CONSULTANT will submit the required report and coordinate with RER-DERM for final approval.

Deliverables:

- Draft SSES Annual Report (in electronic format)
- Final SSES Annual Report submittal to RER-DERM (in electronic format)

Task 3 – Stormwater Illicit Discharge Semiannual Report

- Per Miami Dade County Code 24-42.2(3)(c)(ii), CONSULTANT will assist the VILLAGE in gathering all information required by RER-DERM to comply with the Semi-annual Stormwater Illicit Discharge Reports, due January 1st 2024 and July 1st 2024.

  Section 24-42.2(3)(c)(ii)

  - *The status of corrective actions to eliminate stormwater discharges into any sanitary sewer collection system shall be reported to the Director or the Director's designee semiannually, January 1 and July 1 of each year*

- This task will include the review of all information provided by the VILLAGE, contractors, and other parties to complete the Stormwater Illicit Discharge Semiannual Report submittals.
- This task will represent the annual reporting cycle for Stormwater Illicit Discharges and will therefore include the development and submittal of two (2) reports.
- CONSULTANT will adhere to the required RER-Deadlines for the 2024 reporting period:
  - January 1st 2024 - for the Reporting Period of July through December 2023
  - July 1st 2024 - for the Reporting Period of January through June 2024

Deliverables:

- Two (2) Draft Stormwater Illicit Discharge Reports (in electronic file format)
- Two (2) Final Stormwater Illicit Discharge Reports (in electronic file format) and submittal to RER-DERM

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to sites
- Requested information being made available by VILLAGE
- VILLAGE staff will be available to conduct meetings, as necessary
- This Work Order includes only the specified Regulatory submittals indicated in Tasks 1-4. Support for additional regulatory requirements may be provided under a separate Work Order
- In consideration of this Task Authorization, access to data and information sources is made available to CONSULTANT. CONSULTANT shall comply fully with all security procedures and shall not divulge to third parties all confidential Data Information obtained from the VILLAGE in the course of performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the VILLAGE. CONSULTANT shall not be required to keep confidential information or material that is publicly available through no fault of CONSULTANT, material that CONSULTANT developed independently without relying on the state's or Village's confidential information, or material that is otherwise obtainable under State Law as a public record

ADDITIONAL SERVICES

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

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services during the 2024 calendar year, as required by the specific reporting due dates indicated in each Task above.

PROJECT FUNDING

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

METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following amounts:

Task 1 – Water and Sewer Electronic Atlas Submittal (2023)	$20,524.00
Task 2 – SSES Annual Report	$3,945.00
Task 3 – Stormwater Illicit Discharge Semiannual Report	$2,020.00
Reimbursable Expenses	$0.00
Grand Total	**$26,489.00**

VILLAGE CONTACTS

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

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Paola Davalos
Ardurra Group, Inc
1000 NW 57th Ct, Suite 800, Miami, FL 33126
Email: padavalos@ardurra.com
Phone: 786-873-5200

SIGNATURE PAGE
NORTH BAY VILLAGE

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

By: _____
Marlon Lobban
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ ___Manager Purchasing Authority (§36.25 Village Code)
☐ ___Resolution No. _____

By: _____
Dr. Ralph Rosado, Ph.D, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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



SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

ARDURRA GROUP, INC

_____

_____
[Print Name, check title]

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

ATTEST:

_____
Secretary

_____
[Print 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

Exhibit A – Work Break Down Fee Schedule

North Bay Village

RFQ 2023-005 - Work Order No. 2

RER-DERM PWO/DWO REGULATORY COMPLIANCE SUPPORT – 2024

Proposed Fee Schedule
Appendix A

		Principal	Project Manager	Senior Engineering/QA-QC	GIS Specialist	Designer	CADD Technician	Total Hours	Subtotal
	Rate, $/Hr	$280.00	$235.00	$215.00	$127.00	$135.00	$105.00		
Task									
1	**Water and Sewer Electronic Atlas Submittal (2023)**	2	8	0	12	48	96	166	$20,524.00
2	**SSES Annual Report**	0	3	0	0	24	0	27	$3,945.00
3	**Stormwater Illicit Discharge Semiannual Report**	0	4	0	0	8	0	12	$2,020.00
	Total (Hours)	**2**	**15**	**0**	**12**	**80**	**96**	**205**	
	Sub-Total Labor Fee								**$26,489.00**
	ODC's (Mileage, Reproduction & Reimbursable) (See Appendix B)								**$0.00**
	Sub-Total Labor Fee/ODC								**$26,489.00**
	Total Project Cost (Labor/ODC)								**$26,489.00**
	% Utilization	**0.98%**	**7.32%**	**0.00%**	**5.85%**	**39.02%**	**46.83%**	**100.00%**	
	Total ($)	**$560.00**	**$3,525.00**	**$0.00**	**$1,524.00**	**$10,800.00**	**$10,080.00**	**$0.00**	**$26,489.00**

Exhibit B – Location Map



Exhibit C – Project Tentative Schedule

Regulatory Submittal	Frequency	Recurring Due Date	Due Date	Details/Description	Notes/Prepared by
Municipal GIS Water and Sewer Atlas and As-Builts Submittals	Annual	1/6	January 6th, 2024	Annual GIS Map Packages (3) Update for the City's Sanitary Sewer Atlas, Pump Station Basins, and Customer Information, as well as All Available As-Builts	Ardurra WO 2 Task 1
Sanitary Sewer System Annual Report	Annual	3/1	March 1st, 2024	Annual Report detailing all completed evaluations and rehabilitation work, as well as a schedule for additional/proposed rehabilitation work	Ardurra WO 2 Task 2
Semi-Annual Illicit Stormwater Discharges Report	Semi-annual	1/1/2024 and 7/1/2024	January 1, 2024 and July 1st, 2024		Ardurra WO2 Task 3
DWO Operating Permit Condition	Annual	1/30	January 30th, 2025	a. Utility Reporting Structure Matrix b. Active Agreement with Utility Downstream (PDF copy)	Prepared by the Village
CMOM Annual Report	Annual	1/31	January 31st, 2025		Prepared by the Village
Wastewater Hydraulic Model Calibration	5-Years	4/30	April 30th, 2024	Certified Updated Model	To be prepared by Kimley Horn
Non-Vacant Properties Not Connected /Served by Public Sanitary Sewers Report	Annual	6/1	June 1st, 2024	Annual Report (Excel Spreadsheet Template) listing the Developed Properties within City boundaries which are not connected to the Sanitary Sewer Collection System	Prepared by the Village
Phase 2 Sanitary System Evaluation Survey (SSES) Rehabilitation Report	10-Years	11/12	November 11th, 2026	Deadline to Comply with 5,000 GPDIM & Rehabilitation Work	To be prepared by Ardurra under a separate Work Order
Phase 1 Sanitary System Evaluation Survey (SSES) Report	10-Years	11/12	November 11th, 2032	10-year Cycle City-wide SSES and Smoke Testing Report per SSES Reporting Cycle Guidelines	Future Work to be assigned by the VILLAGE

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving Work Order ARD24.03 with Ardurra Group Inc. in the Amount of $107,937 to Provide Services to Meet the State Regulatory Lead and Copper Compliance Requirements - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)**

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR SERVICES RELATED TO REGULATORY COMPLIANCE WITH LEAD AND COPPER REGULATIONS ESTABLISHED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN AN AMOUNT NOT TO EXCEED $107,937.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order ARD2403 with Ardurra Group, Inc. in the Amount of $107,937.00 for Engineering Service to Meet the State's Lead & Copper Regulatory Compliance.

BACKGROUND AND ANALYSIS

The Lead and Copper Rule (LCR) was established in 1991, mandating utilities to monitor and regulate lead and copper levels in drinking water. On December 16, 2021, the Environmental Protection Agency (EPA) introduced a new regulation, Lead and Copper Rule Improvements (LCRI), aimed at enhancing community protection from lead exposure in drinking water. The updated regulations bring substantial changes to how utilities handle corrosion control management, compliance sampling, lead service line management, and customer communication.

The 2021 LCRI require that an initial service line inventory must be submitted by October 16, 2024. This inventory must include details for all service lines, following the specified criteria outlined

- Material Classification
- All Service Lines and Ownership
- Information to Identify Material

Another requirement is to submit a Lead Status Unknown Verification Plan for all service lines where the material was not verified during the initial inventory. Additionally, a plan for lead service line replacement must be submitted to the US EPA by October 16, 2024 (this date is currently being discussed by the EPA) to address the service lines identified as lead-filled. The LCRR also introduces additional sampling requirements, therefore a new Sampling Plan is also needed.

It is recommended that the Village Commission approve Work Order ARD24.03 with Ardurra Group Inc. in the Amount of $107,937 to Provide Services to Meet the State Regulatory Lead and Copper Compliance Requirements.

Approval of this agenda item will promote the Resilience Pillar of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

In the Enterprise Fund (Water Department) - Transfer from Appropriation of Fund Balance (430.00.389.3890) $107,937 to Engineering & Planning (430.31.533.3110)

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution WO Ardurra for EPA LCR Compliance -BA.DOCX
Exhibit A-Work Order ARD2403 Lead Copper Cert.pdf
Exhibit B - Budget Amendment Form- Ardurra EPA LCRI.pdf
Exhibit A. Inventory Guidance compliant.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR SERVICES RELATED TO REGULATORY COMPLIANCE WITH LEAD AND COPPER REGULATIONS ESTABLISHED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN AN AMOUNT NOT TO EXCEED $107,937.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on May 1, 2024, with Ardurra Group, Inc. (the "Consultant"), as one of the selected firms (the "Agreement"); and

WHEREAS, the Village is required to comply with certain lead and copper regulations established by the U.S. Environmental Protection Agency (EPA), which regulate lead and copper levels in drinking water to protect public health (the "Project"); and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited and the Consultant submitted a proposal to provide regulatory compliance support services for the Project (the "Services"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A" consistent with the Agreement previously entered into between the Village and Consultant in an amount not to exceed $107,937.00 (the "Work Order"); and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (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, in order to provide the necessary funding for the Services and 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A.

Section 3. 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 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 Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____ 2024.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 03

Dated this_____day of_____, 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

Lead and Copper Rule Compliance Assistance

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Ardurra Group Inc. (Ardurra), a full service engineering firm authorized to transact business in Florida ("CONSULTANT"), is pursuant to the RFQ 2023-005 Consultant Services Agreement dated May 1, 2024 and expiring on May 1, 2029 ("MASTER AGREEMENT").

PROJECT DESCRIPTION

The VILLAGE is located within the northeast section of Miami-Dade County, Florida. It consists of three (3) islands surrounded by Biscayne Bay. With approximately 8,200 residents living in a 0.37 square miles, the VILLAGE is primarily residential with a mixture of commercial, industrial, and educational facilities. The VILLAGE maintains and operates the water supplied to the islands by Miami-Dade County Water and Sewer Department (WASD) and operates & maintains approximately 40,122 LF of Water Distribution Mains and 605 Wholesale Water Meters. The Lead and Copper Rule (LCR), established in 1991, requires utilities to monitor and control lead and copper levels in drinking water. The LCR Revisions (LCRR) were promulgated in January 2021 and include sweeping changes to many aspects of the Rule, constituting the first major update to the National Primary Drinking Water Regulations in more than a decade and impacting every U.S. water system.

The LCRR will significantly alter how utilities implement corrosion control treatment, conduct compliance sampling, manage lead service lines, and communicate with customers. Understanding the implications of these Revisions will allow utilities to plan for continued compliance.

Compliance with the LCRR involves the following key areas:

- Lead Service Line Inventory
- Sampling Plan
- Customer Communication
- Lead Service Line Replacement
- Corrosion Control Treatment
- School and Child Care facility testing

The deadline for compliance with the LCRR is October 16, 2024. This includes submittal of both the Lead Service Line Inventory and the Lead Service Line Replacement Plan. These items are discussed in more detail in the following sections and will require updating annually thereafter.

At the request of the VILLAGE, the CONSULTANT is pleased to submit this proposal to assist in meeting the LCRR requirements.

Work Order # 3 – "Lead and Copper Rule Compliance Assistance" has been divided into the following tasks:

Task	Description
1	Project Management & Coordination Meetings
2	Data Collection & Analysis
3	Lead Service Line Inventory (LSLI)
4	Sampling Plan
5	Lead Status Unknown Verification Plan
6	Communications & Public Education Strategy

Additional support may be provided in future phases under separate Scope(s) of Work which may include:

- Implementation of Service Material Identification & Inventory Updates
- Continuing Support for Customer Outreach & Education Program
- Development of Corrosion Control Evaluation & Future Optimization
- Perform LCRR Compliance Sampling Training
- Others, as needed

GENERAL REQUIREMENTS

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

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

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

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

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

Permitting
The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- United States Environmental Protection Agency (USEPA)
- Florida Department of Health (FDOH)

SPECIFIC SCOPE OF SERVICES

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

Task 1 – Project Management & Coordination Meetings

- Provide general oversight of the project including management of CONSULTANT Staff
- Prepare and attend the project kickoff meeting to be held in-person or via web-conference with representatives from the Village's Public Works Department. The purpose of this meeting is to confirm objectives, review timeline, discuss deliverables, submittal review procedures and identify additional documentation to be provided by the VILLAGE.
- The CONSULTANT will prepare monthly progress reports that will be issued to the VILLAGE along with the monthly invoices. Monthly progress reports will include: overall status of the project, work performed during the work period, estimated completion of tasks and major sub-tasks, and current challenges/issues.
- The CONSULTANT will prepare and attend project coordination meetings with the VILLAGE. The CONSULTANT staff will attend these meetings in-person or via web-conference. For the purpose of estimating the level of effort associated with this activity, three (3) coordination meetings have been budgeted.
- The CONSULTANT will prepare an agenda, summarize the meeting discussion, and prepare meeting minutes for the conducted meeting.
- The CONSULTANT will prepare one (1) baseline project schedule which will be updated throughout the project duration to track progress, milestones and deliverables.

Deliverables: The following deliverables shall be provided under Task 1:
- Project Schedule (One (1) baseline schedule)
- Monthly Progress Report (five (5) total)

- Meeting Agenda & Minutes for one (1) Kick-off meeting and three (3) Coordination Meetings

Task 2 – Data Collection & Analysis

The CONSULTANT will prepare a Request for Information (RFI) for currently available data to support the creation of the LSLI. Data Collection may include but is not limited to:

- Geographic information system (GIS) databases with installation dates, location, diameter, and material data for water mains and service lines
- Computerized maintenance management system (CMMS) database or other work order system records
- Paper records and property data
- Previous materials evaluation performed to identify lead and galvanized iron or steel under the original Lead and Copper Rule
- Construction and plumbing codes, permits, and existing records or other documentation that indicates the service line materials used to connect structures to the distribution system
- Customer billing data which includes connection dates and active accounts
- Distribution system maps, drawings & As-builts
- Historical records on each service connection
- Meter installation records, e.g., typical details, GIS data on locations, diameters, and installation dates
- Historical capital improvement or master plans
- Standard operating procedures
- Inspections and records of the distribution system that indicate the material composition of the service connections that connect a structure to the distribution system
- Interviews with O&M staff
- Private-side construction permits, e.g., plumbing permits
- Existing records or other documentation that indicates the private-side service line material, e.g., tap cards, work order notes or forms
- Historical capital improvement plans (for as many years available)

Deliverables: The following deliverables will be submitted to the VILLAGE as part of Task 2:

- Request for Information (RFI)
- Database of compiled support information (electronic copy)

Task 3 – Lead Service Line Inventory (LSLI)

When present, lead service lines are the primary source of lead in drinking water. The first step in understanding and addressing lead service line risks is to determine their locations in the VILLAGE's public water distribution system. The LCRI requires all water systems to develop a publicly available inventory of all publicly and privately-owned service lines in the distribution system, which must be submitted by the October 16, 2024, deadline.

Systems will be required to submit annual notification letters to all customers with lead service lines or service lines of unknown material (See **Task 6** for Communication Strategies). While many systems have unknown service line materials (often historically assumed to be non-lead), the LCR Revisions will require unknown service line materials to be presumably lead.

The CONSULTANT will use existing material data and professional expertise to predict probability and develop a preliminary service line inventory for each eligible water system, including the publicly

owned and privately-owned portions of the service. The LSLI is intended to identify the location and material of all water service lines present in each water system. It will document both the service line material from the water main to the curb stop and the curb stop to the residence/structure. The inventory will be compiled using resources and methods identified by EPA in the LCRR. Additionally, desktop measures will be taken to simplify the service line material identification using predictive modeling where appropriate.

The CONSULTANT will provide a desktop analysis to develop a Preliminary Lead Service Line Inventory. Water mains & water services that cannot be identified based on this desktop analysis (public & private) will require further analysis (presented in **Task 4**).

3.1 GIS Review

The CONSULTANT will review the VILLAGE's utility GIS system to identify available water main pipe information, including pipe material and construction date, to determine whether a pipe can be ruled out of, or included in the LSL inventory. Only pipes constructed prior to the 1986 SDWA Lead Ban and/or constructed out of the following materials will be considered as part of the Lead Service Pipe Inventory:

- Lead pipes
- Lead fittings
- Copper with lead solder
- Lead goosenecks
- Galvanized lines
- Unknown materials

The CONSULTANT will identify any attributes not already available on the GIS database, which can be added from readily available information such as service account information and service meter data, building department permits and plumbing permit history. This information could help identify the date the meters were set or that water service was first provided.

3.2 Preliminary LSLI Database and Database Management

The CONSULTANT will create a database structure in ESRI ArcGIS that utilizes existing GIS database layers including water meters, property parcels, water mains and service lines. The CONSULTANT will develop service line material category options (e.g., "lead", "non-lead", "lead status unknown", or "galvanized requiring replacement") and symbology for both public and private service line materials that align with FDEP and FDOH requirements.

The CONSULTANT will develop and implement a preliminary service line material, of both public and private side connections. Services under this task will include:

- Provide a cost-effective solution to expedite populating and updating the service line inventory and identifying area that potentially have LSL's using VILLAGE's staff expertise, as-builts, GIS data, building code information, field investigations, etc.
- If requested & approved by the VILLAGE, the CONSULTANT can provide ability for field teams to input material data, including photos directly into the software system via a mobile device
- Data "clean up" support to gather, organize, and input appropriate data, meet inventory requirements, and prediction capabilities
- Confirm with the FDOH and FDEP on what will be acceptable "verification" of service line materials (See task 1)

Deliverables: The following deliverables shall be provided under Task 3:

- Updated GIS Database & Web-app to record service line material inventory information

- Preliminary Lead Service Line Inventory to be provided in USEPA sample format, or format agreed with VILLAGE (meeting USEPA requirements. The CONSULTANT will submit inventory to VILLAGE whereas VILLAGE will subsequently review and submit final package to the EPA

Task 4 – Sampling Plan

The LCRR also introduces additional sampling requirements. For systems with lead service lines, compliance sampling will include a first liter and a fifth liter sample, which monitors lead release directly from the lead service line.

The CONSULTANT will review available water sampling data from the VILLAGE and assist the VILLAGE in developing an updated adequate Sampling Plan based on the tiers established by the LCRR including:

- Number of Tap Samples required
- Standard vs Reduced Monitoring frequency requirements
- Procedure on collecting samples
- Establishing Action Levels based on 90th Percentile Lead and Copper Levels
- Evaluation of Corrosion Control Techniques in place in the VILLAGE

4.1 School and Childcare Facility Testing

By October 16, 2024, the VILLAGE must develop a list of all schools and childcare facilities built before January 1, 2014, served by its water system(s). Over a 5-year period, sampling must be conducted in 20% or more of the elementary schools and in at least 20% of the childcare facilities starting in 2024. Communications for school and childcare facilities include:

- providing information of health risks of lead in water, and notification of sampling requirements
- instructions 30 days prior to a sampling event on identifying sample outlets and how to prepare for the sampling event

Sample location and quantity requirements are listed in the table below. If a facility does not contain the types of faucets as listed below, samples shall be collected at another outlet typically used for consumption.

Facility Type	Sample Quantity and Location
School	• Drinking water fountain x 2 • Kitchen Faucet x 1 • Classroom faucet or other drinking outlet x1 • Nurse's office faucet x1
Childcare Facility	• Drinking Water Fountain x1 • Kitchen Faucet, Classroom Faucet, or other drinking outlet x1

Deliverables: The following deliverables will be submitted to the VILLAGE as part of Task 4:

- Recommendations & development of the lead and copper sampling monitoring program, including the alignment with new sampling tiers
- List of all schools and licensed day care facilities within the VILLAGE

Task 5: "Lead Status Unknown" Verification Plan

The next requirement for the October 2024 deadline is the lead service line replacement plan. All water systems with one or more lead, galvanized requiring replacement, or lead status unknown service lines in their distribution system must, by October 16, 2024, submit a lead service line replacement plan to the USEPA. The CONSULTANT, in coordination with the VILLAGE, will develop a "Lead Status Unknown" Verification Plan which will include the following:

- Plan for determining the composition of the "lead status unknown" service lines per findings of **Task 3** (LSLI)
- General procedure for conducting full lead service line replacement, and Lead service line replacement prioritization strategy
- Communications Strategy for informing customers before a full or partial lead service line replacement (Refer to **Task 6**)
- Identification of Funding Strategies

5.1 "Lead Status Unknown" Verification Plan

Public side field verification is needed for all pipes with unknown construction materials that were either constructed prior to 1989 or where the construction date is unknown. Priority should be given to older sections of the distribution system which are more likely to contain lead. The following are a few options:

- The VILLAGE can perform a quick check of the service lines immediately upstream of the meter box. If it is galvanized, there is a good chance the line is connected to the main with a lead gooseneck. These lines should be categories as containing lead on the LSLI and should be scheduled for replacement.
- A Subsurface Utility Engineering (SUE) contractor can perform soft-digs to visibly confirm the pipe material.

Private side field verification for developments prior to 1989 is considerably more time consuming due to the vast number of privately maintained services. This is exacerbated by challenges with access rights on private property. It will likely take a multi-stage approach to compile a complete LSL of privately owned services.

- For new plumbing permits issued for properties developed prior to 1989, consider adding a requirement to verify existing plumbing material, if no such requirement already exists
- Research known available plumbing materials used in the area prior to 1989
- Random samples, test the pipe surface for lead content with readily available testing strips or test markers
- Develop a Private-side verification questionnaire/survey to be made available to the public via the VILLAGE's website.

The LCRR includes guidelines for material identification and USEPA recently released "Guidance for Developing and Maintaining a Service Line Inventory." Both sources identify multiple potentials methods for consideration, but implementation is largely site specific where applicability varies based on existing data sources and organizational practices as well as available utility resources. The CONSULTANT will develop a Field Verification Plan, in coordination with the VILLAGE, based on the preliminary LSLI findings. Since physically inspecting every service line to determine if it is lead is unrealistic, a representative, uniformly random number of service lines are recommended to be physically verified as a statistically sound subset to improve reliability of the LSLI.

The CONSULTANT will evaluate a range of possible identification methods based on accessibility, cost, and effectiveness. The plan will include a phased, targeted approach to material identification. Available material identification methods will be based upon the latest guidance from the USEPA, FDEP and/or FDOH.

Execution of field verification activities and implementation support for service line identification will be presented in a separate/future Work Order.

5.2 Funding Mechanisms

As part of the LSLR Plan, The CONSULTANT will develop a list of funding mechanisms available to the VILLAGE. It is important to design funding strategies that will achieve full LSL replacement regardless of economic status, race or ethnicity. To aid with the potential cost associated with lead service line replacement, the USEPA and HUD are supporting states, tribes and cities to utilize the suite of funding and financing options provided by the federal government. Additionally, the VILLLAGE may take advantage of the $1.2 T Bipartisan Infrastructure Law (BIL). BIL will inject significant resources into Florida's Drinking Water State Revolving Fund (DWSRF). This funding cycle specifically provides $111,306,000 for Florida utilities with a 49% forgivable percentage for disadvantaged communities. Considering the timeline for previous needs assessment by the EPA, it is likely that early DWSRF cycles may contain greater funding than later cycles in Florida.

The CONSULTANT will develop a matrix of funding options and requirements for VILLLAGE's consideration.

- Identify funding sources to assist with implementation of the various requirement of the LCR Revisions
- Identify funding sources to assist private property owners with replacement of their service lines

The CONSULTANT will provide guidance on completion of funding application forms and the VILLLAGE will be responsible for filling out and submitting funding application and associated documents, as applicable.

Deliverables: The following deliverables shall be provided under Task 5:

- Action Plan to determine lead status of "unknown" service lines
- Lead Service Line Replacement Plan including Prioritization Criteria
- Funding Mechanisms Summary Matrices

Task 6: Communications & Public Education Strategy

The CONSULTANT will work with the VILLLAGE to develop a Communications Strategy for residents including providing guidance and templates for public communications.

The LCRR includes provisions to inform the public about their drinking water system and the occurrence of lead service lines. The VILLLAGE is required to notify the occupants of homes with lead service lines and to include options for mitigating the risk associated with the LSL. These revisions will ultimately improve communications with the customers and provide increased transparency on LCRR compliance. A public outreach & education campaign can help focus the public on the positive aspects of the LCRR and the VILLLAGE's proactive response in assessing its distribution system.

This task includes but is not limited to:

- Assist in developing a plan to meet all USEPA requirements to notify customers
- Develop educational materials and programs to inform the public about the risks of lead and copper in drinking water as well as Lead & Copper Rule compliance efforts, if required
- 24-hour notification requirements (individual customer and entire water system as required in the Rule Revisions).
- Assist in the development of outreach, educational, and promotional materials for each phase: inventory, replacement, sampling, etc.
- Provide suggested verbiage to include in VILLLAGE-developed materials including language that explains the LCRR in simple & positive terms

Deliverables: The following deliverables shall be provided under Task 6:

- Develop messaging, content, graphic designs, and overall strategy for the VILLAGE driven public education and outreach assistance program

PROJECT ASSUMPTIONS

- All requested information will be made available by the VILLAGE
- Survey services will not be performed. If surveys are determined to be required during the project execution, they will be additional services and will require a scope revision.
- The VILLAGE‘s staff will be available to attend meetings and assist with site visits and provide access to the lift stations and wastewater treatment plant during survey and geotechnical investigations
- All materials & deliverables shall be submitted electronically to the VILLAGE
- No design or permitting services are included in this Scope of Work
- No surveying, Subsurface Utility Engineering services, geotechnical investigations, water sampling, or on-site field inspections are included
- The VILLAGE to provide a database of schools & childcare facilities within the VILLLAGE’s boundaries/Water Service Area including address (or georeferenced location), date of construction and building type
- It is assumed that all pipes constructed after the 1986 SDWA Lead Ban are in compliance with this ban and will not be included on the LSL inventory
- The VILLAGE, will provide GIS data sources necessary for inventory framework including property and parcel information, and locations and sizes of existing water distribution lines, meter and service lines
- The VILLAGE will review and confirm the service line designation criteria in the inventory database.
- Additional field verification or other actions may be needed to verify the accuracy of existing records and indirect service line designation criteria. Once the preliminary database is created, additional record review and/or field investigation will likely be required. This can either be done by VILLAGE staff, the CONSULTANT under a separate task order, or a third party hired by the VILLAGE
- The VILLAGE will schedule and coordinate any public notice meeting(s)
- This Work Order provides the first steps towards compliance with the LCRR and will require further steps to bring the VILLAGE into full compliance, as well as ongoing efforts thereafter based on timeframes and cycles specified by the USEPA
- It is anticipated that additional efforts may be required to support the implementation of a Lead & Copper Rule Program such as preparing design details, specification and contract documents for the excavation of test pits or SUE activities, construction management & administration for SUE contractors, technical specifications, drawings & standard details

associated with the replacement of lead service lines, generation of SOPs for strategies where individual lead samples exceed the action limit, SOPs for reporting results to customer within the LCRR's required timeframes, additional training and public outreach activities, laboratory testing, tracking of sampling results, ordering, tracking and shipping sampling kits, applying for grants and/or other funding mechanisms, Corrosion Control Treatment (CCT) studies, among others. Additional efforts not specified in this Scope of Work or exceeding the efforts estimated herein, will be presented under a separate Scope of Work in order to provide continuous service and support to the VILLLAGE for the LCRR Compliance Program

- The VILLAGE will conduct submittal reviews and provide comments within five (5) working days of submittal

ADDITIONAL SERVICES

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

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 6 within 120 days of the written Notice to Proceed. The LCCR deadline is October 16, 2024.

PROJECT FUNDING

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

METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following amounts:

Task 1 – Project Management & Coordination Meetings	$6,919.00
Task 2 – Data Collection & Analysis	$13,385.00
Task 3 – Lead Service Line Inventory (LSLI)	$44,260.00
Task 4 – Sampling Plan	$6,303.00
Task 5 – Lead Status Unknown Verification Plan	$21,730.00
Task 6 – Communications & Public Education Strategy	$15,340.00
Grand Total	**$107,937.00**

VILLAGE CONTACTS

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

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Paola Davalos
Ardurra Group, Inc
1000 NW 57th Ct, Suite 800
Miami, FL 33126
Email: padavalos@ardurra.com
Phone: 786-873-5200

SIGNATURE PAGE
NORTH BAY VILLAGE

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

By: _____
Marlon Lobban
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ ___Manager Purchasing Authority (§36.25 Village Code)
☐ ___Resolution No. _____

By: _____
Dr. Ralph Rosado, Ph.D, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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



SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

ARDURRA GROUP, INC

_____

_____
[Print Name, check title]

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

ATTEST:

_____
Secretary

_____
[Print 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

Exhibit A – Work Break Down Fee Schedule

North Bay Village

RFQ 2023-005 - Work Order No. 2

Lead and Copper Rule Compliance Assistance

PROPOSED FEE SCHEDULE

Appendix A

Task		Principal Engineer	Project Manager	PIO Communication Manager	Project Engineer	Designer	GIS Specialist	Total Hours	Budget: Labor	Budget: Subtotal
	Rate, $/Hr	$280.00	$235.00	$215.00	$190.00	$135.00	$127.00			
1	**Project Management, Progress Meetings & Regulatory Coordination**	3	15	0	5	10	2	35	$6,919.00	$6,919.00
	Kick-off Meeting	0	2	0	2	4	0	8	$1,390.00	
	Coordination Meetings (3)	3	3	0	3	6	2	17	$3,179.00	
	Ongoing Project Management	0	10	0	0	0	0	10	$2,350.00	
2	**Data Collection & Analysis**	2	5	0	9	36	40	92	$13,385.00	$13,385.00
	Preparation of RFI	0	1	0	1	4	0	6	$965.00	
	Data Review & Preparation of Data Collection Geodatabase	2	4	0	8	32	40	86	$12,420.00	
3	**Lead Service Line Inventory (LSLI)**	4	12	0	20	120	160	316	$44,260.00	$44,260.00
	GIS Database to record Service Line Inventory Information	2	8	0	12	80	120	222	$30,760.00	
	Preliminary LSLI Database and Database Management	2	4	0	8	40	40	94	$13,500.00	
4	**Sampling Plan**	1	3	0	4	30	4	42	$6,303.00	$6,303.00
	Sampling Program Recommendations	1	2	0	4	24	0	31	$4,750.00	
	School and Childcare Facility Research and Listing	0	1	0	0	6	0	7	$1,045.00	
	Map of Childcare Facility Locations	0	0	0	0	0	4	4	$508.00	
5	**Lead Service Line Replacement (LSLR) Plan**	4	14	0	40	72	0	130	$21,730.00	$21,730.00
	Action Plan to determine lead status of "unknown" service lines	2	8	0	8	40	0	58	$9,360.00	
	Lead Service Line Replacement Plan including Prioritization Criteria	1	4	0	8	28	0	41	$6,520.00	
	Funding Mechanisms Summary Matrices	1	2	0	24	4	0	31	$5,850.00	
6	**Communications & Public Education Strategy**	1	6	20	8	58	0	93	$15,340.00	$15,340.00
	Public Education & Outreach Plan Strategy	1	6	20	8	58	0	93	$15,340.00	
	Total (Hours)	**15**	**55**	**20**	**86**	**326**	**206**	**708**		
	Sub-Total Labor Fee								**$107,937.00**	**$107,937.00**
	ODC's (Mileage, Reproduction & Reimbursable) (See Appendix B)									**$0.00**
	Sub-Total Labor Fee/ODC									**$107,937.00**
	Total Project Cost (Labor/ODC)									**$107,937.00**
	% Utilization	**2.12%**	**7.77%**	**2.82%**	**12.15%**	**46.05%**	**29.10%**	**100.00%**		
	Total ($)	**$4,200.00**	**$12,925.00**	**$4,300.00**	**$16,340.00**	**$44,010.00**	**$26,162.00**			**$107,937.00**

Exhibit B – Location Map



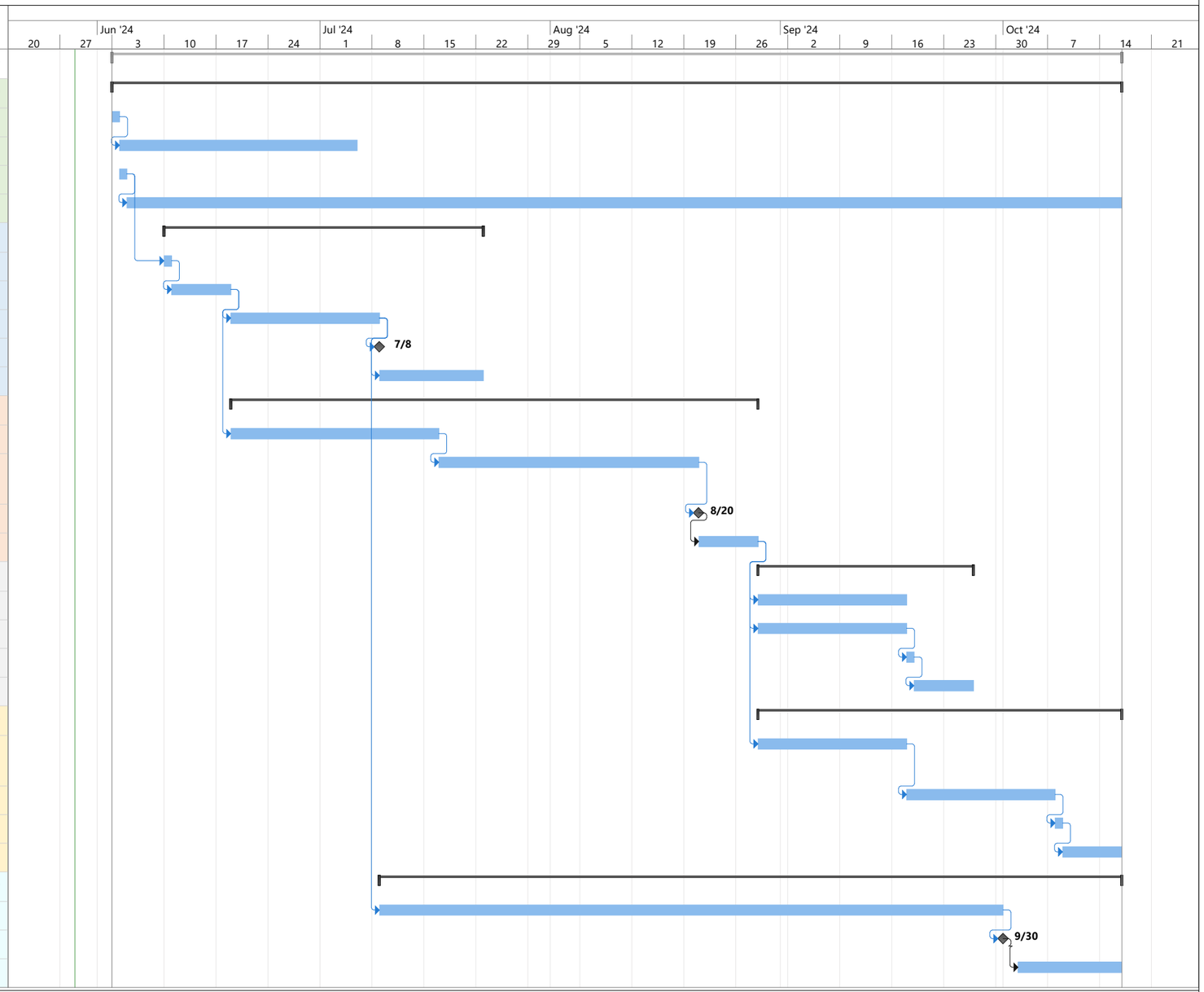
Exhibit C – Project Tentative Schedule

North Bay Village
RFQ No. 2023-005 WO #3

Lead and Copper Rule Compliance Assistance
BASELINE SCHEDULE

Wed 5/29/24
1 OF 1

ID	Task Name	Duration	Start	Finish
0	**Lead and Cooper Rule Compliance Assistance**	**98 days**	**Mon 6/3/24**	**Wed 10/16/24**
1	**1. Project Management & Progress Meetings**	**98 days**	**Mon 6/3/24**	**Wed 10/16/24**
2	NTP	1 day	Mon 6/3/24	Mon 6/3/24
3	Project Management Plan	24 days	Tue 6/4/24	Fri 7/5/24
4	Kick-off Meeting	1 day	Tue 6/4/24	Tue 6/4/24
5	Progress Coordination & Meetings	96 days	Wed 6/5/24	Wed 10/16/24
6	**2. Data Collection & Analysis**	**31 days**	**Mon 6/10/24**	**Mon 7/22/24**
7	RFI's Submittal	1 day	Mon 6/10/24	Mon 6/10/24
8	City RFI's Response	6 days	Tue 6/11/24	Tue 6/18/24
9	Compile Database of support information	14 days	Wed 6/19/24	Mon 7/8/24
10	Database Submittal	0 days	Mon 7/8/24	Mon 7/8/24
11	NBV Review and Comments	10 days	Tue 7/9/24	Mon 7/22/24
12	**3. Lead Service Line Inventory (LSLI)**	**51 days**	**Wed 6/19/24**	**Wed 8/28/24**
13	GIS Review	20 days	Wed 6/19/24	Tue 7/16/24
14	Preliminary LSLI Database and Database Management	25 days	Wed 7/17/24	Tue 8/20/24
15	Submit Preliminary LSLI Inventory	0 days	Tue 8/20/24	Tue 8/20/24
16	NBV Review & Comments	6 days	Wed 8/21/24	Wed 8/28/24
17	**4. Sampling Plan**	**21 days**	**Thu 8/29/24**	**Thu 9/26/24**
18	Review and update Water Sampling Plan LCRR	14 days	Thu 8/29/24	Tue 9/17/24
19	School and Childcare Facility Testing List	14 days	Thu 8/29/24	Tue 9/17/24
20	Sampling Plan Recommendations Submittal	1 day	Wed 9/18/24	Wed 9/18/24
21	NBV Review & Comments	6 days	Thu 9/19/24	Thu 9/26/24
22	**5. "Lead Status Unknown" Verification Plan**	**35 days**	**Thu 8/29/24**	**Wed 10/16/24**
23	Field Verification Plan to determine lead status of "unknown" service lines	14 days	Thu 8/29/24	Tue 9/17/24
24	Funding Mechanisms Summary Matrices	14 days	Wed 9/18/24	Mon 10/7/24
25	Verification Plan & Funding Mechanisms Submittal	1 day	Tue 10/8/24	Tue 10/8/24
26	NBV Review & Comments	6 days	Wed 10/9/24	Wed 10/16/24
27	**6. Communications & Public Education Strategy**	**72 days**	**Tue 7/9/24**	**Wed 10/16/24**
28	Develop a Communications Strategy for residents	60 days	Tue 7/9/24	Mon 9/30/24
29	Public Outreach Strategy Submittal	0 days	Mon 9/30/24	Mon 9/30/24
30	NBV Review & Comments	10 days	Thu 10/3/24	Wed 10/16/24



ARDURRA

Task — Summary — Inactive Milestone — Duration-only — Start-only — External Milestone — Manual Progress
Split — Project Summary — Inactive Summary — Manual Summary Rollup — Finish-only — Deadline
Milestone — Inactive Task — Manual Task — Manual Summary — External Tasks — Progress

Prepared by: Ardurrra Group, Inc

Budget Amendment Form

Department : Water Department	Date : 6/11/2024
Fund(s) to be changed: Enterprise Fund	

GL Account	GL Line Item	Project:	Transfer to:	Transfer from:
430.31.533.3110	Engineering & Planning		$ 107,937	
430.00.389.3890	Appropriation of Fund Balance			$ 107,937
TOTAL (Columns must be equal)			**$ 107,937**	**$ 107,937**

Description:

Transfer Enterprise Fund Balance to Permitting Expense for Ardurra Group, Inc. For regulatory compliance with lead and copper by U.S. EPS.



Guidance for Developing and Maintaining a Service Line Inventory

Office of Water (4606M)
EPA 816-B-22-001
August 2022

Disclaimer

This document provides recommendations to public water systems in developing and maintaining a service line inventory. The guidance within this document can be used to comply with the requirements under the Lead and Copper Rule Revisions (LCRR) that are in effect at the time of document publication. As described in the Environmental Protection Agency's (EPA's) *Federal Register* notice of December 17, 2021 ("Notification of conclusion of review"), EPA intends to publish a proposal to revise the LCRR and take final action on the proposal by October 16, 2024, but EPA does not expect to propose changes to the requirements for information to be submitted in the initial service line inventory. However, the rulemaking could include changes to the requirements for inventory updates (USEPA, 2021a). This guidance can also assist public water systems with financing applications for Bipartisan Infrastructure Law (BIL) (P.L. 117-58) funds and for implementation once funding is received. Note that the BIL is also known as the Infrastructure Investment and Jobs Act (IIJA). The BIL contains a historic $15 billion in dedicated funding through the Drinking Water State Revolving Fund (DWSRF) for lead service line (LSL) identification, planning, design, and replacement. LSL projects also may be funded using the General Supplemental DWSRF fund of $11.7 billion as well as annual base appropriations for the DWSRF. The BIL mandates that 49 percent of funds provided through the DWSRF General Supplemental Funding and DWSRF Lead Service Line Replacement Funding must be provided as grants and forgivable loans to disadvantaged communities. EPA encourages water systems to begin service line inventory and replacement efforts as soon as possible. EPA emphasizes that given the many benefits of lead service line replacement (LSLR), water systems should not wait until their inventory is complete to begin replacement efforts. In fact, conducting replacements while developing the inventory can have synergistic effects that enhance inventory development while accelerating and increasing the efficiency of replacement programs. The statutory provisions and EPA regulations described in this document contain legally binding requirements. This document is not a regulation itself, nor does it change or substitute for those provisions and regulations. Thus, it does not impose legally binding requirements on EPA, states, or the regulated community. This document does not confer legal rights or impose legal obligations upon any member of the public.

Although EPA has made every effort to ensure the accuracy of the discussion in this document, the legally binding requirements applicable to public water systems are determined by statutes and regulations. In the event of a conflict between the discussion in this document and any applicable statute or regulation, this document would not be controlling.

The information collections associated with the LCRR have been submitted for approval to the Office of Management and Budget (OMB) under the Paperwork Reduction Act. The recordkeeping and reporting requirements described in this draft guidance align with the existing regulations and this guidance also includes recommendations for voluntary expanded data collection and recordkeeping. An agency may not conduct or sponsor, and a person is not

required to respond to a collection of information unless it displays a currently valid OMB control number. The OMB control number for the service line inventory is 2040-0297.

The recommendations provided here may not apply to a particular situation based upon the circumstances. Because they are recommendations, and not legally binding requirements, public water systems retain the discretion to follow the recommendations or adopt approaches that differ from those described in this document. In some cases, recommendations may reflect the existing custom and practices of some states.

Note that this document does not address lending requirements or state or local regulations related to service line inventories that may apply.

Mention of trade names or commercial products does not constitute endorsement or recommendation for their use.

This is a living document that EPA may revise periodically to reflect changes in regulatory requirements and research regarding service line material identification. EPA welcomes comment on this document at any time; please send comments to LCRR@epa.gov.

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Acronyms

µg/L	Micrograms per liter
ACHD	Allegheny County Health Department
ASDWA	Association of State Drinking Water Administrators
AWWA	American Water Works Association
BIL	Bipartisan Infrastructure Law
CBI	Curb Box Inspection
CCR	Consumer Confidence Report
CCTV	Closed-Circuit Television
CFR	Code of Federal Regulations
CMMS	Computerized Maintenance Management System
CWS	Community Water System
DWINSA	Drinking Water Infrastructure Needs Survey and Assessment
DWSRF	Drinking Water State Revolving Fund
EDF	Environmental Defense Fund
EGLE	Michigan Department of Environment, Great Lakes, and Energy
EPA	United States Environmental Protection Agency
FTP	File Transfer Protocol
GCWW	Greater Cincinnati Water Works
GIS	Geographic Information System
GPR	Ground Penetrating Radar
GPS	Global Positioning System
GRR	Galvanized Requiring Replacement
GRWS	Grand Rapids Water System
IIJA	Infrastructure Investment and Jobs Act
LCR	Lead and Copper Rule
LCRI	Lead and Copper Rule Improvements
LCRR	Lead and Copper Rule Revisions
LSL	Lead Service Line

LSLR	Lead Service Line Replacement
LWC	Louisville Water Company
NPR	National Public Radio
NTNCWS	Non-Transient Non-Community Water System
OMB	Office of Management and Budget
ORP	Oxidation-Reduction Potential
PWS	Public Water System
PWSA	Pittsburgh Water & Sewer Authority
PWSID	Public Water System Identification Number
SDWA	Safe Drinking Water Act
SOP	Standard Operating Procedure
USEPA	United States Environmental Protection Agency
WIIN	Water Infrastructure Improvements for the Nation

Glossary

Term	Definition[1]
Curb stop	An exterior valve located at or near the property line that is used to turn on and off water service to the building.[2]
Community water system	A public water system that serves at least 15 service connections used by year-round residents or regularly serves at least 25 year-round residents (40 CFR §141.2).
Full lead service line replacement	Replacement of a lead service line (as well as galvanized service lines requiring replacement) that results in the entire length of the service line, regardless of service line ownership, meeting the Safe Drinking Water Act (SDWA) Section 1417 definition of lead free[3] applicable at the time of the replacement. See 40 CFR §141.2 for the full regulatory definition.
Galvanized requiring replacement	A galvanized service line that is or was at any time downstream of a lead service line or is currently downstream of a lead status unknown service line. If the water system is unable to demonstrate that the galvanized service line was never downstream of a lead service line, it must presume there was an upstream lead service line (40 CFR §141.84(a)(4)(ii)).
Galvanized service line	Iron or steel piping that has been dipped in zinc to prevent corrosion and rusting (40 CFR §141.2).
Gooseneck, pigtail, or connector	A short section of piping, typically not exceeding two feet, which can be bent and used for connections between rigid service piping. For purposes of this subpart, lead goosenecks, pigtails, and connectors are not considered to be part of the lead service line but may be required to be replaced pursuant to §141.84(c)[4] (40 CFR §141.2).
Lead service line	A portion of pipe that is made of lead, which connects the water main to the building inlet. A lead service line may be owned by the water system, owned by the property owner, or both. For the purposes of this subpart, a galvanized service line is considered a lead service line if it ever was or is currently downstream of any lead service line or service line of unknown material. If the only lead piping serving the home is a lead gooseneck, pigtail, or connector, and it is not a galvanized service line that is considered a lead service line, the service line is not a lead service line (40 CFR §141.2).
Lead status unknown service line	A service line where the material is not known to be lead, galvanized requiring replacement, or a non-lead service line, such as where there is no documented evidence supporting material classification. It is not necessary to physically verify the material composition (*e.g.,*, copper or plastic) of a service line for its lead status to be identified (*e.g.*, records demonstrating the service line was installed after a municipal, state, or federal lead ban[3]) (40 CFR §141.2).
Non-lead	A service line that is determined through an evidence-based record, method, or technique not to be lead or galvanized requiring replacement (40 CFR § 141.84(a)(4)(iii)).

Term	Definition[1]
Non-transient non-community water system	A public water system that is not a community water system and regularly serves at least 25 of the same persons over 6 months per year (40 CFR §141.2).
Service line	The pipe connecting the water main to the interior plumbing in a building.[2] The service line may be owned wholly by the water system or customer, or in some cases, ownership may be split between the water system and the customer.
State	State means the agency of the State or Tribal government that has jurisdiction over public water systems. During any period when a State or Tribal government does not have primary enforcement responsibility pursuant to Section 1413 of the Act, the term "State" means the Regional Administrator, U.S. Environmental Protection Agency (40 CFR §141.2).
Water main	A pipe that conveys water to a connector or customer's service line. In residential areas, it is usually located underground.[2]
Water meter	An instrument, mechanical or electronic, used for recording the quantity of water passing through a particular pipeline or outlet.[2]

Notes:

[1] Definitions without a regulatory citation are recommended definitions for use in this guidance document.

[2] Source: Seventh Drinking Water Infrastructure Needs Survey and Assessment: Lead Service Line Inventory for America's Water Infrastructure Act – State Survey Instruction (USEPA, 2021b).

[3] In 1986, Congress amended the Safe Drinking Water Act (SDWA), prohibiting the use of pipes, solder, or flux that were not "lead free" in public water systems or plumbing in facilities providing water for human consumption. See Appendix D: Summary of Lead Ban Provisions by State. At the time, "lead free" was defined as solder and flux with no more than 0.2 percent lead and pipes with no more than 8 percent. In 2011, Congress passed the Reduction of Lead in Drinking Water Act (RLDWA) that amended Section 1417 of SDWA and updated the definition for "lead free" as a weighted average of not more than 0.25 percent lead calculated across the wetted surfaces of a pipe, pipe fitting, plumbing fitting, and fixture and not containing more than 0.2 percent lead for solder and flux. On September 1, 2020, EPA published the final regulation "Use of Lead Free Pipes, Fittings, Fixtures, Solder, and Flux for Drinking Water" to make conforming changes to existing regulations based on the RLDWA. https://www.federalregister.gov/documents/2020/09/01/2020-16869/use-of-lead-free-pipes-fittings-fixtures-solder-and-flux-for-drinking-water

[4] Section 141.84(c) of the January 15, 2021 Lead and Copper Rule Revisions (LCRR) specifies the operating procedures for replacing lead goosenecks, pigtails, or connectors. The LCRR is under revision and all rule provisions except for the initial inventory requirements may be subject to change.

Chapter 1: Introduction

This introductory chapter provides:

- The benefits of a comprehensive and accurate service line inventory (Section 1.1);
- The purpose of the guidance and its intended audience (Section 1.2);
- An overview of the inventory and related requirements of the January 15, 2021 Lead and Copper Rule Revisions (LCRR) and related requirements under the Lead and Copper Rule (LCR) (Section 1.3); and
- A brief discussion of how the remainder of the guidance is organized (Section 1.4).

1.1 The Benefits of a Comprehensive and Accurate Inventory

Service line inventories are the foundation from which water systems take action to address a significant source of lead in drinking water − lead service lines (LSLs). Establishing an inventory of service line materials and identifying the location of LSLs is a key step in getting them replaced and protecting public health. Lead service line replacement (LSLR) is not dependent on knowing the location of all LSLs; in fact, simultaneously developing an inventory while conducting LSLR can have many benefits. For example, systems can save costs by replacing LSLs when crews find them onsite during service line investigations. Systems can also leverage the opportunity for LSLR by seeking customer consent and private property access during service line investigation. Replacing LSLs in a safe and prompt manner while crews are in the field for inventory development provides an opportunity for public health benefits for consumers by more quickly eliminating this potential source of lead exposure from drinking water.

> Given the many benefits of LSLR, EPA encourages water systems to begin LSLR as soon as possible, regardless of the stage of their inventory development.

Congress recognized the importance of LSLR when it appropriated supplemental Drinking Water State Revolving Fund (DWSRF) funding as part of the 2021 Bipartisan Infrastructure Law (BIL) (P.L. 117-58). The BIL contains a historic $15 billion in dedicated funding through the DWSRF for LSL identification and replacement. This funding is being provided to states with no match requirement. The BIL also provided $11.7 billion over five years to enhance DWSRF base funding. EPA is collaborating with state DWSRF programs to share models, guidance, and build state capacity to assist local communities and ensure LSL funding is effectively and equitably deployed (USEPA, 2022). DWSRF BIL LSLR funding, DWSRF BIL General Supplemental funding, and base appropriations for the DWSRF can all be used for LSL identification, such as service line material classification and validation, and replacement. The new resources available under BIL, in particular, provide a tremendous opportunity to make rapid progress on permanently removing a significant source of lead in drinking water and achieving major improvements in public health.

For the DWSRF, 49 percent of the DWSRF funding must be provided to disadvantaged communities. Other federal programs also have available funding available for LSLR and related technical assistance.[1]

A comprehensive and accurate inventory has many additional benefits beyond regulatory compliance. Inventorying service line material permits notification to consumers about potential lead risks affecting them, which can facilitate customer actions to reduce lead in drinking water, including flushing, use of filters certified to reduce lead, and customer-initiated LSLR. Inventories allow water systems to publicly track their progress on LSL identification and replacement, engaging the community and enhancing transparency. Inventories can also help water systems and consumers determine the source of high lead levels in drinking water at a home or building and the possible solutions for reducing exposure. Water systems with inventory information can also proactively mitigate lead exposure caused by disturbances of a lead or galvanized requiring replacement (GRR) service line, for example, during street construction. Inventories can also make LSLR programs more efficient. Even incomplete inventories may create cost-saving opportunities for water systems by better targeting locations served by LSLs, stretching the value of internal or external funding that water systems receive, such as from the BIL. In addition, service line inventories can help inform decisions for other drinking water rules and could inform future needs surveys and potential future costs.

1.2 Purpose and Audience

The purpose of this document is to guide water systems as they develop and maintain service line inventories and to provide states with needed information for oversight and reporting to EPA. The guidance contained in this document can also position water systems to begin replacing LSLs as soon as possible. Locating LSLs is the first and critical step to replacing them; however, water systems do not need to complete the entire inventory process before designing and implementing their LSLR programs.

This guidance covers the lifecycle of the inventory, including inventory creation, material investigations, system reporting, state review, public accessibility of service line information, and service line consumer notification. In addition, the guidance provides best practices, case studies, and templates related to topics such as the classification of unknowns, goosenecks, and galvanized plumbing; best practices for service line material investigations; inventory form and format; inventory accessibility; tools to support inventory development and data tracking; and ways to prioritize service line investigations.

[1] Additional information is available at https://www.epa.gov/ground-water-and-drinking-water/funding-lead-service-line-replacement.

The practices surrounding service line material inventories are rapidly evolving as water systems create their inventories and improve them over time. Additionally, emerging research on service line identification methods is ongoing. Given the potential for new, relevant information to become available, EPA anticipates that future updates to the guidance are possible. In addition, although EPA anticipates this guidance will be useful for water systems of all sizes, EPA intends to develop an additional tailored guidance for small community water systems (CWSs) and non-transient non-community water systems (NTNCWSs).

1.3 Overview of Regulatory Requirements and LCRR Review

Section 1.3.1 provides an overview of the initial inventory requirements specified in the January 15, 2021 LCRR. Section 1.3.2 provides information on EPA's review of the LCRR and plans to develop the Lead and Copper Rule Improvements (LCRI). Section 1.3.3 discusses inventory-related regulatory requirements under the LCR.

1.3.1 Overview of the LCRR Inventory Requirements

EPA published the LCRR in the *Federal Register* on January 15, 2021 (USEPA, 2021c). It applies to all CWSs and NTNCWSs. The initial inventory requirements of the LCRR specify:

- Information that water systems must include in their service line inventory,
- When water systems must submit their initial inventories to their primacy agency[2],
- Requirements for water systems to make their information publicly accessible and to notify all persons served by the water system at the service connection with a lead, GRR, or lead status unknown service line, and
- Reporting requirements for states.

> *Note that this guidance addresses **inventory** requirements of the LCRR only. All LCRR requirements aside from the initial inventory are subject to change under the LCRI. See Section 1.3.2 for discussion.*

Exhibit 1-1 provides a summary of these requirements with the relevant LCRR citations and the section(s) in this guidance with additional information. Note that Exhibit 1-1 includes only the LCRR initial inventory requirements that EPA stated would be retained for the LCRI. The LCRR contains additional requirements that may be subject to change under the LCRI and are therefore not included in the exhibit below.

[2] EPA delegates primacy, which is primary enforcement responsibility to implement SDWA's Public Water System Supervision Program, for public water systems to states, territories, and Indian tribes if they meet special requirements. Throughout this guidance, the terms "state" or "states" are used to refer to all types of primacy agencies including U.S. territories, Indian tribes, and EPA Regions.

Exhibit 1-1: LCRR Inventory Requirements

Inventory Requirement	40 CFR Citation	Information Provided in:
WATER SYSTEM REQUIREMENTS		
Inventory Specifications		
Material Classification: Classify each service line or portion of the service line where ownership is split as lead, galvanized requiring replacement, non-lead, or lead status unknown.	§141.84(a)(4)	Section 2.1
All service lines and ownership: Prepare an inventory that includes the system- and customer-owned portions of all service lines in the system's distribution system.	§141.84(a), (a)(2)	Section 2.2
Information to Identify Material: Use previous materials evaluation, construction and plumbing codes/records, water system records, distribution system inspections and records, information obtained through normal operations, and state-specified information.	§141.84(a)(3), (a)(5)	Sections 3.4 & Chapter 4
Deadlines for Submission		
Initial Inventory: Submit an initial inventory or demonstrate the absence of LSLs by October 16, 2024.	§141.80(a)(3)[1]	Section 1.3.2 & Section 6.4
Updates to Primacy Agency: Submit updated inventories to the primacy agencies annually or triennially based on lead tap sampling frequency, but not more frequently than annually Water systems that have demonstrated the absence of LSLs by October 16, 2024 are not required to provide an update. However, if these systems subsequently find any LSL or galvanized requiring replacement service line, they have 30 days to notify the state and prepare an updated inventory on a schedule established by the state.	§141.90(e)(3), §141.90(e)(3)(ii)	Sections 6.3 & 6.6
Public Accessibility and Consumer Confidence Report		
Public Accessibility: Make the inventory publicly available and include a locational identifier for LSLs and galvanized requiring replacement. Water systems serving more than 50,000 people must provide inventories online.	§141.84(a)(8)	Section 2.3 & Chapter 7

Inventory Requirement	40 CFR Citation	Information Provided in:
Consumer Confidence Report (applies to CWSs only): • **CWSs with LSLs**: Indicate how the public can access the service line inventory information. • **CWSs with only non-lead service lines:** Provide a statement there are no LSLs and how to access the service line inventory (or a statement in lieu of the publicly accessible inventory with a description of methods used to make this determination in 40 CFR §141.84(a)(9)).	§141.84(a)(9), §141.153(d)(4)(xi)	Section 7.4
Service Line Consumer Notification		
Provide notification to persons served by the water system at the service connection with an LSL, GRR, or lead status unknown service line. If the water system serves communities with a large proportion of non-English speaking consumers, as determined by the state, public education materials must be in appropriate languages or contain a telephone number or address where persons served may contact the water system to obtain a translated copy of the materials or to request assistance in the appropriate language. **Timing:** Notification within 30 days after completing of initial inventory and repeated annually until only non-lead remains. For new customers, water systems must also provide this notice at the time of service initiation. **Content:** Statement about service line material, lead health effects, and steps to minimize lead exposure in drinking water. If: • Confirmed LSL, must include opportunities to replace the LSL, any available financing programs, and statement that the system must replace its portion if property owners notify the system they are replacing their portion. • GRR, must also include opportunities for service line replacement. • Lead status unknown, must also include opportunities to verify the material of the service line. **Delivery:** By mail or by another method approved by the state. **Reporting to states:** Demonstrate that the water system delivered the notification and provide a copy of the	§141.85(a)(1)(ii), §141.85(e) & §141.90(f)(4)	Section 6.5

Inventory Requirement	40 CFR Citation	Information Provided in:
notification and information materials to their states annually by July 1 for the previous calendar year.		
STATE REPORTING		
Reporting to EPA: For each water system, the number of lead, galvanized requiring replacement, and lead status unknown service lines in its distribution system, reported separately.	§142.15(c)(4)(iii)(D)	EPA will include additional details in the data entry instructions guidance for the LCRR.
Special Primacy: The LCRR specifies special primacy requirements for states to adopt in 40 CFR §142.16(d)(5) that include: (1) providing or requiring the review of any resource, information, or identification method for the development of the initial inventory or inventory updates, and (2) requiring water systems whose inventories contain only non-lead service lines and the water system subsequently finds an LSL to prepare an updated inventory on a schedule determined by the state.	§142.16(d)(5)	Chapters 4 – 6 EPA plans to include additional information in a separate state implementation guidance.

Notes:

[1] On June 16, 2021, EPA published a rule to extend the compliance date from January 16, 2024 to October 16, 2024 (40 CFR §141.90(e)(1), USEPA, 2021d).

Note that this guidance uses the terms "system-owned" and "customer-owned" because they are consistent with the LCRR language. EPA recognizes that states and systems may use other terms to describe ownership status such as "public" and "private" or other terms besides "ownership" to describe the division of responsibility between the water system and the customer. EPA recommends water systems using different terminology to provide clear explanations of those terms to the state and the public.

> *States may have laws or regulations for initial service line inventories that are **more stringent** than federal requirements. For the most accurate and up-to-date requirements, systems should reach out to their state primacy agencies.*

1.3.2 Outcome of EPA Review of the LCRR

On June 16, 2021, EPA published the agency's decision to delay the effective and compliance dates of the LCRR, published on January 15, 2021. The effective date was extended from March 16, 2021 to December 16, 2021, while the compliance date was extended from January 16, 2024 to October 16, 2024 to ensure drinking water systems and primacy states continued to have the full

three years provided by the Safe Drinking Water Act to take actions needed for regulatory compliance. They delay allowed time for EPA to review the LCRR in accordance with Presidential directives issued on January 20, 2021, to the heads of federal agencies to review certain regulations and conduct important consultations with affected parties (USEPA, 2021d). The agency's review included a series of virtual public engagements to hear directly from a diverse set of stakeholders.

EPA published the outcome of its review on December 17, 2021. The review stated that EPA actions to protect the public from lead in drinking water should consider the following priority areas for improvements: replacing 100 percent of LSLs is an urgently needed action to protect all Americans from the most significant source of lead in drinking water systems; equitably improving public health protection for those who cannot afford to replace the customer-owned portions of their LSLs; improving the methods to identify LSLs and trigger action in communities that are most at risk of elevated drinking water lead levels; and exploring ways to reduce the complexity of the regulations. In the notice, EPA explained it would also consider changes to other areas of the rule to equitably improve health protections and improve implementation of the rule to ensure that it prevents adverse health effects of lead to the extent feasible (USEPA, 2021a). This could include changes to the requirements applicable to the inventory updates.

To achieve these policy objectives, EPA announced its decision to proceed with a proposed rule that would revise the LCRR while allowing the January 2021 rule to take effect. Through the LCRI, EPA stated that it does not expect to propose changes related to the initial service line inventory requirements because continued progress to identify LSLs is integral to lead reduction efforts regardless of potential revisions to the rule. The LCRR effective date is December 16, 2021, and the compliance date is October 16, 2024. In the review notice, EPA also highlighted non-regulatory actions that EPA and other federal agencies can take to reduce exposure to lead in drinking water.

1.3.3 Related Requirements under the LCR

As mentioned in the previous section, EPA reviewed the requirements in the LCRR and published its intent to revise the rule with the exception of the initial inventory requirements (USEPA, 2021a). Thus, this document focuses on guidance related to the LCRR initial inventory requirements, while also including general best practices applicable to the later stages of the inventory lifecycle.

This section describes existing LCR requirements that rely on service line inventory information and provides recommendations on how these requirements can be supported by initial inventory efforts. Water systems must comply with the requirements of the LCR (40 CFR §§141.80-141.91 as codified on July 1, 2020) between December 16, 2021 and October 16, 2024 (40 CFR §141.80(a)(3)).

Inventory-Related Requirements in the Event of Action Level Exceedance

Under the LCR (40 CFR §141.84(b)), systems subject to LSLR requirements[3] must replace annually at least seven percent of the initial number of LSLs in their distribution system. The initial number of LSLs is the number of lead lines in place at the time the replacement program begins. Water systems must identify the initial number of LSLs in their distribution system under this requirement. EPA recommends that systems use information gathered for the initial inventory under the LCRR to help identify the required initial number of LSLs.

How the Inventory Relates to the Tap Monitoring Requirements

Required lead and copper tap monitoring under the LCR is based on a tiering system for prioritizing sample sites (40 CFR § 141.86(a)). Single family homes with LSLs are in the highest tier (*i.e.*, Tier 1), meaning systems should prioritize these locations for lead and copper tap monitoring. Systems may gather more information on the location of LSLs under their initial inventory efforts.

1.4 Document Organization

The remainder of this document is organized as follows:

- **Chapter 2: Elements of the Inventory** includes information that must be included in the service line inventory to meet LCRR requirements as well as additional information EPA recommends that water systems consider tracking in their inventory.
- **Chapter 3: Inventory Planning** includes approaches for developing an inventory, considerations for choosing an inventory format, procedures for collecting information during normal operation, and guidelines for developing partnerships with third parties.
- **Chapter 4: Historical Records Review** summarizes the rule requirements for reviewing historical records and provides additional recommendations on how the various types of historical records can be used and where to find them.
- **Chapter 5: Service Line Investigation Methods** summarizes and compares service line identification methods, including visual inspection, water quality sampling, excavation, statistical data analyses, and emerging methods.
- **Chapter 6: Developing and Updating the Inventory** provides recommendations for classifying service line materials, planning for proactive investigations, submitting the initial inventory, and inventory updates. It includes requirements and recommendations specific to systems with no LSLs and provides guidance to states related to inventory

[3] Under the LCR, systems that exceeded the lead action level of 15 µg/L based on their 90th percentile sample result after installing corrosion control and/or source water treatment (whichever sampling occurred later) are required to replace 7 percent of their LSLs annually until they no longer exceeded the lead action level for two consecutive monitoring periods (40 CFR §141.84(a)).

review and reporting. This chapter also contains requirements and recommendations for notifying customers with LSLs, GRR, or unknown service lines.

- **Chapter 7: Public Accessibility** includes LCRR requirements for water systems to make their inventory publicly accessible and provides suggestions for inventory content and effective presentation, promoting public input, considerations for states, and Consumer Confidence Report inventory-related requirements.
- **Chapter 8: References** provides a full list of references that were used in the development of this document.

This guidance also includes key points to remember at the end of Chapters 1 through 7. In addition, these chapters are supported by the following appendices:

- **Appendix A** provides blank forms from EPA's Service Line Inventory Template, which is a companion tool to help water systems and states comply with the LCRR service line inventory requirements. The blank forms can be used for documenting inventory methods and an inventory summary. The appendix also contains a blank form for the state review checklist.
- **Appendix B** includes case studies for three water systems that have begun developing their service line inventories.
- **Appendix C** includes example instructions on how customers can identify their service line materials and example customer materials when the water system conducts the material service line verification of the customer-owned portion.
- **Appendix D** provides a summary of 1986 SDWA lead ban provisions by state.
- **Appendix E** includes Michigan's Minimum Service Line Verification Requirements.
- **Appendix F** includes examples of data quality disclaimers regarding the accuracy of the inventory provided to the public.

Key Points to Remember

LCRR Requirements

- All CWSs and NTNCWSs must develop an inventory of service lines that meets the LCRR requirements, including service line materials classification, information sources, and public accessibility (40 CFR § 141.84(a)).
- Water systems must submit their initial inventories to their state by October 16, 2024 (40 CFR § 141.84(a)(1)) and 141.90(e)(1)).
- All CWSs and NTNCWSs must notify all persons served by the water system at the service connection with a lead, GRR, or lead status unknown service line within 30 days of completing their service line inventory (40 CFR § 141.85(e)).
- All LCRR requirements other than the initial inventory requirements are subject to change under the LCRI.

Recommendations (Not Required under the LCRR)

- Water systems should not wait until their inventories are complete to begin conducting LSLR. Replacing LSLs while developing the inventory may create synergies or introduce opportunities for cost-savings.
- This guidance covers the lifecycle of the inventory, including inventory creation, inventory updates, material investigations, system reporting, state review, and public accessibility of service line information. The inventory is based on the best available data and should improve over time with updated information.
- States may have passed laws or regulations for a service line inventory that are more stringent than the federal inventory requirements.
- For water systems, a comprehensive and accurate service line inventory will facilitate LCRR compliance, improve LSLR program efficiency, provide greater public health protection, potentially assist in obtaining external funds for inventory development and LSLR, and provide potential cost savings.
- For states, a robust inventory will provide information for oversight and reporting.

Chapter 2: Elements of the Inventory

This chapter contains the required elements of the service line inventory based on the January 15, 2021 Lead and Copper Rule Revisions (LCRR) (USEPA, 2021c) and is organized as follows:

- Section 2.1 presents requirements and recommendations for materials classification for service lines and other related infrastructure,
- Section 2.2 presents requirements and recommendations for what to include in the inventory,
- Section 2.3 includes a discussion of location identifiers for service lines, and
- Section 2.4 provides other suggested service line information for inclusion in the inventory.

2.1 Inventory Materials Classifications

This section summarizes the required service line material classifications and presents additional classifications and subclassifications for states and water systems to consider.

2.1.1 Required Service Line Inventory Material Classifications

Under the LCRR, the inventory must use one of the following four material classifications to describe the entire service line, including separate material classifications for the water system-owned and customer-owned portions of each service line where ownership is split:

- Lead
- Galvanized requiring replacement (GRR)
- Non-lead (or the actual material, such as copper or plastic)
- Lead status unknown service lines (or unknown)[4]

Exhibit 2-1 provides the required criteria for assigning each of the four material classifications and additional information that may be helpful to states and water systems.

[4] This guidance document uses the term lead status unknown interchangeably with unknown.

Exhibit 2-1: Required Inventory Materials Classifications

Material Classification	Use This Classification If:
Lead	The service line is made of lead (40 CFR §141.84(a)(4)(i)). ***Keep in Mind**:* • The LCRR updates the definition of a lead service line (LSL) as "a portion of pipe that is made of lead, which connects the water main to the building inlet" (40 CFR §141.2). • If the only lead pipe serving the building is a lead gooseneck, pigtail, or connector[1], the service line is **not** considered an LSL under the initial inventory requirements of the LCRR. EPA recommends that the system track the material of all components that potentially contain lead, including connectors.[2]
Galvanized Requiring Replacement (GRR)	The galvanized service line is or ever was at any time downstream of an LSL or is currently downstream of a lead status unknown service line. If the water system is unable to demonstrate that the galvanized service line was never downstream of an LSL, it must presume there was an upstream LSL (40 CFR §141.84(a)(4)(ii)). ***Keep in Mind**:* • Galvanized service lines that are or ever were downstream from an LSL can adsorb lead and contribute to lead in drinking water. • An example of a GRR service line is when the customer-owned portion from the meter to the building is galvanized, and the system-owned portion from the water main to the meter was previously lead but has been replaced. The customer-owned portion of the service line would be GRR. • Under the initial inventory requirements of the LCRR, a galvanized service line that was never downstream of an LSL but is downstream or previously downstream of a lead gooseneck, pigtail, or connector is not considered GRR. However, systems should check with their states if they have more stringent requirements.
Non-Lead	The service line is determined through an evidence-based record, method, or technique that it is not lead or GRR (40 CFR §141.84(a)(4)(iii)). ***Keep in Mind**:* • If a system can demonstrate that a galvanized service line was never downstream of an LSL, it may be classified as non-lead. • The water system may classify the actual material of the service line (for example, galvanized, plastic, or copper) as an alternative to classifying it as non-lead. • The term "non-lead" refers to the service line material only and does not include other potential lead sources present in solder, connectors, and other plumbing materials.

Material Classification	Use This Classification If:
Lead Status Unknown	The service line material is not known to be a lead, GRR, or non-LSL, such as where there is no documented evidence supporting material classification (40 CFR §141.84(a)(4)(iv)). ***Keep in Mind***: • Water systems have the option to use the terminology of unknown instead of lead status unknown service line (40 CFR §141.84(a)(4)(iv)). • Water systems may elect to provide more information regarding their unknown lines as long as the inventory clearly distinguishes unknown service lines from those where the material has been determined through records or inspections (40 CFR §141.84(a)(4)(iv)).

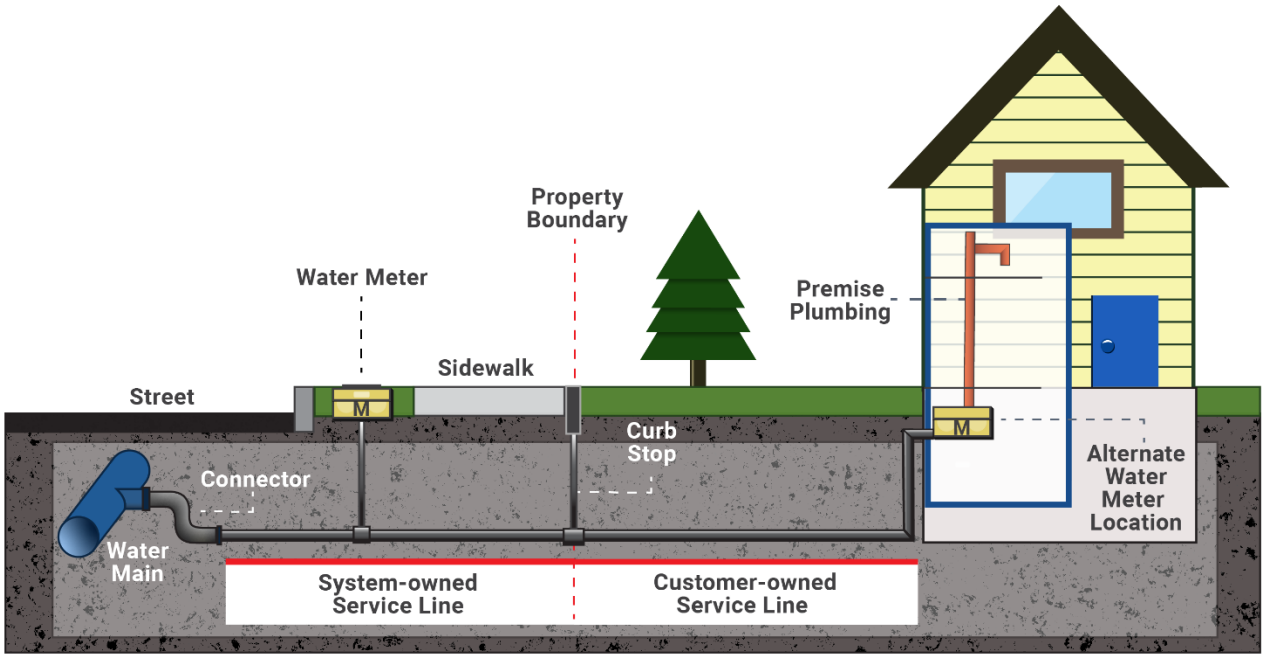
Note:

[1] A lead gooseneck, pigtail, or connector is defined as "a short section of piping, typically not exceeding two feet, which can be bent and used for connections between rigid service piping" (40 CFR §141.2).

[2] Some states include lead connectors in their definition of an LSL. In these instances, the state requirements are more stringent than the LCRR and water systems must follow these requirements.

Exhibit 2-2 is a diagram of a possible division in service line ownership (or responsibility) between the customer and water utility in which the system-owned portion of the service line is from the water main to the curb stop and the customer-owned portion is from the curb stop to the water meter. For some systems, the delineation may be different, (*e.g.*, the ownership or responsibility distinction is at the water meter or property line). In other instances, the water system may share ownership with customers, or the water system or customer may have sole ownership of the service line. Note that ownership of the property on which the service line is located does not always equate to ownership or responsibility of the service line.

Exhibit 2-2: Example of Service Line Ownership Distinction between the Water System and Customer



While the LCRR requires the inventory to categorize each service line or portions of the service line where ownership is split, a single classification per service line is also needed to support various LCRR requirements, such as lead service line replacement (LSLR), tap sampling, and risk mitigation. Systems should follow these guidelines to comply with the LCRR requirements when classifying the entire service line when ownership is split:

- Service line is lead if either portion is a lead service line (LSL) (40 CFR §141.84(a)(4)(i)).
- Service line is GRR if the downstream portion is galvanized and the upstream portion is unknown or currently non-lead, but the system is unable to demonstrate that it was never previously lead (40 CFR §141.84(a)(4)(ii)).
- Service line is lead status unknown if both portions are unknown, or one portion is non-lead and one portion is unknown (40 CFR §141.84(a)(4)(iv)).
- Service line is non-lead only if both portions meet the definition of non-lead (40 CFR §141.84(a)(4)(ii)).

EPA recognizes that some segments of the system- or customer-owned service lines could be made of more than one material. EPA recommends that systems follow the guidelines above to classify the system-owned or customer-owned portion in these cases. Exhibit 2-3 provides

examples for classifying the entire service line for various system-owned and customer-owned material combinations.

Exhibit 2-3: Classifying Service Line Materials When Ownership is Split According to the LCRR 40 CFR §141.84(a)(4)

System-Owned Portion	Customer-Owned Portion	Classification for Entire Service Line
Lead	Lead	Lead
Lead	Galvanized Requiring Replacement	Lead
Lead	Non-lead	Lead
Lead	Lead Status Unknown	Lead
Non-lead	Lead	Lead
Non-lead and never previously lead	Non-lead, specifically galvanized pipe material	Non-lead
Non-lead	Non-lead, material other than galvanized	Non-lead
Non-lead	Lead Status Unknown	Lead Status Unknown
Non-lead, but system is unable to demonstrate it was not previously Lead	Galvanized Requiring Replacement	Galvanized Requiring Replacement
Lead Status Unknown	Lead	Lead
Lead Status Unknown	Galvanized Requiring Replacement	Galvanized Requiring Replacement
Lead Status Unknown	Non-lead	Lead Status Unknown
Lead Status Unknown	Lead Status Unknown	Lead Status Unknown

If the only lead pipe serving a building is a lead gooseneck, pigtail, or other connector (*i.e.,* a non-LSL attached to a lead connector), then the line should not be designated as an LSL in the initial service line inventory required under the LCRR. The line may be required to be identified separately by the state. In addition, as will be discussed in more detail in Section 2.1.3, EPA recommends water systems identify the lines with only these components separately in their inventory. Also note that service material classifications can change over time as the system gathers more information and updates the inventory.

2.1.2 Recommended Subclassifications and Additional Information (Not Required Under LCRR)

Water systems may also consider going beyond the requirements of the LCRR by subclassifying service line materials and tracking additional information. These subclassifications are discussed below and can provide additional information not only to help facilitate material classification, but also to inform the public about service lines in their homes and community.

Recommended Subclassifications

A Lead Status Unknown's "LSL Likelihood." Some water systems have incorporated additional information that indicates the probable material of an unknown service line, such as an "LSL Likelihood." For example, Flint, Michigan, categorized unknowns as low likelihood of lead, medium likelihood of lead, and high likelihood of lead (see their online map showing these subclassifications[5]). Systems using predictive models may also assign numerical probabilities to unknowns representing the probability they are LSLs.

Systems could rely on historical records described in Chapter 4, service line material investigations described in Chapter 5, and the methodology described in Section 6.1 to determine various subclassifications of unknown service lines. For example, if an individual service line material is unknown but was installed when lead was not commonly used in the system based on interviews with experienced system staff and plumbers, the system could consider subclassifying the service line as "Unknown- Unlikely Lead" or a similar designation. If the system has confirmed service line materials in a representative number of locations in a neighborhood to be lead, it could consider subclassifying the remaining unknown service lines in the neighborhood as "Unknown- Likely Lead" or a similar designation until its material can be investigated.

Although systems are not required to track this information or include it in their publicly accessible inventories or submittals to the state, internally tracking this information could help focus proactive inventory investigations and LSLR efforts. If subclassifications are made available to the public, EPA recommends that water systems clearly communicate this information to the public by providing easy-to-understand definitions for each subclassification and explaining how the subclassifications were determined.

GRR Known or Unknown to have been Downstream of an LSL. EPA recommends that systems that identify GRR service lines, as defined in Section 2.1.1, consider tracking and differentiating these lines into subclassifications to indicate if: 1) the galvanized pipe is known to be currently downstream of an LSL, 2) if the galvanized pipe was previously downstream of an LSL, or 3) the system is unable to demonstrate that the galvanized service line was never downstream of an LSL. This information could be used for many purposes, such as informing an LSLR prioritization

[5] https://flintpipemap.org/map. Accessed December 8, 2021.

approach or serving as an input for a predictive model. The system could also consider subclassifying galvanized service lines that are or were downstream of a lead gooseneck, pigtail, or connector.

Lead-lined Galvanized Pipes. EPA is aware of the existence of lead-lined galvanized service lines but found limited information indicating their prevalence[6]. A lead-lined galvanized service line is consistent with the definition of an LSL under the LCRR ("a portion of pipe that is made of lead, which connects the water main to the building inlet") (40 CFR §141.2) and must therefore be classified in the inventory as an LSL. These lines would be subject to the same LCRR requirements as other LSLs in the inventory, such as LSLR, public education, tap sample tiering, and risk mitigation. Inventorying these types of lines will be more straightforward where water systems have records of their known or likely use. Given that these pipes may appear to be non-lead on the exterior, attempts to identify their material by visual observation or excavation may not reveal an interior lead lining. EPA recommends that water systems consider any available information that indicates where (if ever) lead-lined galvanized pipes were used in the system, along with approaches such as service line sampling, to populate the inventory with these types of connections.

Actual Material for Non-lead. The LCRR states that water systems may classify the actual material of the service line (*e.g.*, galvanized, plastic, or copper) as an alternative to classifying it as non-lead (40 CFR §141.84(a)(4)(iii)). If states and systems wish to classify these lines as non-lead, EPA encourages water systems to track the actual materials as additional information internally and/or as part of the publicly accessible inventory. Including these classifications could improve system asset management and better inform a statistical model, if used.

2.1.3 Recommendations for Other Drinking Water Infrastructure

EPA encourages water systems to include information on lead-containing infrastructure in their inventories, including:

- **Goosenecks, Pigtails, and Connectors**: EPA encourages water systems to identify the location and material of goosenecks and pigtails (connectors) and to include this information in their inventories. This would allow water systems to track and manage this potential source of lead, improve asset management, and increase transparency with customers. This could also help water systems identify where lead connectors are or were previously upstream of galvanized pipe and to manage this additional potential source of lead in their system. As previously discussed, lead from an upstream source can adsorb onto the galvanized pipe over time. The LCRR requires that when lead connectors

[6] http://sedimentaryores.net/Pipe%20Scales/Fe%20scales/Galvanized_lead-lined.html. Accessed December 6, 2021.

are encountered, they be removed or disconnected.[7] In addition, funding sources, such as the Drinking Water State Revolving Fund (DWSRF), Bipartisan Infrastructure Law (BIL), and Water Infrastructure Improvements for Nations Act (WIIN), can be used to pay for lead connector removal and replacement.

Note that systems must follow any state requirements that are more stringent than the LCRR for these materials. For example, Michigan includes lead connectors in their definition of an LSL (Michigan EGLE, 2018). California requires water systems to include in their inventory lead fittings on a non-lead pipe, lead fittings on a lead pipe, and fittings of unknown material (ASDWA, 2019).

- **Lead Solder:** EPA recommends that water systems track the presence of lead solder in the service line or premise plumbing, such as after encountering information indicating their presence in records or if seen during system inspections or maintenance. Tracking the presence of lead solder in the service line improves system asset management and can inform future actions for reduction of lead sources in drinking water. In addition, knowing locations with lead solder in premise plumbing can help identify tap monitoring locations under the Lead and Copper Rule (LCR) and LCRR.
- **Fittings and Equipment Connected to the Service Line:** Devices such as curb stops and meters may be made of older brass that pre-date the effective date for the Reduction of Lead in Drinking Water Act (January 4, 2014). These devices may not meet the revised lowered lead-free standard[8] and could contribute to lead exposure (Sandvig et al., 2008). EPA recommends water systems consider tracking these devices if information is available.

2.2 Include All Service Lines Regardless of Ownership Status and Intended Use

2.2.1 Required under the LCRR

All community water systems (CWSs) and non-transient non-community water systems (NTNCWSs) must prepare an inventory of **all service lines** connected to the public water distribution system, regardless of ownership status (40 CFR §141.84(a)(2)). This means that any service line connected to the public water system, even where the water system owns no portion of the service line, must be included in the inventory. In those instances where ownership is split, the inventory must include both the system-owned and customer-owned portions of the service line. Water systems must internally track address locations of each service line and their

[7] The LCRR is under revision and all rule provisions except for the initial inventory requirements may be subject to change.

[8] In 2011, Congress passed the Reduction of Lead in Drinking Water Act that amended Section 1417 of the Safe Drinking Water Act (SDWA) and established an updated definition for "lead free" as a weighted average of not more than 0.25 percent lead calculated across the wetted surfaces of a pipe, pipe fitting, plumbing fitting, and fixture and not containing more than 0.2 percent lead for solder and flux.

respective material classification (40 CFR §141.84(a)). Where a single service line serves multiple units in the same building, the water system may choose to exclude unit numbers from the address. Note that unit numbers may be required to comply with other LCRR requirements, such as the notification requirements of 40 CFR §141.84(d) and 40 CFR §141.85(e). Because LSLs were generally not constructed with an interior diameter over two inches, they will typically be connected to single family homes or buildings with a limited number of units.

Note that some CWSs and NTNCWSs may not have an extensive distribution system, such as those with a direct connection from a well to a single building. Systems must report the material from the well to the building inlet for their inventory. EPA intends to develop a separate guidance that is tailored to small CWSs and NTNCWSs.

Systems must include all service lines (40 CFR 141.84(a)(2)), regardless of the actual or intended use. These include, for example, service lines with non-potable applications such as fire suppression or those designated for emergency. These service lines could be repurposed in the future for a potable or non-emergency use. Water systems must include in their inventory service lines connected to vacant or abandoned buildings, even if they are unoccupied and the water service is turned off.

2.2.2 Recommendations (Not Required under the LCRR)

Documentation that Describes System and Customer Responsibility or Ownership

As a best practice, where service line ownership or responsibility is divided between the customer and the system, water systems may want to include with their inventory relevant information that describes how ownership or responsibility is divided. Examples could include local ordinances or local water utility tariff agreements or state laws or regulations. This information may be helpful to provide to customers who have questions about how the responsibility for the service line is divided as well as the utility's authority to access and maintain the portion of the service line that is located on the customer's property.

> ***Remember:*** *States and systems may use other terms to describe ownership status such as "public" and "private" or other terms besides "ownership" to describe the division of responsibility between the water system and the customer. Systems should include clear definitions in their publicly accessible inventory.*

Recommended Procedures for Service Lines of Vacant or Abandoned Buildings

Water systems could have service lines that connect to vacant or abandoned homes or buildings that must be included in their inventory even if they are unoccupied and the water service is

turned off. EPA recommends water systems have procedures in place for managing the service lines for these structures. For example, water systems could consider:

- Prioritizing occupied homes for service material investigation or replacement to achieve a greater lead exposure reduction from their overall program, provided that the water is turned off at the vacant or unoccupied structure.
- Investigating these structures' service lines if they are doing maintenance or construction work in the area.
- Identifying service material before service is restored, or not reconnecting LSLs on previously vacant homes or buildings (or new construction built after demolition).
- Using the transfer of property as an opportunity for service line identification or LSLR.

2.3 Location Identifiers

This section describes the LCRR requirements for providing location identifiers for LSLs and GRRs in the publicly available inventory as well as suggested identifier information.

2.3.1 Required under the LCRR

Water systems must make a service line inventory publicly available (40 CFR §141.84(a)(8)) that includes a location identifier for any lead or GRR service lines, such as a street address, intersection, or landmark (40 CFR §141.84(a)(8)(i)). The LCRR does not require water systems to make an inventory with the exact street addresses publicly available. Some local or state privacy laws may prohibit the publication of address-level information. The water system has flexibility to determine which location identifier best meets the needs of its own community. If the street address is not used, systems must use a meaningful location identifier. The location identifier could be, for example, a block, intersection, landmark, GPS coordinates, emergency 911 address for systems in rural areas, or an alternate indicator (such as water meter location). Regardless of which identifier the water system chooses, it must not be so overly broad (*e.g.*, census tract or zip code) that the public could not adequately track general LSL locations or where the system is making progress in replacing LSLs.

2.3.2 Recommendations (Not Required under the LCRR)

Include a Location Identifier for All Service Line Materials. Water systems are not required to make a location identifier for lead status unknown service lines or non-lead service lines publicly available. However, EPA suggests, as a best practice, systems publish locations of all service lines for the greatest transparency and relevant information for its customers.

Consider Publishing Street Addresses. Although EPA determined in the LCRR that a federal requirement for a publicly accessible inventory that uses specific addresses is not necessary, EPA encourages states and water systems to consider including specific addresses in their publicly

accessible inventory. Relevant factors states and water systems might consider include: underlying data quality, transparency and consumer awareness, simplification of inventory development and public communication, availability, impacts on replacement program participation, environmental justice concerns, state or local privacy laws or constitutional protections, and potential property value impacts (both positive and negative). EPA also suggests that systems that serve multiple municipalities include the city or town with the street address.

Include Additional Location Descriptors When Multiple Service Lines Serve the Same Address. Sometimes multiple service lines serve the same address (*e.g.*, hospital or apartment building). Water systems should consider adding additional descriptors that would allow each service line to be uniquely identified.

2.4 Other Recommended Service Line Characteristics

EPA recommends that water systems consider tracking additional service line characteristics, such as the information source(s) used to identify material for each service line, pipe diameter, and installation date. ***These are not LCRR requirements***, but tracking this information could benefit the water system, as discussed below.

Source(s) of information for each service line. This includes recording the source(s) of information used to identify the material of each service line. Refer to Chapter 4 and Chapter 5 for a description of possible sources. Tracking this information is valuable for systems to assess their confidence in the accuracy of an individual service line's material classification, evaluate the reliability of certain records or identification methods as a whole, and facilitate updates to the inventory in the future. This information can also assist states in reviewing the inventory.

Pipe diameter. As explained in Chapters 4 and 6 of this guidance, pipe diameter can be an important input to determining service material classification, considering that LSLs are often 2 inches or smaller in diameter. Tracking pipe diameter is important for asset management and can be useful for other information collection efforts such as the Drinking Water Infrastructure Needs Survey and Assessment (DWINSA). States may have their own requirements. For example, Wisconsin requires material reporting to their public service commission by diameter.[9]

Installation or replacement date. As detailed in Chapter 4 and Chapter 6, the date of service line construction or replacement can be an important input in screening for potential LSLs. This information should also be tracked for general asset management purposes. Where precise dates are not available, the year (*e.g.*, 1985) or estimated date range (1950-1960) of installation or replacement can be provided.

[9] See https://blogs.edf.org/health/2020/04/16/latest-wisconsin-data-on-water-service-lines-provides-important-insights-reveals-over-150000-lead-pipes/.

Key Points to Remember

LCRR Requirements

- The inventory must include all service lines connected to the public water distribution system regardless of intended use (40 CFR §141.84(a)(2)). Lead connectors, gooseneck, and pigtails are not required to be included unless required by the state.
- The inventory must include information on both the system- and customer-owned portions where ownership is split (40 CFR §141.84(a)(4)).
- Service lines must be classified as lead, GRR, non-lead (or the actual material), or lead status unknown service lines (or unknown) (40 CFR §141.84(a)(4)).
- A classification of non-lead must be supported by evidence-based records, methods, or techniques to prove it is not lead or GRR (40 CFR §141.84(a)(4)(iii)).
- The water system must create and maintain an inventory that includes the exact address associated with each service line connected to the public water system. (40 CFR §141.84(a)).
- An inventory of lead and GRR service lines must be made publicly available, but the LCRR does not require the publicly available inventory to include the specific address of each lead and GRR service line. Systems may use a location identifier for any lead and GRR service lines (40 CFR §141.84(a)(8)(ii)).

Recommendations (Not Required under the LCRR)

- EPA encourages water systems to consider including street addresses, when available, as their location identifier for all service lines in its public-facing inventory. Identifiers should be significantly detailed to allow the identification of a specific service line.
- EPA encourages water systems to expand their inventories to include service line subclassifications, other plumbing components such as lead connectors, and other details such as source of information, pipe diameter, and installation date.

Chapter 3: Inventory Planning

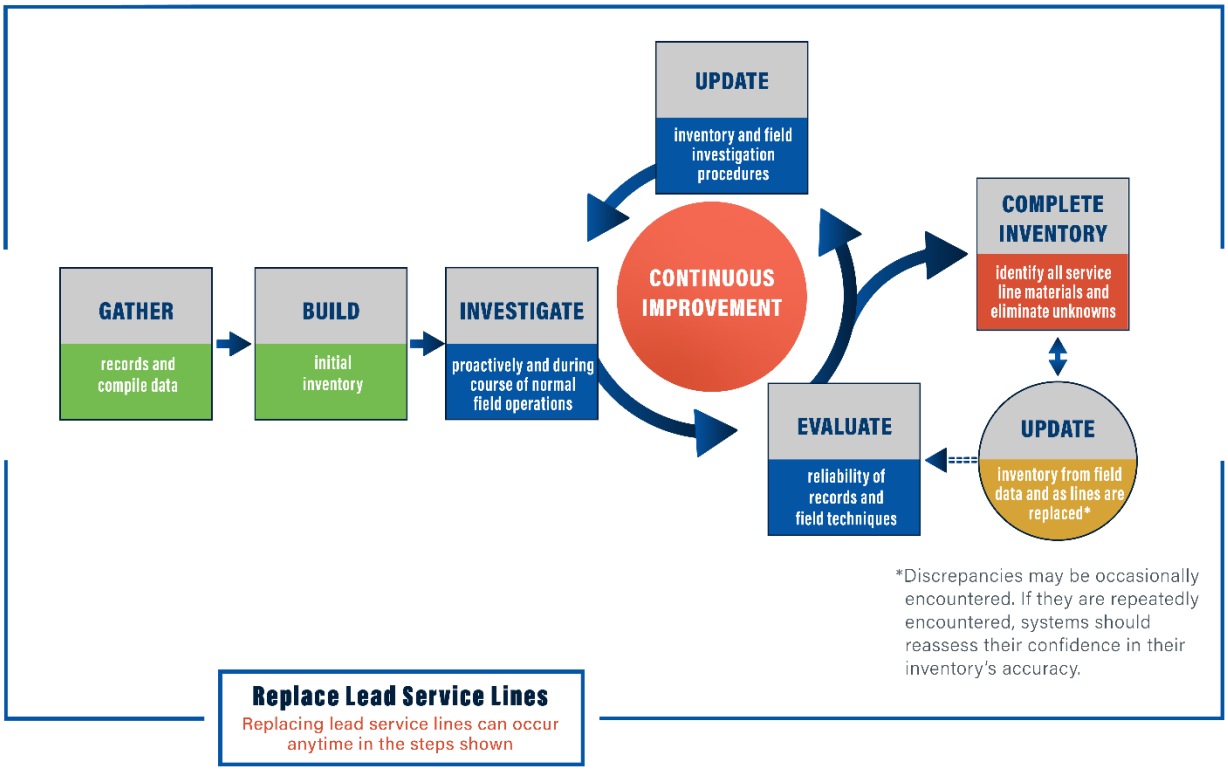
This chapter addresses planning steps that systems should consider when developing their inventory. This information is intended to be helpful for all systems, regardless of where they are in their inventory process. The chapter is organized as follows:

- Section 3.1 provides an introduction to the inventory development process,
- Section 3.2 includes considerations when identifying staff and resources needed for inventory development,
- Section 3.3 includes options and considerations for water systems in the selection of an inventory format,
- Section 3.4 provides recommendations for developing procedures for the collection of service line information, and
- Section 3.5 suggests partnering with third parties for assistance in obtaining information on service line materials.

3.1 Inventory Development Approach

As stated in Chapter 1, this guidance covers the lifecycle of the inventory, including inventory creation, material investigations, system reporting, state review, and public accessibility of service line information. As noted previously, water systems should not wait to replace lead service lines (LSLs) until they have identified the materials of all service lines. In fact, verification of service line materials during lead service line replacement (LSLR) could be part of a water system's strategy to continuously improve its inventory over time. Exhibit 3-1 provides a schematic of this inventory lifecycle.

Exhibit 3-1: Inventory Lifecycle



Other best practice approaches for developing an inventory are available in the literature (Liggett et al., 2022; LSLR Collaborative, 2021; Hensley et al., 2021). No matter the specific approach and steps used, water systems should treat the inventory as a ***living dataset*** that is continuously improved over time as the inventory is updated. The number of unknowns in the inventory should decrease as systems gather new information through normal operation and any proactive material identification activities in which the water system is engaged. The water system should also gain confidence over time in the accuracy of the inventory as records or material identification methods are assessed. As a reminder, water systems should review state regulations and follow required steps that are more stringent than the Lead and Copper Rule Revisions (LCRR) when developing the initial inventory.

3.2 Identifying Staff and Resources

The level of effort needed to prepare an initial inventory is highly dependent on the size of the system, the availability of historical records, the format and condition of those records, LSL investigation methods chosen by the water system, and methods required and/or approved by the state (Liggett, 2021; Hensley et al., 2021; Liggett et al., 2022).

When records are in paper format, large systems have hired temporary staff (*e.g.*, interns) to digitize the data. Liggett et al. (2022) notes that "staff requirements ranged from 2-3 full time employees working 6 days a week for 2 months to several employees working continuously from the start of their lead reduction program" based on a survey of 10 large water systems serving approximately 100,000 to 1.5 million people. All surveyed systems indicated that a significant allotment of staff was needed for at least an initial period. Where customers were engaged in the inventory process, water systems staff were needed to assist customers, gather information from customers, and in some cases verify the information (Liggett et al., 2022).

Interviews with experienced system staff and plumbers can be used to focus the inventory effort and verify utility practices (LSLR Collaborative, 2021; Bukhari et al., 2020). Experienced staff may also know where relevant historical records are located. Classifications of service line materials based on interviews, however, should not be used as a sole source of information for the initial inventory. Systems may also consider interviewing their neighboring water systems to inquire about regional practices (California Water Board, 2020).

3.3 Selecting an Inventory Format

EPA does not require a specific format for the service line inventory. In some states currently requiring submission of inventory information, systems have submitted spreadsheets, geospatial maps, lists, and handwritten notations. ASDWA (2022) notes that states that have required inventory information prefer an electronic submittal over paper or PDF submissions that only provide "a snapshot in time." The subsections below discuss lists, spreadsheets, databases, and maps. Systems should check with their states for any specific requirements.

When water systems consider the inventory format, they should consider that the service line inventory will change over time as new information is added, records evaluations and investigations are conducted, and LSLs are replaced. The format should be flexible enough to accommodate updates, be easily transmittable to the state, include location identifiers, and be in a format that can be made publicly accessible. Water systems should also consider whether a format will be easy-to-use and understand for consumers, community-based organizations, and other organizations that may be interested in using this information, for example to identify whether a consumer is served by an LSL, support community outreach, or develop additional research or data tools for consumers.

Systems may also wish to internally track additional information that is not required but is recommended as best practices in Chapter 2. For central internal data tracking of required and additional inventory elements, EPA recommends that systems consider how they will use their internal data system to generate regulatory state submittals and the publicly accessible inventory.

3.3.1 List, Spreadsheet, or Database

Systems may be able to create a simple list of all addresses with a service line material designation for each. While a location identifier is sufficient for a publicly accessible inventory, some states may require systems to include the source of information used to classify each line to ensure the requirements in 40 CFR §141.84(a)(3) are met. See Section 2.4 for other recommended inventory elements to include.

Electronic spreadsheets and databases have an added advantage over lists for tracking additional information fields. Spreadsheets and databases can be organized in a way that information can be searched, filtered, sorted, and updated. They can be configured to include photos of service line material. The ability to store and communicate a large amount of information in one central location makes electronic spreadsheets and databases a useful inventory method, particularly for systems with large numbers of LSLs. General recommendations for preparing a spreadsheet inventory from a white paper by the Association of State Drinking Water Administrators (ASDWA) and BlueConduit (2020) include the following:

- Each home/service line is a row in the spreadsheet.
- Each column refers to different data points available for each service line (*e.g.*, address, installation date, service line materials classification, and source of information).
- System-owned and customer-owned portions, if applicable, are tracked separately.
- Information regarding goosenecks, pigtails, and connectors is tracked separately.
- Labeling is consistent across the data, and the spreadsheet has a data dictionary to define the column headers.
- Previous information is not lost when new information is found, which will help the utility evaluate the accuracy of historical records.

EPA developed a spreadsheet template that systems may consider using to organize their inventory. The template contains color-coded worksheets for documenting system information, inventory methods, and how the system is making the inventory publicly accessible. The template also includes a detailed worksheet that systems can use to track the materials and other relevant information for each individual service line. This detailed inventory worksheet is designed for users to enter information on one service line, including the system-owned and customer-owned portions where ownership is split, in a single row. It includes columns for required and recommended elements and dropdown menus for some columns to expedite data entry and analysis. The detailed inventory worksheet is customizable; systems can add or delete columns to fit their needs.

A description of each inventory template worksheet is provided in Exhibit 3-2. Some cells in the spreadsheet are linked, (*i.e.*, the system's name and Public Water System Identification Number (PWSID) entered on the public water system (PWS) information sheet carry over to the heading of

the other worksheets). The inventory summary includes a formula that will auto-calculate the total numbers of each of the four service line materials classifications based on the detailed inventory. In addition to the electronic version, fillable forms for several worksheets (PWS information, Inventory Methods, Inventory Summary, Public Accessibility Documentation, and State Checklist) are in Appendix A. The detailed inventory template is available electronically at https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule. Water systems can save a copy of the template to their network or computer and submit the entire file to their state.

Exhibit 3-2: Organization of EPA Inventory Template

Worksheet Type	Worksheet Name	Description
Background	**Template Instructions_System**	Contains detailed instructions for systems.
	Template Instructions_States	Contains detailed instructions for states.
	Classifying SLs	Summarizes requirements for classifying the entire service line when ownership is split (*i.e.* , when the system owns a portion and the customer owns a portion).
Templates for Water Systems	**PWS Information**	For systems to document basic system information.
	Inventory Methods	For systems to document the methods and resources they used to develop and update their inventory.
	Inventory Summary	For systems to provide a summary of their service line inventory, including information on ownership, inventory format, and the number of service lines for each of the four required materials classifications. Systems can enter the totals into this worksheet or automatically generate totals based on information in the **Detailed Inventory** worksheet.
	Detailed Inventory	Provides a customizable format water systems can use to track materials for each service line in their distribution system. Each row equals one service line connecting the water main to the customer's plumbing. Separate columns track location information, the system-owned portion, the customer-owned portion, other possible sources of lead, information for assigning a tap sample tiering classification, and information for lead service line replacement (LSLR). Systems can customize the worksheet by adding or deleting columns.
	Public Accessibility Doc.	For systems to provide documentation to states on how they met the public accessibility requirements of the LCRR.
Templates for States	**State Checklist**	Provides a checklist that states can use to determine and document if water systems met all of the January 15, 2021 LCRR requirements for their Initial Inventory including timely submission, required elements, use of information sources, public accessibility, and public notification of service line materials.

Source: EPA Inventory Template (https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule).

Other spreadsheet templates are available for download. For example, ASDWA's website (https://www.asdwa.org/lead-and-copper-rule-lcr/) provides a link to their separate inventory

template spreadsheets for community water systems (CWSs) and non-transient non-community water systems (NTNCWSs). Another example is the template developed by Kansas Department of Environmental Health.[10] In addition to the information needed to track material classifications including GRR for system- and customer-side portions of the service line, their template includes columns for additional elements. For example, it includes water main material, connector material and replacement, installation dates, sources of information used for service line identification, and other data needed to assign a lead tap sampling tier to the service line. In addition, Kansas' template includes color-coded instructions to highlight cells in which data must be typed and columns containing drop-down menus or auto-calculation. Systems should check with their states to determine if they have developed an electronic template that they should or must use to organize and/or report their detailed inventory.

3.3.2 Maps

Many water systems have developed simple or interactive web-based maps to present their service line inventory, share information with the public, and inform their LSLR program. These maps provide systems with an easily updatable platform for storing inventory data while also having the ability to instantaneously share that data in an intuitive, easy-to-use format with anyone with internet access. Moreover, geospatial databases supporting online maps can store attribute information. For example, systems with high-level mapping capabilities can link image files of historical tap cards with LSL locations (Liggett, 2021). Additional benefits of mapping may include the ability to more easily plan LSLRs along with planned capital improvement projects or to identify LSLR priority locations using existing environmental justice map tools (such as EPA's EJSCREEN[11]) along with a system's map. Also, maps can be augmented over time to include additional information, such as important infrastructure (*e.g.*, water mains and water towers), to improve a system's asset management. See Section 7.2.2 for additional information on web-based map applications, including best practices from recent publications by Hiltner et al. (2019) and Woods and Webb (2021).

Two examples of water system maps are DC Water and Greater Cincinnati Water Works, which are described in Appendix B. Note that these maps were developed prior to the LCRR and do not include GRR. EPA recommends that water systems maps also include a color scheme for GRR.

3.4 Develop Procedures for Collecting Service Line Information

Under the LCRR, systems must identify and track information on service line material as they are encountered in the course of normal operations (40 CFR §141.84(a)(5)). This information could be based on visual inspection – see Section 5.1 for guidance on visually identifying service line material.

[10] The template is available at https://www.kdhe.ks.gov/547/Lead-Copper-Rule.
[11] https://www.epa.gov/ejscreen.

Information collection by water system staff and contractors, who typically have relevant experience and/or training regarding lead in drinking water, enhances quality control of the information they collect (LSLR Collaborative, 2021). Opportunities for data collection under normal operation include but are not limited to:

- Water meter reading
- Water meter repair or replacement (see picture of an excavated meter with service line material exposed)
- Service line repair or replacement
- Water main repair or replacement
- Backflow prevention inspections
- Other street repair or capital projects with open cut excavations



Example of Meter Pit
Source: LSLR Collaborative 2018

Inventory activities should be considered as something that can be worked into the day-to-day activities of the system rather than treated as an independent effort. Systems should consider developing ***standard operating procedures*** (SOPs) or modifying existing SOPs to document how their staff and contractors will collect this information and use it to update their inventory. SOPs can help ensure that a consistent method of tracking, updating, and reporting is used for staff and contractors of all experience levels. Written SOPs can also provide a way for water systems to document how they met the requirement to collect information during normal operations. SOPs can be brief, but the key is to disseminate them to appropriate staff and contractors, use them to conduct training, and ensure that they are incorporated into normal operations. Water systems should consider incorporating quality assurance reviews into their SOPs and procedures that ensure accountability before a project is completed.

Example: Custom app for information collection

The Pittsburgh Water and Sewer Authority (PWSA) developed specific service line and meter replacement work orders in the tablet-based application used by utility workers and plumbers, allowing them to update service line material observations and record information on replacements in the field.

One way to facilitate information collection and inventory updates is the use of electronic field capture records.

Water systems should consider developing procedures for customer service representatives and other staff or contractors that have interactions with customers. Any one-on-one interaction is an opportunity to educate customers about the importance of the service line inventory and to obtain permission for water system personnel to access the home for service line material investigation, or an interaction can be used to provide information to the customer on how to self-identify the material for their portion of the

service line and submit it to the system. See Section 5.1.1 for additional guidance on customer self-identification and Appendix C for examples of customer service line material instructions from water systems.

3.5 Establish Partnerships with Third Parties

EPA encourages water systems to reach out and partner with plumbers, plumber trade organizations, local plumber union organizations, and other third parties to obtain as much information as possible on service line materials and coordinate LSLR where possible. There are many potential third parties that could be included, such as homeowner associations, community-based organizations, building agencies, building inspectors, social services, landlords or realtors, public health departments, departments of education, universities, Tribal Consortia, religious organizations, and technical assistance providers.

There are different ways that third parties can help systems obtain this information:

- The third party may be able to determine service line material as part of their normal field procedures (*e.g.*, plumbing modifications, building inspections, etc.).
- The third party may be able to facilitate outreach and engagement with specific communities, encouraging residents to conduct self-identification of service line and plumbing materials and to report this information to the water system.

Coordination and training should take place early in the process to ensure third parties are aware of the purpose, schedule, and procedures for the inventory and the importance of notifying the water system with any information on service line materials.

Real world examples of successful partnerships include:

- The Pittsburgh Water and Sewer Authority (PWSA), Pennsylvania, partners with their local health department to obtain information during plumbing inspections. PWSA works with their local health department to add service line inspection and reporting to plumbing inspection forms. PWSA automatically receives information by email whenever a plumbing inspection report contains customer-side service line information (Duffy and Pickering, 2021). See the PWSA case study in Appendix B for more information.
- Denver Water, Colorado, partners with community organizations to remove barriers. Denver Water's Ambassador Program focuses on developing partnerships with trusted community organizations to help eliminate possible barriers that could prevent communities from understanding and participating in their Lead Reduction Program. The Ambassadorship Program works in a neighborhood-by-neighborhood basis to share information about the Lead Reduction Program in multiple languages, so everyone receives the same information and resources, regardless of their background. One goal of

this program is to encourage homeowners to confirm if they have an LSL and to sign a consent form allowing Denver Water to replace it at no direct charge to customers.[12]

- The City of Newark, New Jersey, partnered with Clean Water Action, local residents, and retired utility workers as volunteers and trusted messengers to talk to residents. The City of Newark used door hangers and lawn signs to reach renters, who make up approximately 74 percent of residents. An interactive website was key to providing information to customers regarding their service line material (LSLR Collaborative, 2020).
- Grand Rapids Water System (GRWS), Michigan, partners with rental property owners. In Grand Rapids, many LSLs serve rental properties. Because only property owners can sign the agreements for LSLR in Grand Rapids, GRWS met with rental property owner associations to encourage participation in their LSLR program. The water system met well in advance of scheduled replacements to present information about the LSLR program and answer questions that property owners might have (USEPA, 2021e).

Real estate transactions may also provide additional opportunities for educating residents, engaging them to identify service line material, and ultimately facilitate LSLR. McCormick et al. (2017) noted that four states (Connecticut, Delaware, New York, and Pennsylvania) required mandatory disclosure of lead pipes or fixtures. Six additional states (Illinois, Michigan, New Mexico, North Carolina, South Carolina, and Wisconsin) and the District of Columbia required mandatory disclosure of pipe material; however, lead was either not specifically addressed or was only included if the seller identified conditions as unsafe (McCormick et al., 2017). Lu et al. (2019) found that when homebuyers have access to a seller's disclosure, indicating the presence of an LSL, the sellers were willing to negotiate to replace it or provide compensation for the replacement cost. Water systems can work with real-estate agents and home inspectors to support disclosures of identified service line materials (ideally through an online inventory) and provide procedures for customer service line self-identification or verification by trained personnel. See Chapter 7 for recommendations related to inventory accessibility and Section 5.1.1 and Appendix C for customer self-identification guidance.

[12] (https://www.denverwater.org/your-water/water-quality/lead/events-outreach). Accessed November 2, 2021.

Key Points to Remember

LCRR Requirements

- Systems must identify and track information on service line material as they are encountered in the course of normal operations (40 CFR §141.84(a)(5)).

Recommendations (Not Required under the LCRR)

- EPA recommends systems consider a continuous improvement approach for inventory development.
- The inventory is a living dataset that is continually improved over time with new and better information including when LSLs are replaced.
- Interviews with experienced staff and plumbers can help focus the inventory effort and locate system records.
- Water systems should consider interviewing neighboring water systems about regional construction practices.
- Systems can use a variety of formats for the inventory; however, an electronic format is recommended over paper or PDF formats.
- Water systems should consider developing or modifying SOPs to document how they will collect service line information during normal operations and update their inventories.
- Inventory activities should be considered as something that can be worked into the day-to-day activities of the system rather than treated as an independent effort.
- EPA encourages water systems to partner with plumbers and other third parties to obtain information on service line materials.

Chapter 4: Historical Records Review

The Lead and Copper Rule Revisions (LCRR) specifies the types of historical records that water systems must review to develop their initial service line inventory. Sections 4.1 through 4.4 provide guidance on how the required types of historical records can be used and where to find them.

EPA recognizes that service line configuration and existing records may vary widely. For example, water systems will have different numbers of lead service lines (LSLs) and unknowns, varying ownership delineations, and access to historical records of varying accuracy. In addition, systems will have different avenues of information gathering and priorities that are tailored to their specific community.

Systems should document the records they reviewed as a best practice. Templates are available in an electronic form, "Inventory Methods" from EPA's template available at EPA's website, https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule or the hard copy form in Appendix A to document each type of record reviewed and when it was reviewed. Systems should also consider tracking and including the records used to identify the material of each portion of the service line (*e.g.*, plumbing code or water system record) in their inventory.

Water systems should continue to gather information on service line materials after they have been classified and assess the accuracy of historical records. As the Association of State Drinking Water Administrators (ASDWA) states in their white paper about using data science for inventory development (ASDWA, 2019), "the process of learning just how accurate (or otherwise) a system's records are is a powerfully informative piece of this data-driven approach." ASDWA points out that some types of records will be more accurate than others, given each community's unique historical development patterns. For example, more recent records resulting from confirmation during road construction may be more reliable than decades-old tap cards. EPA recommends evaluation of the accuracy of historical records and that, if a specific record source proves to be inaccurate, systems consider reclassifying service line materials that rely solely on that record source as "unknown" until additional information can be gathered.

Exhibit 4-1 lists required records systems must use to identify service line materials for the initial inventory under the LCRR (40 CFR §141.84(a)(3)). The last column of the exhibit includes how the records can be used to develop the initial inventory.

Exhibit 4-1: Requirements for Historical Records Review for Initial Inventory Development under the LCRR

Type of Historical Records	Regulatory Requirement (citation)	Primary Uses for Inventory Development (Including but not limited to)
Previous Materials Evaluation	Water systems must use the information on lead and galvanized iron or steel that it identified under 40 CFR § 141.42(d)[1] when conducting the inventory of service lines in its distribution system for the initial inventory (40 CFR §141.84(a)(3)).	• Reporting construction materials present in their distribution systems. • Identifying LSL material for subset of sites that were used for lead and copper tap monitoring.
Construction and Plumbing Codes and Records	Systems must review all construction and plumbing codes, permits, and existing records or other documentation which indicates the service line materials used to connect structures to the distribution system to identify service line materials for the initial inventory (40 CFR §141.84(a)(3)(i)).	• Identify when LSLs were allowed/specified or banned from use. • Identify service areas most likely to have LSLs by home/building construction date and service line size. • Review construction and plumbing permits for identification of service line (customer and/or system-owned) and plumbing materials.
Water System Records	Systems must review all water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures, to identify service line materials for the initial inventory (40 CFR §141.84(a)(3)(ii)).	• Identify service line material for system-owned and customer-owned sides.
Distribution System Inspections and Records	Systems must review all inspections and records of the distribution system that indicate material composition of the service connections that connect a structure to the distribution system to identify service line materials for the initial inventory (40 CFR §141.84(a)(3)(iii)).	• Identify service line material for system- and customer-owned portions. • Verify construction and water system records.

Type of Historical Records	Regulatory Requirement (citation)	Primary Uses for Inventory Development (Including but not limited to)
State Requirements	Systems must review any resource, information, or identification method provided or required by the state to assess service line materials, to identify service line materials for the initial inventory (40 CFR §141.84(a)(3)(iv)).	• Identify service line material for system- and customer-owned portions.

Note:

[1] Under 40 CFR §141.42, water systems were required to identify and report to their state if certain construction materials were present in their distribution system in the early 1980s (USEPA, 1980). Under the 1991 Lead and Copper Rule (USEPA, 1991a), water systems were required to use this evaluation to identify a pool of targeted sampling sites that meet the tiering criteria for lead and copper tap monitoring and was sufficiently large enough to meet the required number of lead and copper tap samples.

4.1 Previous Materials Evaluation

Under 40 CFR §141.42(d), or special monitoring for corrosivity characteristics, water systems were required to identify if certain construction materials were present in their distribution system that included:

- Lead from piping, solder, caulking, interior lining of distribution mains, alloys, and home plumbing;
- Copper from piping and alloys, service lines, and home plumbing;
- Galvanized piping, service lines, and home plumbing;
- Ferrous piping materials such as cast iron and steel; and
- Asbestos cement pipe.

In addition, there may be additional state requirements for the identification and reporting of other materials. EPA requires systems to use the information they identified on lead and galvanized iron or steel under 40 CFR §141.42(d) when preparing their initial inventory.

In addition to the previous materials evaluation described above, other previous material evaluations can be useful in developing the inventory. Under the 1991 Lead and Copper Rule (LCR) (USEPA, 1991a), water systems were required to complete a materials evaluation of their distribution systems to identify a pool of targeted sampling sites that met the sample site requirements and was sufficiently large to meet the required number of lead and copper tap samples (40 CFR §141.86(a) of the LCR). The LCR also required in 40 CFR §141.86(b) that water systems review:

- Information collected under the pre-LCR materials evaluation under 40 CFR §141.42(d);

- All plumbing codes, permits, and records in the files of the building department(s) that document the plumbing materials installed within publicly- and privately-owned structures connected to the distribution system;
- All inspections and records of the distribution system that indicate the material composition of the service connections that connect a structure to the distribution system; and
- All existing water quality information that includes the results of all prior analyses of the system or individual structures connected to the system, indicating locations that may be particularly susceptible to high lead or copper concentrations.

Also under the LCR, systems subject to lead service line replacement (LSLR) requirements[13] were required to identify the initial number of LSLs in their distribution system, including the portion(s) owned by the system, based on the prior materials evaluations (40 CFR §141.84(b)).

In addition to previous materials evaluations described above, EPA recognizes that systems may have previously reviewed historical records proactively for asset management, pre-LCRR inventory efforts, and LSLR activities. It is important to note that records already reviewed for service line material information need not be reviewed again. EPA recommends that water systems document previous reviews as part of their initial inventory effort, including the date and scope of the reviews.

4.2 Construction and Plumbing Codes and Records

Systems must review all construction and plumbing codes, permits, and existing records or other documentation that indicate the service line materials used to connect structures to the distribution system (40 CFR §141.84(a)(3)(i)). Each of these record types is described below.

Construction and Plumbing Codes

Municipal construction codes (also known as "building codes") and plumbing codes may indicate when the use of lead or lead-containing pipes for potable use applications were prohibited by the code. This information, combined with distribution system and building records, can identify structures that were built after lead bans became effective and would not have LSLs.

The 1986 Safe Drinking Water Act (SDWA) amendments prohibited the use of pipe, solder, and flux that were not "lead free" as defined in 1986 in new installations and repairs[14] and directed

[13] Refer to footnote 3.

[14] In 1986, Congress amended the Safe Drinking Water Act (SDWA) to prohibit the use of pipes, solder, or flux that were not "lead free" in the installation or repair of public water systems or plumbing in residential and non-residential facilities providing water for human consumption. At the time, "lead free" was defined as solder and flux with no more than 0.2 percent lead and pipes with no more than 8 percent. This is often referred to as the 1986 SDWA lead ban.

states, as a condition of receiving grants for the Public Water System Supervision program, to enforce the provision effective 24 months after June 19, 1986, through state or local plumbing codes or other means (42 U.S. Code §300g-6(b)). Some states adopted their own laws before the federal requirement. Thus, water systems should check with their state to determine the appropriate date. See Appendix D for a summary of lead ban provisions by state (USEPA, 1991b).

In addition to information on when LSLs were allowed and banned, municipal construction and plumbing codes can also indicate a maximum diameter of LSLs. Most LSLs are ***2 inches or less*** in diameter and serve primarily single-family homes or small multi-family residences. Larger apartment complexes and commercial and industrial building are typically served by larger diameter service lines. There have been very few cases of installed LSLs as large as 3 inches (LSLR Collaborative, 2021). The service line material verification requirements in Michigan exclude service lines that are 4 inches or more in diameter (Michigan EGLE, 2018).

Most Lead Service Lines are Old!

LSLs were primarily installed from the late 1800s to the 1940s (Hensley et al., 2021). Some communities, however, continued to install them through the 1980s until they were banned at the federal level.

Systems should also review any local ordinances relevant to LSLs. For example, systems may be aware of an ordinance which prohibits reburial of exposed lead pipe in their community. Water systems could compare the ordinance effective date with records of construction projects subject to the ordinance requirements to determine if service line material can be inferred.

Possible locations for construction and plumbing codes include (Liggett, 2021; LSLR Collaborative, 2021):

- Municipal building permit/code enforcement department
- Agency overseeing state plumbing code
- Local governing body (*e.g.*, city or town council)

Other possible locations include city archives, which are often in city public libraries. Additionally, online databases have many historical city codes and reports available online.

States and municipalities often adopt into state or local law national or international building or plumbing codes written by trade organizations. The codes may be adopted into law as written or, they may be modified. In addition to checking with the state on the date they enforced the 1986 lead ban as recommended above, systems may also check with their state or local government for any additional requirements related to adoption of codes. Exhibit 4-2 provides examples of municipal code language and its meaning from Hensley et al., 2021.

Exhibit 4-2: Illustrative excerpts from municipal codes, specifying that lead was allowed or required as pipe material for service lines

TABLE 1 Illustrative excerpts from municipal codes, specifying that lead was allowed or required as pipe material for service lines (Miguel Del Toral, personal communication, July 2018)

Municipal code language	What the code language meant
Water Service...Sec. 23. All water pipes laid underground whether outside or inside the building and of a diameter less than 2 inch. shall be "extra strong" lead pipe	The entire service line was required to be made of lead
Pipe Material. Sec. 17. All service pipe, from the point of union with the main to the service stop inside of curb line shall be of lead, known and designated as "Extra Strong," weighing as follows per lineal foot:	Lead pipe was only required between the water main and the property line
Sec. 14. Pipe, Kind Used, Water Commissioner to Purchase.–Either lead, galvanized or enameled iron service pipes may be used at the option of the applicant. All lead and iron pipes must have sufficient strength to sustain a pressure of not less than 200 pounds to the square inch, and at the point of connection with the street main between the corporation cock and the coupling in the iron service pipe there must be at least 18 inch. of lead pipe to retain rigidity of the iron pipe	The service line could be lead pipe, galvanized iron pipe, or enameled iron pipe. However, a short lead pipe at least 18 inch. long (commonly called a 'lead gooseneck') was required at the connection with the water main
Section 995. Water Connections for Buildings: All pipes leaving the curb cock and used for connecting buildings with the City water system, shall be laid under ground, and at least 18 inch. below the established grade, and shall be of lead or galvanized wrought iron or steel	Lead was not required but was one of the types of pipes allowed
Section 660 A. Materials of Water Pipe and Fittings. All water service and distribution pipes shall be of lead, galvanized wrought iron, galvanized steel, brass, copper, or cast iron with brass, copper, galvanized iron or galvanized or malleable iron fittings	Lead was not required but was one of the types of pipes allowed

Source: Hensley et al., 2021.

Permits

Water system, local government, or local plumbing codes may require plumbers to obtain permits to install or replace service lines. These permits should include the location and the date of installation or replacement and may include information on service line materials. In addition, there may be an inspection record that accompanies the permit.

If permits do not specify service line material, systems may be able to cross-reference the permit with construction practices at the time of replacement. Systems may be able to find these permits at their municipal building department, code enforcement department, or municipal water system (LSLR Collaborative, 2021).

Other relevant permits may include those for general renovation or other plumbing-related building activities. Many jurisdictions require permits and inspections when plumbing is modified for remodeling for renovations or additions.

Other Existing Records and Documentation

In addition to construction and plumbing codes and permits, other records may exist that indicate the service line materials used to connect structures to the distribution system. For example, municipal tax records typically contain the date of building construction, which when cross-

referenced with construction practice information from other sources, could help identify service line materials. Also, the date of building construction can be compared to water main installation records. A newer tap installation date for an older home could mean the service line was partially replaced on the system side. The reverse could also be true – a newer building construction date compared to tap installation date could indicate a partial service line replacement on the customer side. These records may be found at the municipal tax assessor's office or the centralized municipal government geographic information system (GIS) office (LSLR Collaborative, 2021).

Community planning documents and maps may also contain information on the date of construction, which can be useful to identify potential locations of LSLs. These documents may be found at municipal planning departments, regional planning agencies, the public library, or the local historical society (LSLR Collaborative, 2021). Property appraisal records might include the year a structure was built and when it was modified. County or city council meeting minutes may also contain additional relevant records.

4.3 Water System Records

Water system records are a key source of information and are one of the many sources that systems must review to identify service line materials and develop the initial inventory. Systems can use any relevant water system records they may have to develop their inventory, but at minimum must review the water system records listed in 40 CFR §141.84(a)(3)(ii).

Exhibit 4-3 lists the type of water system record that must be reviewed, what the record may contain, and the possible formats of the records. Other possible water system records that could be used to develop the initial inventory include historical water system standard operation procedures (SOPs), water main replacement records, water loss studies, and annual reports. Additional discussion of a key type of record, service line installation records or "tap cards", follows the exhibit.

> *Note when reviewing historical SOPs, systems should review past procedures for connecting a new building and if they allowed connection to an old service line. If allowed, this could indicate that some newer construction could be potentially connected to an LSL.*

Exhibit 4-3: Water System Record Examples and Uses

Type of Water System Record Required under the LCRR[1]	Relative information	Possible Formats
Distribution system map and drawings	Date of construction of different parts of the distribution system may help inform when and where LSLs were used.	Hard copy maps, digital maps, or web-based map applications
Historical records on each service connection	Detailed information on service line material, location, and size.	Ledgers, cards (*e.g.*, tap cards or drill records), or databases
Meter installation records	May contain the service line material. Meter size and/or type can indicate service line size or building usage.	Water system files and records
Historical capital improvement or master plans	Historical installation patterns may help inform when LSLs were used.	Archived report or electronic document
Standard operating procedures	Allowable materials for construction of service lines and for service line repairs.	Specifications and standards used by the water system

Notes:

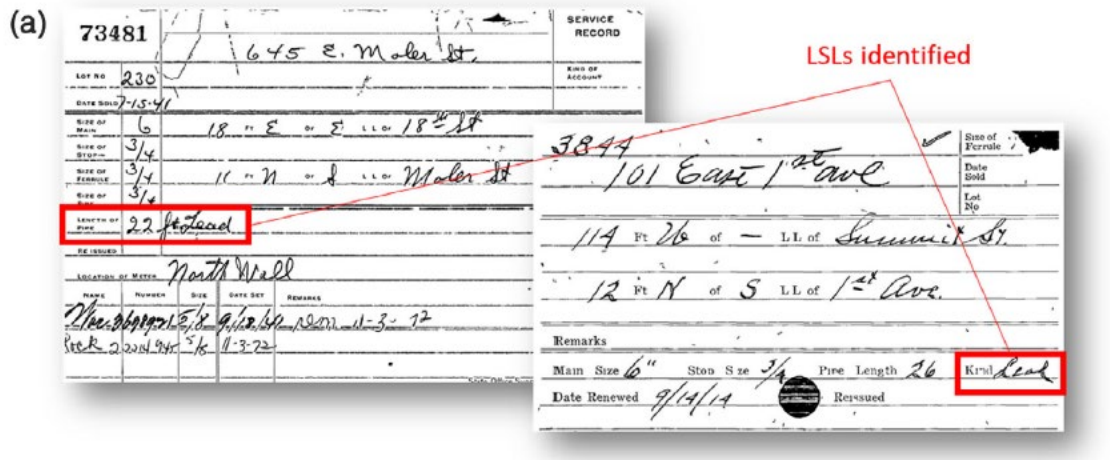
[1]Each type of water system record must be reviewed to develop the initial inventory (40 CFR §141.84(a)(3)).

Historical records on service connection installation may be in the form of ***tap cards*** (also called ***drill records***), which are recorded when a service line is tapped into the water main and connected to an individual home or building. They are often handwritten index cards that contain the installation date, pipe diameter, and pipe material. Exhibit 4-4 provides examples of tap cards specifying lead pipe material. The LSLR Collaborative (LSLR Collaborative, 2021) recommends digitally categorizing tap cards as one of the first steps in building an inventory.

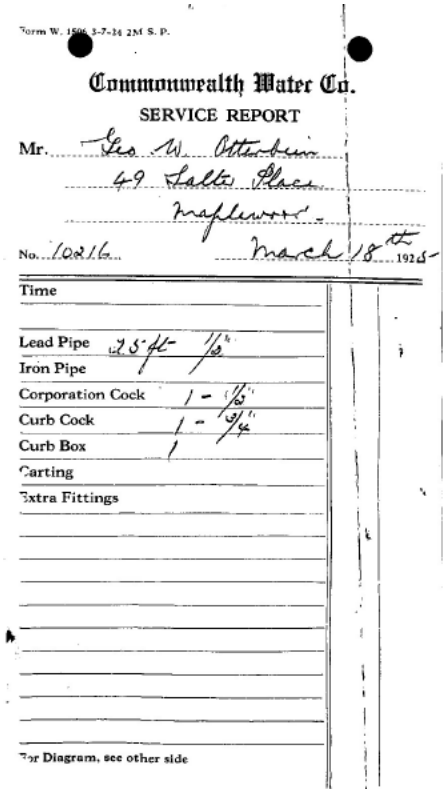
Example: Scanning tap cards as a starting point

In 2017, the Pittsburgh Water and Sewer Authority (PWSA) scanned almost 130,000 paper service record folders and 3,000 microfiche records and created an initial database with the results. PWSA found that many of these records, however, were inaccurate because of maintenance conducted since they were initially installed (Duffy and Pickering, 2021). See Appendix B for the PWSA case study.

Exhibit 4-4: Examples of Tap Cards with Lead Listed as Service Line Material



Source: Hensley et al., 2021



Source: Bukhari et al., 2020, Figure 3-1 from American Water, 2019.

Bukhari et al. (2020) notes that "using tap cards alone can be challenging since information can be inconsistent, unreliable, or altogether absent. For example, there may be situations where a line was repaired or replaced, but the location-specific tap card was never updated." Moreover, tap cards may only contain information on the system-owned portion of the service line (Duffy and Pickering, 2021). It is important to supplement tap card information with service line replacement or repair data; water main installation, rehabilitation, or replacement records; meter installation records; and other field data and investigations.

Example: Meter Installation as an Information Source

The City of Evanston, Illinois, replaced approximately one-third of their meters in 2018. They documented the service material type and inputted the information into their computerized maintenance management system (CMMS) (AWWA, 2021).

4.4 Inspections and Records of the Distribution System

Historical records of inspections might indicate service line materials. Sources of information include responses to customer complaints, inspections to locate leaks, or inspections to investigate meter issues. Cross connection inspections may also provide information on service line material. Systems may store this information electronically, for example, using a computerized maintenance management system (CMMS) (Liggett, 2021).

Water systems have opportunities to directly view the service line materials during a variety of maintenance activities. See Section 3.4 for recommendations for collecting service line material information during normal operations.

Key Points to Remember

LCRR Requirements

- Water systems must use any information on lead and galvanized iron or steel that it has identified pursuant to 40 CFR §141.42(d); review the records explicitly identified in the LCRR; as well as use any additional resource, information, or identification method required by the state to develop the initial inventory (§141.84(a)(3)).

Recommendations (Not Required under the LCRR)

- Water systems should document the records they reviewed as a best practice and include the source of material classification in their inventory.
- Water systems should continue to gather information on service line materials after they have been classified and assess the accuracy of historical records.
- If systems find certain historical records to be unreliable, they should consider reclassifying service line materials that rely solely on those records as "unknown" until additional information can be gathered.
- Water systems should incorporate previous reviews (as required by the LCRR and other reviews done to comply with LCR or other proactive activities) into their initial inventory and document the date and scope of the reviews. Records already reviewed for service line material information do not need to be reviewed again.
- Tap cards are often handwritten index cards that contain the installation date, pipe diameter, and pipe material. The LSLR Collaborative recommends digitizing tap cards as one of the first steps in building an inventory.

Chapter 5: Service Line Investigation Methods

This chapter provides a description of the service line investigation methods that water systems have used to verify historical records and gather information when service line material is unknown. These methods are not required under the Lead and Copper Rule Revisions (LCRR), but rather provide examples for systems to consider. The methods included here are:

- Visual inspection of service line material (Section 5.1)
- Water quality sampling (Section 5.2)
- Excavation (Section 5.3)
- Predictive modeling (Section 5.5)
- Emerging methods (Section 5.6)

Section 5.4 provides a comparison of methods from the literature.

Some of these methods require state approval before use for service line classification, such as water quality sampling, predictive modeling, and emerging methods. Water systems should consider the method(s) that are best suited to their particular distribution system and community, considering state approval, cost, labor skill requirements, disruption to consumers, overall time, and accuracy. Water systems should be aware of identification methods provided or required by their state under the LCRR (40 CFR §141.84(a)(3)(iv)). If a water system chooses an investigation method not specified by the state under 40 CFR §141.84(a)(3)(iv), state approval is required (40 CFR §141.84(a)(3)). States may want to consider identifying approved methods that can be used by any system in their state to classify service lines. States could approve different methods for classifying lead, galvanized requiring replacement (GRR), and non-lead. This chapter provides states with information they can use to make their approval decisions. Note that service line investigation methods are evolving; states may wish to revisit approval decisions in the future based on new research or other information.

As noted previously in this guidance, EPA recommends that systems consider including the sources of the material classification (*e.g.*, excavation or visual inspection by customer) in their inventory. In some cases, systems may replace lead service lines (LSLs) when they find them in the field during investigations. EPA recommends systems document where there was an LSL, as recording lead service line replacement (LSLR) activities may be useful for systems to track and demonstrate the LSLR rate achieved.

5.1 Visual Inspection of Service Line Material

The material composition of a service line can be identified through visual inspection. Exhibit 5-1 provides a comparison of common service line materials:

- Plastic is a smooth pipe of various colors (*e.g.*, white, blue, black, and green).

- Lead is a soft metal that is a dull, silver-gray color. It is easily scratched with a coin or key, and the scratched areas will be shiny. It is non-magnetic, meaning a magnet will not stick to it. Lead pipe is commonly attached to other pipe with a “wiped” joint.
- Copper is the color of a penny.
- Galvanized is a dull, silver-gray color that is difficult to scratch. It is magnetic, meaning a magnet will stick to it.

Exhibit 5-1: Examples of Commonly Found Pipe Materials



Source: https://www.epa.gov/ground-water-and-drinking-water/protect-your-tap-quick-check-lead-0.

Lead can also be distinguished from other materials by a “wiped” joint, which is a rounded ball of lead that connects the lead pipe to other materials. See Exhibit 5-2 for a picture of a wipe joint on an LSL.

Exhibit 5-2: Example of Wiped Lead Joint



Source: https://www.skokie.org/766/Lead-Water-Line-Information

The remainder of this section describes service line materials identification approaches through visual inspection without excavation. See Section 5.3 for a description of excavation techniques.

5.1.1 Visual Inspection of Service Line by Customers

Many utilities have enlisted the public's help to identify the material of the customer-owned portion of the service line. The service line may be visible where it comes into the building, such as in the basement where it connects to the water meter and/or premise plumbing. Exhibit 5-3 shows the possible location of the visible portion of the line connected to the water meter. Note that incoming service lines may have different configurations, which can make it difficult for customers to locate the service line entering the home. DC Water has created a video to assist customers, advising them to locate the meter pit in the yard to estimate where the service line enters the building.[15] Systems may wish to provide guidance on typical configurations to assist customers in finding their water service lines.

[15] https://www.dcwater.com/do-you-have-lead-pipes-let-us-help-you-find-out.

Exhibit 5-3: Example of Location of Exposed Service Line in Basement



Source: Philadelphia Water System. https://water.phila.gov/pool/files/how-to-check-your-service-line-for-lead.pdf. Accessed December 20, 2021. Right edge of image represents basement wall in contact with soil.

After locating the service line, the customer can visually inspect the pipe. A common approach to determine pipe material is a ***scratch and magnet test***. If the pipe is a silver metallic color, the customer can carefully scratch the pipe with a key or coin. It is important to not use a sharp object that could puncture the pipe. If the pipe is soft, scratches easily, and reveals a shiny silver color, the pipe is likely lead. The customer can use a magnet to confirm the material since magnets will only react to steel and will not stick to lead (Hensley et al., 2021). Customers can also look for a wiped joint as shown in Exhibit 5-2 that can be an indicator of an LSL. Systems may want to suggest that customers wear gloves when performing a scratch test and cleaning up debris.

In addition to the scratch and magnet test, lead paint test kits can be used to test the pipe for lead (Hensley et al., 2021; LSLR Collaborative, 2021). Surface swab kits approved by EPA for lead paint will change color after coming in contact with a lead surface. A list of approved test kits are available on EPA's website (https://www.epa.gov/lead/lead-test-kits). Care should be taken in interpreting results because the kits can react to lead paint if the pipe is painted.

EPA developed the online step-by-step guide "Protect Your Tap: A Quick Check for Lead" [16] to help people identify LSLs in their homes. It also provides tips on actions to reduce lead exposure in drinking water, information on certified laboratories for water testing, and other resources. The guide is for everyone, and EPA has provided Protect Your Tap outreach toolkits for community groups, government and health organizations, and water utilities. The guide is also available in Spanish. To access this information and the online guide, refer to EPA's website at https://www.epa.gov/ground-water-and-drinking-water/protect-your-tap-quick-check-lead.



Examples of instructions for identifying service line materials prepared by the Philadelphia Water Department; Rockford, Illinois; and Newark, New Jersey, are provided in Appendix C. The independent, non-profit media organization National Public Radio (NPR) has also developed an interactive tool available on their website[17] that instructs customers on how to determine if their service line is lead. Other innovative examples of systems that enlist the customer to self-identify their portion of the service line include:

- **Greater Cincinnati Water Works (GCWW), Ohio,** provides instructions for the scratch test on their website[18], along with a fillable form asking for name, email, return phone number, and property address. Customers can select copper, lead, or other from a dropdown menu to specify their service line material. The website asks users to "please upload a picture of your meter setting that we can use to help identify the pipe material."
- **The City of Grand Rapids, Michigan,** has used free video conferencing software to guide homeowners through the verification process. This approach worked especially well during the COVID pandemic, when customers were reluctant to let others into their homes and could be replicated for harder-to-reach customers who are more comfortable with a video call than letting system personnel enter their homes (USEPA, 2021e).
- **Madison, Wisconsin,** distributed customer surveys to residents in 2000, asking them to perform scratch tests on their exposed portion of service lines in their homes (Bukhari et al., 2020). During that time, the City of Madison held meetings to teach customers how to perform scratch tests. Madison Water Utility still provides instructions on how to

[16] https://www.epa.gov/ground-water-and-drinking-water/protect-your-tap-quick-check-lead#:~:text=Protect%20Your%20Tap%20Outreach%20Toolkits%20%20%20,Article%20%28Utilities%29%20%28docx%29%20%206%20more%20rows%20. Accessed December 17, 2021.
[17] https://apps.npr.org/find-lead-pipes-in-your-home/. Accessed December 15, 2021.
[18] https://la.mygcww.org/do-i-have-a-lead-service-line/. Accessed December 8, 2021.

perform scratch tests on their website[19], along with a number and email to contact if an LSL is discovered.

Water systems can also use community surveys to enlist residences to self-identify service line material (see above for Madison, Wisconsin). Outreach and education can improve the quality of the survey results (Hensley et al., 2021). Systems can also offer financial assistance for customer-side LSLR as an incentive to inspect their service line. The Association of State Drinking Water Administrators (ASDWA) (2022) recommends that systems consider providing incentives for service line identification such as credits on water bills or gift cards.

EPA recommends that systems ask customers to ***submit a photograph*** of their service line entering the home to the utility to increase confidence in the customer's response and additional visual verification by the water system. Hensley et al. (2021) notes that even with outreach and education, service line material information from residents may be inaccurate and a water system's confidence could be increased with an additional verification step (such as reviewing a customer-submitted photograph of the service line) by the water system staff, a licensed plumber, or other trained personnel. Note that the system's data management structure may need to be revised in order to accept and organize uploaded photos. Partnerships with plumbers and other third parties, such as building inspectors, can facilitate visual inspection and service material identification (see Section 3.5 for recommendations on establishing partnerships).

Note that some water systems elicit customer assistance by requesting access to the customer's home for verification rather than asking the customer to perform visual inspection themselves. For example, the City of Menasha Utilities Electric & Water in Wisconsin sends postcards to residents where the customer-owned portion of the service line material has not been verified. The postcard includes water system contact information to schedule a free service line material inspection by the water system. Those accepting the system's offer receive follow-up information on what the customer can expect during the inspection process, and reminders (see Appendix C for a copy of the postcard and water service inspection information). Inspection by the system or other trained personnel, or asking the customer to submit a photo along with their identification, can increase the degree of confidence the system has in the service line's material classification. Water systems could also determine if existing ordinances already give them access rights to the inside of the home for inspections and/or maintenance, including inspection of the service line material.

[19] https://www.cityofmadison.com/water/water-quality/lead-service-replacement-program/lead-in-water-what-you-should-know. Accessed December 20, 2021.

5.1.2 CCTV Inspection by the Water System

This section describes visual inspection using closed-circuit television (CCTV). Note that visual inspection by the water system during normal operations is discussed in Section 3.4.

CCTV has been used widely by the wastewater industry to inspect the interior of gravity sewer lines. Recently, probe or insertion style CCTV cameras have been used by water utilities to visually inspect service line material. CCTV inspections usually fall into one of two categories: 1) inspection of the interior of the service pipe of the service line or 2) inspection of the exterior (Bukhari et al., 2020).

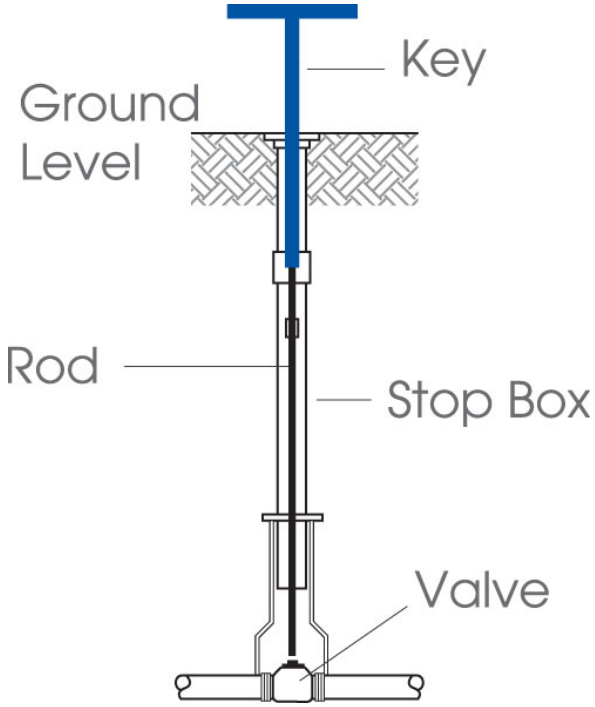
External CCTV Inspection

External inspections involve inserting the CCTV camera into the curb box to view the outside of the pipe on either side of the shutoff valve. As previously shown in Exhibit 2-2, a curb stop could be flanked with the system-owned portion and customer-owned portion on either side. Bukhari et al. (2020) notes the following about curb box configurations:

> "There are a variety of curb box styles on the market, but in cold climates, they usually consist of a telescoping pipe that extends vertically from the ground surface down to the shut-off valve, which is typically situated 3 to 5 feet below grade. In warmer climates, curb stop boxes may be larger plastic or fiberglass enclosures buried at shallower depths. The bottom of the curb box is frequently arched, so the service line passes through the arch without the valve box resting on the line itself."

Exhibit 5-4 shows an example schematic of a curb or stop box with a telescoping pipe from Des Moines Water Works.

Exhibit 5-4: Example Stop Box Schematic from Des Moines Water Works, Iowa



Source: Des Moines Water Works, IA (https://www.dmww.com/water_service/service_lines/index.php). Accessed December 20, 2021.

A small diameter CCTV camera can be inserted into the curb box to visually inspect the exterior of the service line connected at each side of the valve. A bulb-shaped "wiped joint" connection to the curb stop indicates an LSL. It is often necessary to first vacuum soil and debris out of the curb box before inspection (Bukhari et al., 2020). Exhibit 5-5 shows a picture of a lead pipe that was excavated and previously connected to a curb stop (LSLR Collaborative, 2021). Exhibit 5-6 shows example pictures from CCTV inspection in Pittsburgh, Pennsylvania, showing an LSL, a non-LSL, and a service line that is not identifiable. Water systems using this method should use it first on known LSLs and other service lines of known materials to determine the visual elements that allow them to differentiate among the pipe materials.

Exhibit 5-5: Lead Pipe at a Curb Stop



Source: LSLR Collaborative, 2021 from Philadelphia Water Department, PA

Exhibit 5-6: Examples CCTV Camera Pictures for LSL, non-LSL, and Unable to Determine



Source: Baribeau, 2021

In 2018, the Pittsburgh Water and Sewer Authority (PWSA), Pennsylvania, implemented a curb box inspection program and inspected approximately 45,000 locations. They found that there were no usable data for approximately 75 percent of the locations for the following reasons (Duffy and Pickering, 2021):

- Problems with locating the curb box,
- An inability to access the curb box because the box was damaged or misaligned,
- Degradation of the line, and/or
- Lack of clarity of the photograph.

Results were very accurate when an LSL was identified (PWSA confirmed 97 percent of LSLs identified through curb box inspections via excavation). However, lead was found at approximately 35 percent of locations where the curb box inspection indicated a non-LSL. Duffy and Pickering (2021) explain that, in some locations, this happened because the curb box and a

small portion of the service line were replaced but the remainder of the service line was still lead (see PWSA case study in Appendix B for more information). For these reasons, PWSA no longer uses curb box inspections "to verify the presence of non-lead" (Bolenbaugh, 2022, personal communication). EPA recommends that water systems using this method consider conducting a pilot study at a subset of sites to determine its accuracy, possibly supplementing determinations of non-LSLs with additional evidence prior to expanding its use to the entire distribution system.

Internal CCTV Inspection

Some water systems have used high-resolution cameras equipped with a flexible, fiber optic scope and a light source to inspect the service line material from inside the pipe (Bukhari et al., 2020). Tucson Water, Arizona, and Green Bay, Wisconsin, used internal CCTV inspections after shutting off water service and disconnecting the water meter located inside the curb box. A benefit of this technology is that a greater length of the service line can be visually inspected. However, the drawbacks are that the method is ineffective when the line is coated with corrosion scale and the method itself can cause disturbance to the pipe (Bukhari et al., 2020; Hensley et al., 2021). Hensley et al. (2021) recommend measures be taken to reduce scale disturbances and lead release when using this method. For example, the LSLR Collaborative has guidance on alerting customers to potential disturbances of LSLs.[20] The LSLR Collaborative also has guidance on actions customers can take to reduce lead exposure after a replacement or disturbance.[21] Systems could also consider immediately replacing service lines identified as LSLs where possible.

5.2 Water Quality Sampling

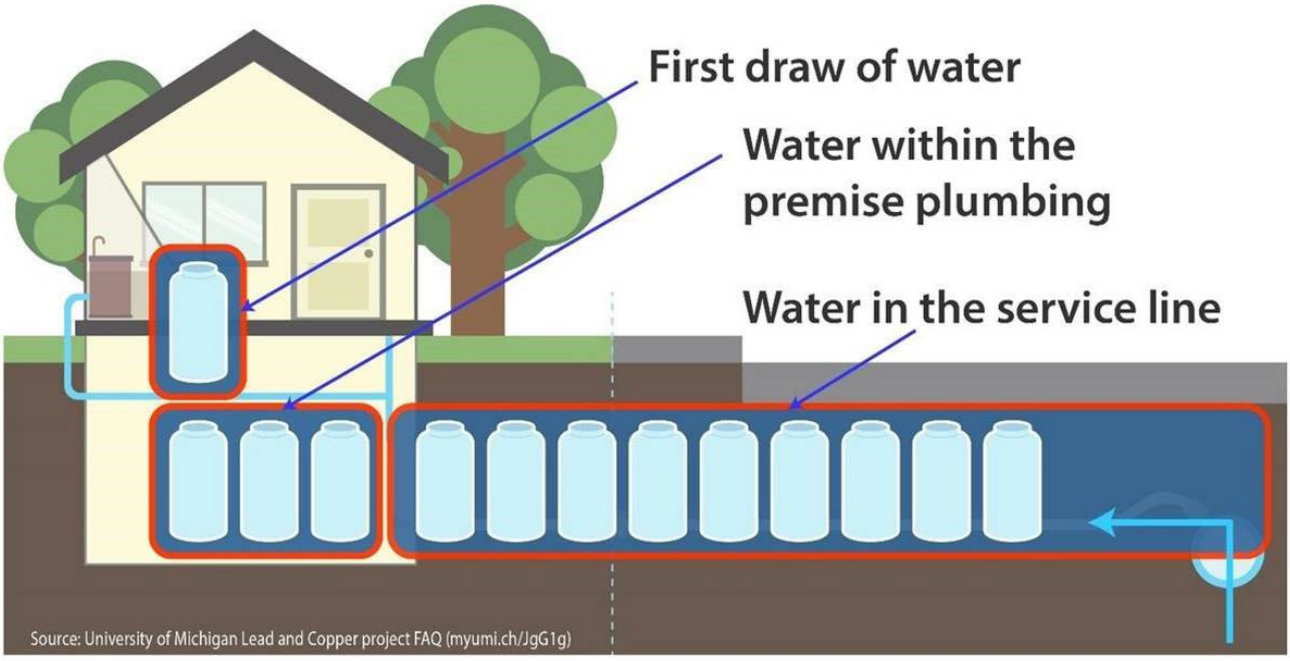
Water quality sampling protocols have been used by water systems to detect the presence of LSLs. Three sampling protocols are described in Hensley et al. (2021), each with varying degrees of cost, complexity, accuracy, and customer cooperation required:

- **Targeted service line sampling** involves flushing out the volume of water in the premise plumbing and collecting and analyzing a sample from the service line. The volume of water from the tap to the service line can be estimated based on pipe diameters and lengths. Cartier et al., 2012 (as cited in Hensley et al., 2021) found that based on typical premise plumbing volumes in Montreal, Quebec, a lead concentration threshold of 3 micrograms per liter (µg/L) in the second liter after 15 minutes of stagnation was indicative of an LSL.
- **Flushed sampling** involves collecting a sample from the customer's tap after a set flushing time. For example, flushing for five minutes could result in a sufficient difference in lead levels to distinguish LSL sites from non-LSL sites (Cartier et al., 2012; Deshommes et al., 2016). This method is simple and can be done as an initial screening.

[20] https://www.lslr-collaborative.org/disturbing-lead-service-lines.html.
[21] https://www.lslr-collaborative.org/techniques-to-control-lead-exposure-from-lsl-replacement.html.

- **Sequential sampling** uses series of consecutive samples (typically 500 mL to 1 L) collected from an interior tap after a stagnation period (typically 6 hours or more). The number of samples needed depends on the length and diameter of the plumbing from the tap through the length of the premise plumbing and service line, but it is commonly between 8 and 15 liters (Hensley et al., 2021). See Exhibit 5-7 for an example of sequential sampling. Although sequential sampling can be a sensitive tool for identifying LSLs, it is relatively invasive to the resident and more complex than other water quality sampling methods (Schock et al., 2021; Hensley et al., 2021).

Exhibit 5-7: Example of Sequential Sampling



Note: The number of bottles for each part of the plumbing system and service line is site-specific.

It is important to note that water quality sampling is a more appropriate screen for the presence of LSLs since low and non-detect lead levels may not reliably detect the absence of LSLs (Hensley et al., 2021). The key to using water quality sampling for identifying LSLs is establishing a ***community-specific threshold*** above an indicator for the possible presence of an LSL. Examples of water systems using water sampling protocols and thresholds to screen for LSLs include:

- **Denver Water** (Denver, CO), which uses pH adjustment for corrosion control, uses a subset of three samples to assess if a location has an LSL: a first draw, a second draw after a 30-second flush, and a third draw after another 30-second flush. If the average lead concentration is 5 µg/L or greater, they consider it an LSL (Denver Water, 2019, cited in Hensley et al., 2021).

- **DC Water** (Washington, DC), which uses orthophosphate for corrosion control, conducts sequential sampling and uses a screening value of 5 µg total lead mass in ten 1-liter sequential samples (Schmelling, 2019, cited in Hensley et al., 2021; Bukhari et al., 2020).
- **Three Canadian utilities** (Montreal, Quebec; Guelph, Ontario; and Ottawa, Ontario) use either targeted service line sampling or flushed sampling protocols and thresholds of 1 to 5 µg/L to screen for LSLs (Schock et al., 2021).

A study by Schock et al. (2021) investigated the reliability of using the flushed sampling protocol and the sequential sampling protocol at two communities with varying levels of corrosion control. They were able to establish community-specific threshold levels to identify LSL sites based on the maximum flushed sample lead concentration and the weighted average sequential profile lead concentration. The authors recommend a four-step sampling approach for identifying LSLs as follows:

(1) Establish baseline threshold lead concentrations for fully flushed and sequential samples from homes that have never had LSLs.

(2) Collect fully flushed and sequential samples from homes with LSLs.

(3) Collect fully flushed samples from homes with unknown service line materials suspected to be lead (*i.e.*, unknown, likely lead).

(4) Collect sequential samples from the same homes in step 3 if fully flushed samples do not clearly indicate the presence of an LSL.

Researchers found this combination of sampling to be robust in predicting the presence of LSLs under different corrosion control and household plumbing scenarios (Schock et al., 2021).

5.3 Excavation

If a service line is not accessible for visual inspection, the water system may need to excavate soil, and potentially remove portions of the road, sidewalk, or other obstacles to determine service line materials. Excavation methods require different levels of disturbance, time investment, and cost as well as coordination with the property owner. This section discusses two approaches: mechanical excavation and vacuum excavation, which are described in Sections 5.3.1 and 5.3.2, respectively.

5.3.1 Mechanical Excavation



Example of a Mechanical Excavation
Source: Duffy and Pickering, 2021

Mechanical excavation involves using a backhoe or other mechanical excavator to dig a "pothole" or test pit to expose the service line (Hensley et al. 2021). This is typically done at the curb box or shutoff valve. A full trench can also be dug, exposing the entire length of the service line. Digging a full trench can have a higher accuracy than methods that only expose sections of the service line because it typically exposes a longer length of the service line, up to 10 feet in some situations (Weaver, 2018). However, it is labor- and time-intensive, and it is more likely to result in disturbance or damage to the yard, service lines, and nearby infrastructure (Katerndahl & Bizal, 2003; Lewis et al., 2017 (as cited in Hensley et al., 2021)). Disturbances to LSLs can cause elevated lead levels in drinking water (Del Toral et al., 2013). If an LSL is found during trench excavation which unearths the entire service line, EPA recommends replacing it right away given the efficiency gained by conducting an LSLR under such circumstances. If an LSL or GRR is disturbed during the excavation, EPA recommends alerting the customer that such disturbance can potentially cause temporarily elevated lead levels in drinking water and providing them with information about how to reduce lead levels, such as flushing.

This risk may be mitigated by using a handheld shovel in combination with machinery for delicate work. Further, this method of identification can be costly for utilities and residents as some non-LSLs may be dug up and reburied and the site restored (*e.g.*, paving and landscape restoration). See the PWSA case study in Appendix B.

5.3.2 Vacuum Excavation



Example of Vacuum Excavation.
Source: Hensley et al., 2021

Vacuum excavation[22] involves using a water jet or compressed air to loosen soil, which is vacuumed up resulting in a small hole to access the service line. This method is faster, less intrusive, less likely to disrupt or damage the service line or other buried utilities, and cheaper than mechanical excavation (Abernethy et al., 2018; Feick, 2018; Kuhl, 2018; Oswald, 2018; Zahra, 2019, as cited in Hensley et al., 2021; Bukhari et al., 2020).

Excavation can be done at the curb box to access sections of the customer-owned and system-owned portions of the service line and might be within the water system's authority to conduct without customer approval, though EPA encourages prior notification to the resident. However, due to the size of the inspection hole, there is a risk of missing an LSL segment in a service line, such as when a service line is partially replaced (Kuhl, 2018, as cited in Hensley et al., 2019; Bukhari et al., 2020). This can be mitigated by conducting vacuum excavation at multiple points along the service line or by combining vacuum excavation with another identification method, such as visual inspection where the service line enters a building. If an LSL or GRR is disturbed during the excavation, EPA recommends alerting the customer that such disturbance can potentially cause temporarily elevated lead levels in drinking water and providing them with information about how to reduce lead levels, such as flushing.

5.4 Pros and Cons of Field Investigation Methods (Hensley et al., 2021)

Hensley et al. (2021) provides a comparison table of service line investigation methods that is shown as Exhibit 5-8 and includes visual observation, water quality sampling, and excavation methods. This table can be used by systems to help select service line identification methods that are best suited to their particular distribution system and community. Note that the first row is community records review, which are required under the LCRR.

[22] This technique is also referred to as "hydro-excavation" when water is used instead of air (Bukhari et al., 2020).

Rankings for each service line investigation method are based on cost, skill (labor and technical interpretation), disruption to the customer (water service interruption, property damage, and involvement), disturbance (service line and traffic flow), overall time, and accuracy.

Exhibit 5-8 was developed using feedback from three anonymous water utilities and is included as a guide. Experiences of other utilities may differ. Thus, the effectiveness of the approaches should be validated by the water system.

Exhibit 5-8: Comparison of Service Line Identification Techniques (Hensley et al., 2021)

	Utility cost			Disturbance		Impact on resident			Utility skills required		Overall	
LSL ID method	Financial	Onsite time	Pre-/ post-time	Service line	Traffic flow	Water service disruption	Property damage	Resident involvement (includes pre-/post-time)	Technical interpretation	Labor	Time	Accuracy
Community records review	L or M (if digitized)	NA	M to H (L if digitized)	None	None	None	None	None	L to M	None	M	L to H
Basic/visual observations (on private side)	L	L	L to M	None	None	None	None	L	L	L	L	M to H
Water quality sampling—flushed	L	L	M to H	None	None	None	None	L	M	L	M	L to M
Water quality sampling—sequential	M	L	M to H	None	None	M	None	M to H	M	L to M	M	L to H
Water quality sampling—targeted	L	L	M to H	None	None	M	None	M to H	M	L to M	M	M
Excavation—mechanical	H	H	M to H	H	M to H	H	H	L	L to M	H	H	H
Excavation—vacuum	M to H	L to M	M to H	M	L to M	M to H	M to H	L	M	M to H	M	M to H

Source: Table 2: Relative pros and cons of lead service line identification methods using a ranking system of H: high, M: medium, and L: low (Hensley et al., 2021).

Note: This table does not include CCTV investigations in the evaluation of the basic/visual observation method.

5.5 Predictive Modeling

Predictive models look for patterns in a dataset to develop rules or algorithms. Geostatistical models use attributes from known locations to make inferences about areas of unknown condition. Examples of model inputs may include water system or community data, such as the distribution of known materials, along with other factors, such as building age and location. These models are typically built using an initial dataset and can be continually "trained" or improved as more data are added (Muylwyk, 2020).

Geostatistical models have been used by water systems to estimate the probability that a service line is lead, prioritizing areas for service line investigations and expediting LSLR (Abernathy et al., 2018; Muylwyk, 2020; Bukhari et al., 2020; Hensley et al., 2021). These models can be enhanced by incorporating machine learning algorithms in which the model improves itself as new data are added. Information on sensitive subpopulations and socioeconomic factors can be added as layers to enhance planning and prioritization of LSLR (Muylwyk, 2020).

The literature provides successful examples of geostatistical and machine learning modeling in Flint, Michigan, and Denver, Colorado (Abernathy et al., 2018; Muylwyk 2020; Walker 2020). Detroit, Michigan, is also using these models to inform their service line investigation and LSLR programs.[23] A key factor in the success of predictive modeling is the use of representative data. Using a representative set of known data on service line material is important in maximizing accuracy and reliability and minimizing bias.

For more information and examples of how predictive modeling has been used in Flint, Michigan, and Denver, Colorado, systems and states can refer to the 2020 ASDWA webinar, "Predictive Tools for Lead Service Line Inventories" (ASDWA, 2020).

5.6 Emerging Methods

Service line material identification technology is the subject of ongoing research. A review of emerging methods is provided in Hensley et al. (2021) and Bukhari et al. (2020). A central theme of these techniques is identifying creative ways to isolate the service line material and location based on physical signatures of the pipe, largely by assessing how service line materials respond to stimuli such as electrical or wave energy and pairing that information with documented characteristics of potential service lines in the evaluation area. Many of these emerging methods apply the basic tenets of subsurface material identification from a different discipline. In many cases, general information about service line materials in the area is required to inform data collected in the field. For example, ground-penetrating radar (GPR) can accurately detect service line location and diameter; however, it lacks the ability to discern service line material. Local knowledge of lead pipe diameter versus diameters of other pipe materials allows GPR to

[23] Detroit will use predictive modeling to find its 80,000 lead service lines (detroitnews.com).

potentially function as a service line inventory technique by linking the detected diameter of the pipe with the corresponding service line material for that diameter (Deb et al., 1995; Bukhari et al., 2020). Other examples of emerging technologies include electrical resistance testing and stress wave propagation.

Application of these emerging technologies can be limited by signal interferences, caused by the presence of other pipe materials and subsurface environments, and the development of signal processing algorithms. Hensley et al. (2021) notes that emerging methods have "technical basis but limited research or field implementation to demonstrate their effectiveness."

Key Points to Remember

LCRR Requirements

- Water systems should be aware of identification methods provided or required by their state under the LCRR (40 CFR §141.84(a)(3)(iv)).

Recommendations (Not Required under the LCRR)

- Service line investigation methods can be used to verify historical records and gather information when service line material is unknown.
- Investigative methods include visual observation, water quality sampling, and excavation.
- Many systems have enlisted the public's help in visually identifying service line material where the service line enters the building.
- Water quality sampling has been used to identify the presence of LSLs. There are several approaches in the literature – including to establish a system-specific threshold above which may indicate the presence of an LSL.
- Some water systems have found water quality sampling and CCTV to be reliable in positively identifying LSLs but not in confirming the absence of LSLs.
- Mechanical and vacuum excavation can be used to visually inspect service line material. Mechanical inspection can be more accurate than vacuum excavation if it exposes a larger length of service line but is often more expensive and likely to disturb or damage service lines and nearby infrastructure.
- Predictive models have been used to estimate the probability that a service line is lead, prioritize areas for service line investigations, and to expedite LSLR.
- Water systems should select the method(s) that are best suited to their particular distribution system and community, considering cost, labor skill requirements, disruption to homeowners, overall time, and accuracy.

Chapter 6: Developing and Updating the Inventory

This chapter provides guidance on preparing the initial inventory under the Lead and Copper Rule Revisions (LCRR) and improving it over time. This section is organized as follows:

- Section 6.1 provides requirements and recommendations for developing the initial inventory.
- Section 6.2 provides recommendations for prioritizing service line investigations.
- Section 6.3 includes requirements and recommendations specific to systems with only non-lead service lines.
- Section 6.4 includes guidelines for submitting the initial inventory to the state.
- Section 6.5 presents requirements for notifying customer of known or potential lead sources in their service lines.
- Section 6.6 provides requirements and guidance for updating the inventory.
- Section 6.7 provides recommendations for state review of the initial inventory.

6.1 Developing the Initial Inventory

6.1.1 Required under the LCRR

Systems should review Chapters 1 through 4 for a complete listing of initial inventory requirements under the LCRR. Key requirements systems should keep in mind as they prepare an initial inventory include:

- The initial inventory must include all service lines regardless of ownership (40 CFR §141.84(a)(2)).
- The initial service line inventory must use historical records as described in Chapter 4 (40 CFR §141.84(a)(3)(i)-(iii)), information gathered during normal operations as described in Section 3.4, and any resource, information, or identification method provided by or required by the state (40 CFR §141.84(a)(3)(iv) and (a)(5)).
- Non-lead must be determined not to be lead or galvanized requiring replacement (GRR) through an evidence-based record, method, or technique (40 CFR §141.84(a)(4)(iii)).
- If the water system is unable to demonstrate that the galvanized service line was never downstream of a lead service line (LSL), it must presume there was an upstream LSL and classify it as GRR (40 CFR §141.84(a)(4)(ii)).

6.1.2 Recommendations (Not Required under the LCRR)

EPA recommends that systems create an initial inventory that is as thorough as possible. Doing so would minimize the number of unknowns and benefit water systems and customers by:

- Potentially reducing the number of field investigations conducted by water systems to identify unknowns.
- Providing service line material information more quickly to customers, thereby allowing them to take steps to minimize their lead exposure, including replacing their LSLs and GRR.
- Facilitating access to the current funding available for lead service line replacement (LSLR) activities, allowing for systems to demonstrate the need and scope of LSLR projects.

> *EPA recommends that systems track the sources of the material classification (e.g., specific historical record, visual inspection, records and inspection) in their inventory.*

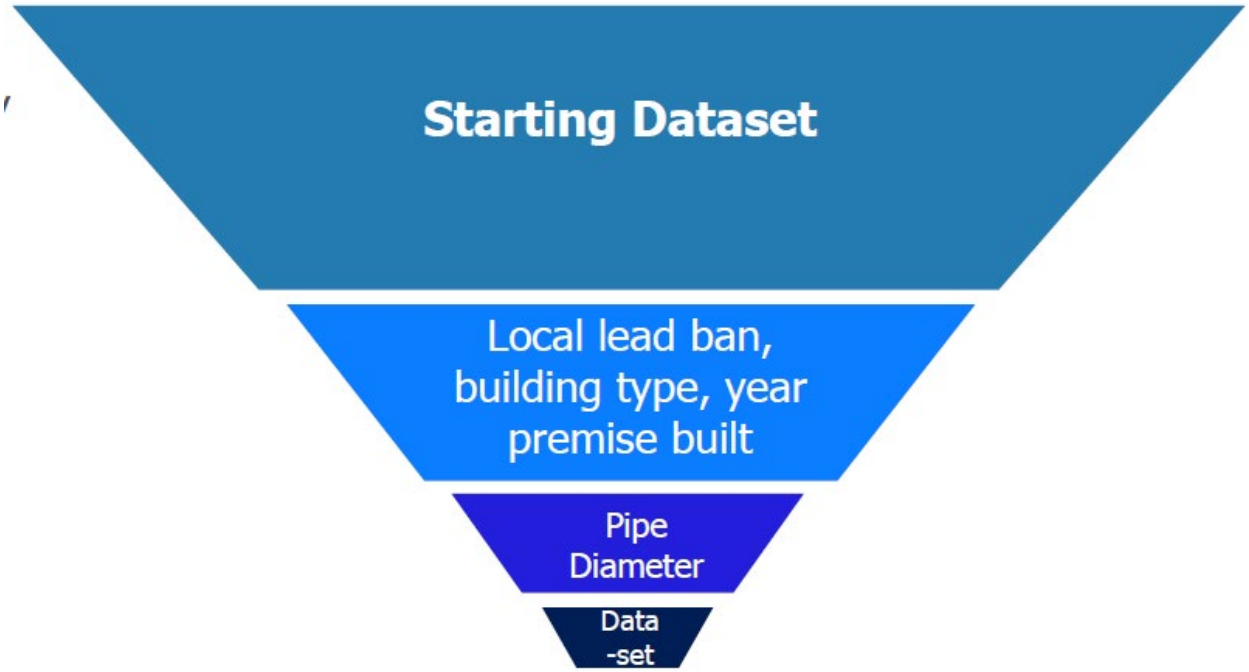
EPA recommends that systems check their inventory for completeness by comparing the total number of service lines to the number of service connections in their system. Additional recommendations for reviewing historical records, demonstrating that a galvanized pipe is not GRR, and conducting service line investigations are discussed below.

Approaches to Historical Records Review

When starting their review of historical records, systems may want to refer to an approach from the literature. Remember that no matter the approach, systems must review all historical records as listed in the LCRR and laid out in detail in Chapter 4. Example approaches include:

- **Initial Screening Process (Liggett et al., 2022):** Exhibit 6-1 shows a possible approach from Liggett (2021) to screen service lines using historical records. The starting dataset at the top of the diagram represents all service lines. Non-lead service lines can be screened out based on lead ban and construction records (*i.e.*, service lines constructed after the 1986 Safe Drinking Water Act lead ban became effective are unlikely to have an LSL). That dataset is then further reduced by screening out non-lead lines based on size, such as a maximum diameter of lead pipe that was manufactured or installed. The dataset in black represents the remaining number of service lines that could potentially be lead or GRR. See Chapter 4 for information and guidance on reviewing these types of historical records. EPA recommends that systems track pipe diameter and installation date in their inventories and document the municipal and plumbing codes and construction records used to make determinations under this approach.

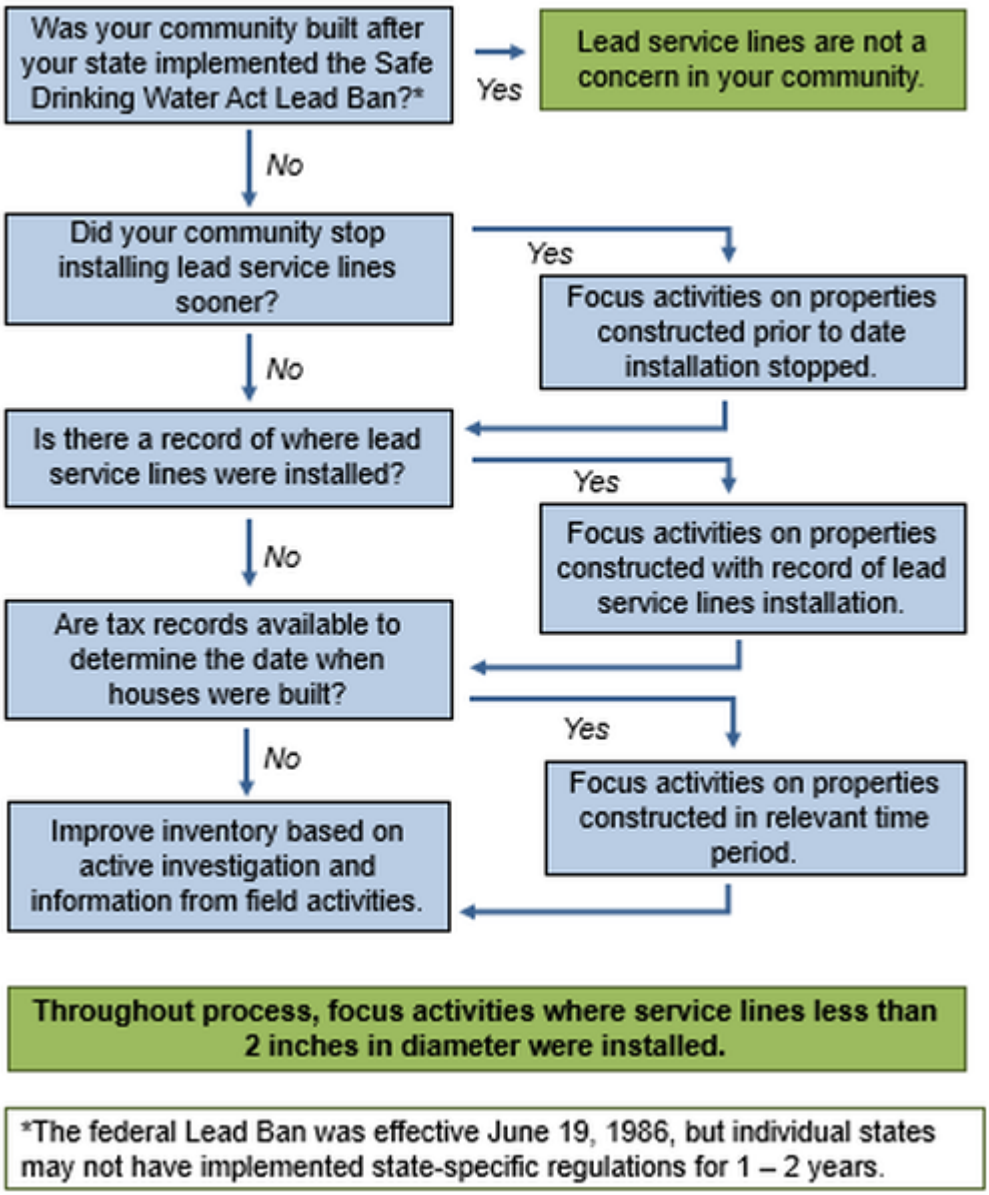
Exhibit 6-1: Service Material Screening Process Based on Records



Source: Liggett, 2021 (April 2021 webinar slides)

- **Asking Key Questions (LSLR Collaborative, 2022):** The Lead Service Line Replacement (LSLR) Collaborative provides a flowchart with key questions on their website titled, "Preparing an Inventory: Where Do We Start?" The flowchart is included here as Exhibit 6-2. It outlines key questions to ask when starting the process of preparing an initial inventory and points the reader to available sources. Liggett et al. (2022) notes that several of the water systems interviewed for case studies found this resource to be a beneficial starting point. Similar to the initial screening approach above, EPA recommends that systems document the municipal and plumbing codes and construction records used to make their determinations under this approach.

Exhibit 6-2: LSLR Collaborative Flow Chart



Source: LSLR Collaborative website: Preparing an Inventory: Where do we Start? - LSLR Collaborative (lslr-collaborative.org). Accessed April 25, 2022.

- **Weight-of-Evidence Approach:** DC Water uses a weight-of-evidence approach to evaluate multiple historical records and field information to classify service line materials (Schmelling, 2021). A weight-of-evidence approach involves compiling all data indicating an individual service line's material composition and assessing the system's confidence in each record and investigative technique in order to classify a service line's material for the inventory. Corroboration of historical records by another method makes a strong

case for any service line classification. However, some water systems have reported finding conflicting records. EPA recommends using a conservative approach whereby service lines with unresolved conflicts in records and field information are assigned as unknown (or lead, where one or more data sources indicate that lead is present) until they can be resolved.

Demonstrating a Galvanized Service Line is Non-lead

Under the initial inventory requirements of the LCRR, if a system can demonstrate with an evidence-based record that a galvanized service line was never downstream of an LSL, it may be considered non-lead for inventory classification. Some examples of evidence to support a demonstration that a service line is not a GRR could include:

- An original tap card from installation showing the material is not lead.
- The date lead was banned or not used. Service lines installed after that date would be non-lead.
- Construction practices showing uniform pipe material was installed (*e.g.*, galvanized steel was used for the entire service line).
- Any other record showing lead was not used at a particular site.

See Chapter 4 for information on historical records related to those described here.

Conducting Service Line Investigations

Although water systems are not required to conduct on-site investigation of service lines under the LCRR for the initial inventory, if on-site investigations are performed and documented, they would be a required source of information for the inventory because they would be a water system record and a record of an inspection. In addition, they can be useful for verifying existing records and reducing the number of unknowns. Water systems should review the information in Chapter 5 to assist in identifying appropriate additional investigation methods for their situation. The literature suggests that multiple records and investigation techniques can increase confidence in a service line's material classification (Abernethy et al., 2018; Feick, 2018; Kuhl, 2018; Oswald, 2018; Zahra, 2019, as cited in Hensley et al., 2021). Water systems should be aware of identification methods provided or required by their state under the LCRR (40 CFR §141.84(a)(3)(iv)). For example, see Appendix E for the State of Michigan's requirements. Remember that if a water system chooses an investigation method not specified by the state under 40 CFR §141.84(a)(3)(iv), state approval is required (40 CFR §141.84(a)(3)).

Section 6.2 identifies possible approaches that water systems could consider for prioritizing locations for on-site investigations. Note that the Association of State Drinking Water Administrators (ASDWA) recommends that systems develop their own specific process of

identifying unknowns and improving the inventory through service line investigations (ASDWA, 2022).

EPA expects initial inventories to have varying percentages of unknowns, depending on the condition of existing records and prior inventory development. EPA discourages systems from submitting inventories to states with all unknowns. EPA notes that as part of the LCRR initial inventory requirements, systems must identify and track service line materials as they are encountered during normal operations, such as when performing maintenance activities (40 CFR §141.84(a)(5)). EPA recommends that water systems also begin engaging customers and conducting proactive, on-site investigations before the compliance date.

Systems should continue to gather information on service line materials after service lines have been designated non-lead and assess the accuracy of records and investigative techniques in accordance with the continuous improvement framework recommended in Chapter 3. If water systems later find a certain information source to be unreliable, they should consider reclassifying service line materials that rely solely on that method as unknown until additional information is gathered. ***Remember, water systems must update their inventory as better information becomes available*** (40 CFR §141.84(a)(6)).

6.2 Prioritizing Field Investigations

EPA recommends that systems conduct on-site investigations to reduce the number of unknowns in the system as quickly as possible. The extent of proactive service line investigations should be based on the following:

- The completeness of historical records (*e.g.*, how many of the total service lines are included, and how much of the distribution service area is covered)
- Confidence in the accuracy of historical records (*e.g.*, based on cross-checking with other records and field investigations)
- The extent the system will already be in the field doing work, such as meter replacement and LSLR
- Previous service line investigations
- Number of unknowns

There are many ways to prioritize locations for service line investigations. Examples are described below and are not necessarily listed in order of importance. EPA recommends that systems consider using multiple prioritization criteria in planning for investigations.

Consider vulnerable or environmental justice populations when targeting areas for investigations. For example, a water system may want to consider prioritizing investigations at locations served by unknown service lines where children are present, such as schools or child care facilities. In some cases, smaller child care facilities operated out of single family residences

could be more likely to be served by an LSL based on the diameter of the service line. Water systems could consider prioritizing other factors as well, such as populations that have been disproportionately exposed to lead from all sources or face additional disparities that may make it more difficult to cope with the impacts of lead exposure. Systems could also consider income-based prioritization, conducting investigations at sites serving customers who qualify for reduced rates. Systems could also consider referencing requirements of external LSLR funding they have received. For example, if the customer eligibility for LSLR funding is based on income, water systems could consider prioritizing investigations of unknowns based on the same criteria to facilitate use of the LSLR funding.

Target areas with the most unknowns. Systems with many unknowns may want to consider targeting proactive investigations in areas where there are many unknowns to improve efficiency.

Prioritize investigations by the likelihood of finding LSLs. Prioritizing investigations of service lines that are unknown-likely lead and replacing them if found can lower costs and save time related to access agreements, traffic control, and field crew mobilization. This approach may also reduce the costs associated with false negatives (*i.e.*, digging up a suspected lead line and finding that it is non-lead). This prioritization approach can benefit from predictive modeling by indicating the probability that a service line is lead. EPA also recommends replacing lead and GRR service lines when found to expedite LSLR and improve public health.

Prioritize investigation in areas undergoing LSLR. Systems with existing LSLR programs could prioritize proactive investigations in areas undergoing LSLR projects to save time and cut costs related to access, traffic, and crew mobilization.

Use field investigations to verify historical records. Systems can use field investigations to verify the accuracy of historical records. One possible approach is as follows:

(1) Select a random set of addresses where service line material has been assigned based on historical records.

(2) Use one or more of the investigation methods described in Chapter 5 (*e.g.*, visual observation, excavation) to identify the service line material for the system- and customer-owned portions.

(3) Compare field results to historical records.

An example is the approach required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Michigan requires a minimum number of service line investigations with the goal of reaching a 95 percent confidence level in the accuracy of historical records. See Appendix E for minimum service line materials verification requirements in the state of Michigan.

6.3 Requirements and Recommendations for Systems with Only Non-Lead Service Lines

6.3.1 LCRR Requirements

Systems may be able to demonstrate through evidence-based records, methods, or techniques that ***all*** service lines in their system (both system- and customer-owned) are non-lead. Water systems with only non-lead service lines are subject to the following requirements under the LCRR:

- Develop an initial inventory that complies with the requirements to use and review certain information as described in 40 CFR §141.84(a)(3). Submit the initial inventory by ***October 16, 2024*** (40 CFR §141.90(e)(1), USEPA, 2021d). Remember that all systems, even those with initial inventories that identify all service connections as non-lead service lines, are required to create and submit their initial inventory to the state (40 CFR §141.80(a)(3)).
- Systems whose initial inventory contain only non-lead service lines may provide a written statement that the system has no LSLs or GRRs and a general description of methods used to make the determination to meet inventory public accessibility requirements of the LCRR (40 CFR §141.84(a)(9)).
- Include language in their annual Consumer Confidence Report (CCR) explaining how customers can access the inventory or provide a statement with the description of methods used to make the determination (40 CFR §141.153(d)(4)(xi)). Note that this requirement applies to community water systems (CWSs) only.
- Notify the state within 30 days and prepare an updated inventory on a schedule established by the state if the system subsequently finds an LSL or GRR service line (40 CFR §141.90(e)(3)(ii)).

6.3.2 Recommendations (Not Required under the LCRR)

Recommended Approaches and Documentation for Demonstrating all Service Lines are Non-Lead. Water systems can use different approaches to demonstrate that all service lines are non-lead. Some may be able to use municipal codes and construction dates to show that all service lines were constructed after lead was banned in the system (*i.e.*, the system never had LSLs). Others may be able to positively identify non-lead materials (*e.g.*, copper or PVC) for all service lines through historical records, field investigations, or both. Other water systems may be able to demonstrate that they have no LSLs or GRRs because they have replaced both the system- and customer-owned portions everywhere in the system. Water systems can use a combination of evidence-based records, methods, or techniques; for example, when a portion of their distribution system was constructed after the lead ban, and the remainder is verified as non-lead based on historical records and verification. Exhibit 6-3 recommended documentation for different types of systems with all non-lead service lines depending on their basis of determination.

Exhibit 6-3: Recommended Documentation for Systems with all Non-Lead Service Lines

Scenario	Basis of Determination[1]	Recommended Documentation[2]
Never had LSLs	Municipal codes and construction dates (*e.g.*, all service lines were installed after lead was banned)	• Relevant municipal code language and dates and references/web links to materials that are available online. • Dates when service lines were constructed, and a list of service line materials used instead of lead. • Confirmation that no LSLs have ever been found in the system.
	Detailed historical records on service line material, location, and size indicating that all service lines are a material other than lead (*e.g.*, copper or PVC)	• Description of historical records including format of the records and condition. • Specific standard operating procedures (SOPs) or policies regarding LSL installation. • Description of how the system verified the accuracy of historical records including the method(s) and number of verified service lines records compared to the total. • Confirmation that no LSLs have ever been found in the system.
	Field investigations	• Description of methods including how the system inspected the material of the system-owned and customer-owned portion, if applicable. • The number of service lines that were investigated using each method. • Confirmation that no LSLs have ever been found in the system.
Replaced all LSLs and GRR	Detailed historical records of non-lead lines and records showing when each LSL and GRR service line was replaced	• Description of historical records documenting non-lead service line material along with description of how the system verified the accuracy of non-lead records. • Specific SOPs or policies regarding LSL installation. • Detailed list of where and when each LSL and GRR was replaced.

Notes:

[1] Basis of determination for systems that have all non-lead service lines can be a combination of the information shown. Systems should include all relevant documentation for all their bases of determination.

[2] Should include records for both the system-owned and customer-owned portions where ownership is split.

Submitting the Initial Inventory to the State. Systems with all non-lead service lines must still submit an initial inventory to their state by October 16, 2024. The inventory should have all service lines categorized as non-lead or a non-lead subclassification (*e.g.*, copper or plastic) and zero service lines categorized as lead, GRR, or unknown. EPA developed an inventory template to support systems as they prepare and submit their inventory. The template materials are described in Section 3.3.1 with the electronic version available at EPA's website[24] as well as blank forms in Appendix A. EPA recommends that systems check with their primacy agency if they have specified a mechanism or format for their inventory submission. States may require additional information be submitted as well.

Discovery of LSLs or GRRs after submission of initial inventory with no LSLs, GRRs, or Unknowns. EPA recognizes that even when systems' inventory and LSLR efforts have progressed such that all service lines have been classified as non-lead, it is possible that an LSL or GRR may subsequently be found. Systems should work closely with their state if they discover an LSL, notifying the state as soon as possible (within 30 days as stated above in Section 6.3.1). The system must prepare an updated inventory in accordance with 40 CFR §141.84(a) on a schedule established by the state (40 CFR §141.84(a)(6)(i)). Although not required, EPA recommends systems strive to replace the LSL as soon as practicable as well as investigate the circumstances of LSLs (*e.g.*, when was it installed and who installed it).

EPA recommends that states consider whether the LSL discovery was an isolated event that is unlikely to occur again or a potential indicator of additional LSLs in the distribution system. If the state determines that the discovery of an LSL is an indicator of other potential LSLs in the system, EPA suggests that the state work with the water system to determine which service lines should be reclassified as unknown and develop a plan for field investigations.

6.4 Submitting the Initial Service Line Inventory

Systems must submit their initial inventory of service lines in accordance with 40 CFR §141.84(a) to their state by **October 16, 2024** (40 CFR §141.90(e)(1); USEPA, 2021d). The initial inventory must include the system- and customer-owned portions of all service lines in the system's distribution system (40 CFR §141.84(a)(2)) and each service line or portion of the service line must be classified as lead, GRR, non-lead, or lead status unknown (40 CFR §141.84(a)(4)).

The LCRR does not require a specific format for the inventory; however, states may have additional requirements or recommendations regarding inventory format. See Section 3.3 for a discussion of possible inventory formats. As noted in Section 3.3.1, EPA developed a multi-worksheet template to assist water systems and states in developing their service line inventory. An electronic version of the template is available at https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule, and blank forms for each template worksheet are

[24] https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule.

also provided in Appendix A. The template includes an "Inventory Methodology" worksheet to document the methods and resources used to develop the inventory. The "Inventory Summary" worksheet supports documenting service line ownership and reporting the total number of service lines by the four material classifications. These templates are presented as a possible tool; there is no requirement that a system or state use these templates.

6.5 Notification of Known or Potential Service Line Containing Lead

Water systems with LSL, GRR, or lead status unknown services lines must provide notification to people served by these lines within 30 days after completing the initial inventory. For new customers, the notice must be provided at the time of service initiation. The notification must be repeated annually until the entire service line is no longer a lead, GRR, or lead status unknown service line (40 CFR §141.85(e)). Delivery must by mail or another state-approved method (40 CFR §141.85(e)(4)).

All notifications must include the following:

(1) A statement that the service line material is lead, GRR, or lead status unknown

(2) Information on the health effects of lead. Details on required health effects language are available in 40 CFR §141.85(a)(1)(ii)[25]

(3) Steps to minimize exposure in drinking water

Additional content is required based on service line material classification as follows for:

- **Confirmed LSLs**, the notification must also include information about opportunities to replace the LSL, any available financing programs, and statement that the system must replace its portion if the property owners notify the system that they are replacing their portion.
- **GRR,** the notification must also include information about opportunities for service line replacement.
- **Lead status unknown**, the notification must also include a statement that the service line is unknown but may be lead and information about opportunities to verify the material of the service line.

Water systems serving communities with a large proportion of non-English speaking consumers, as determined by the state, must provide public education materials, including those in 40 CFR §141.85(e), in the appropriate language(s) regarding the importance of the notice or contain a telephone number or address where persons served may contact the water system to obtain a translated copy of the public education materials or to request assistance in the appropriate language. Water systems must demonstrate that they delivered the notification and provide a

copy of the notification and information materials to their states annually by July 1 for the previous calendar year (40 CFR §141.90(f)(4)).

Recommendations (Not Required under the LCRR)

While not required by the LCRR, EPA recommends that water systems develop notifications that are easy-to-use and understand for consumers and adhere to best practices that are most likely to prompt consumers to take action to protect their households from lead exposure.

- Water systems should use simple, plain language and short sentences that can be easily understood by the members of the public. Notices should avoid long paragraphs or legalistic language.
- Notices should be designed to convey the urgency of the information, differentiate the notice from other mail that a household receives, and draw consumers' attention to key information. For example, notices can use colored envelopes, large-sized envelopes, or text on the external envelope to make the notice stand out compared to other mail. Notices can also use bold design practices to draw consumers' attention to key information, including large, bold, underlined, or colored font, bullet points or numbered points, or boxes around key information.
- Notices should be action-oriented, emphasizing the key steps consumers can take and providing specific instruction on how to do so. Water systems should consult their local health department on resources that consumers can be directed to, including water filters and blood lead level testing.

6.6 Inventory Updates

EPA anticipates that water systems will improve and update their inventory over time, decreasing the number of unknowns and confirming service line material classifications. The LCRR includes requirements for systems to update their inventory based on all applicable sources described in 40 CFR §141.84(a)(3) and (5) and any LSLRs or service line material inspections that may have been conducted. As with the initial inventory, the water system may use other sources of information if approved by the state and must use other sources of information provided or required by the state. The LCRR also requires submission of the updated version of the inventory on the same schedule as a system's tap sampling monitoring, but no more frequently as annually (40 CFR 141.90(e)(3)); however, EPA may revise the inventory requirements under the Lead and Copper Rule Improvements (LCRI). Until any change in the regulation, systems must comply with the LCRR inventory requirements, including the update requirement.

As will be discussed in Chapter 7, EPA suggests that systems consider updating their publicly accessible inventory in real-time. Systems should also follow any state requirements for updates and submittals.

6.7 State Review and Reporting

6.7.1 State Review of the Initial Inventory

Required under the LCRR

State review of each water system's initial inventory for compliance with LCRR requirements:

- The inventory must include all service lines connected to the public water distribution system regardless of ownership status (40 CFR §141.84(a)(2)).
- The system must use and review the sources of information listed in 40 CFR §141.84(a)(3) and other sources of information if approved by the state. In addition, water systems must identify and track service line materials as encountered in the course of normal operations (40 CFR §141.84(a)(5)).
- Service lines, or portion of the service line where ownership is split, must be categorized as lead, GRR, non-lead, or lead status unknown (40 CFR §141.84(a)(4)).
- A publicly accessible inventory must include location identifiers for each lead and GRR service line (40 CFR §141.84(a)(8)(i)).
- Water systems with lead, GRR, or lead status unknown services lines in their inventory must inform all persons served by the water system at the service connection within 30 days of completion of the initial inventory and repeat the notification on an annual basis until the service connection is no longer a lead, GRR, or lead status unknown line (40 CFR §141.85(e)(1) and (2)). The notification must comply with the content requirement in 40 CFR §141.85(e)(3) and delivery requirements in 40 CFR §141.85(e)(4). In addition, water systems must demonstrate that they delivered the notification and provide a copy of the notification and information materials to their states annually by July 1 for the previous calendar year (40 CFR §141.90(f)(4)). Refer to Section 6.5 for additional detail.

Recommended (Not Required Under the LCRR)

EPA has developed a checklist for the initial inventory submittal with recommended considerations for states to use in their review. States can refer to a fillable copy of the state checklist in Appendix A or the electronic version in the EPA Inventory Template, available at EPA's website, https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule. The checklist has sections for reviewing timely submission, required elements, information sources, public accessibility, and customer notification of service line material.

The ASDWA State Implementation Framework (2022) provides additional recommendations for states to consider in their review of the initial inventory. They note that states may want water systems to submit the evidence used and attest to the non-lead areas of the distribution system.

States may also want to perform a cursory review of historical lead sampling data. Lead tap monitoring results could reinforce non-lead service line classifications or indicate that more documentation from the water system is needed (ASDWA, 2022).

For systems with all non-lead service lines, ASDWA's framework includes a suggestion for states to consider requiring verification from the water system that there is no lead and a description of the evidence the system used to make this determination. The state could consider tap monitoring results when evaluating the initial inventory for non-lead systems. ASDWA (2022) notes that "a state should feel more comfortable accepting a non-lead certification if there are no lead detections and the records show distribution installation after the state's effective date of the June 19, 1986, Lead Ban."

6.7.2 State Reporting Requirements

The LCRR requires that states report separately the number of lead, GRR, and lead status unknown service lines for each water system. EPA is potentially revising reporting requirements for inventory updates under the LCRI.

Key Points to Remember

LCRR Requirements

- All systems, including systems with all non-lead service lines, must create and submit their initial inventory of service lines to their state by **October 16, 2024** (40 CFR §141.90(e)(1), USEPA, 2021d). Water systems must begin tracking materials as they are encountered during normal operations before the rule compliance date (40 CFR §141.84(a)(5)).
- Non-lead service lines must be determined through an evidence-based record, method, or technique not to be lead or GRR (40 CFR §141.84(a)(4)(iii)).

Recommendations (Not Required under the LCRR)

- Water systems should begin engaging customers and conducting proactive, on-site service line material investigations as soon as possible to improve their inventory, verify existing records, and reduce the number of unknowns. Water systems should capture as much information as possible for unknowns and consider assigning a likelihood that they are lead.
- Non-lead classification could be based on when LSLs were banned and service lines were installed, along with pipe diameter (most LSLs are less than 2 inches).
- When systems have conflicting records of service line materials, they should consider classifying the line as unknown (or lead if one or more information sources suggest lead is present) until the conflict is resolved.
- EPA discourages water systems from submitting an initial inventory with all unknowns.
- The inventory is a living document that should be continually improved over time.

Chapter 7: Public Accessibility

Under the Lead and Copper Rule Revisions (LCRR), community water systems (CWSs) and non-transient non-community water systems (NTNCWSs) must make a portion of their inventory publicly available (40 CFR §141.84(a)(8)). This chapter describes those requirements and provides recommendations for implementation of the public accessibility requirement.

In addition to the public accessibility requirements, the LCRR also requires all systems to inform all persons served by the service connection with a lead service line (LSL), galvanized requiring replacement (GRR), or unknown service line of their service line material within 30 days following completion of the initial inventory[26] (40 CFR §141.85(e)). See Section 6.5 for additional detail.

Informed customers are better equipped to take actions to limit exposure to lead in drinking water, make decisions regarding replacement of their portion of a lead or GRR service line, and understand the prevalence of lead sources in drinking water systemwide.

Chapter 7 includes:

- Inventory information water systems must make publicly accessible and other useful information to consider in Section 7.1.
- Suggestions on how to make the inventory information publicly accessible and real-world examples in Section 7.2.
- Recommendations for states to review and facilitate public accessibility of inventory information in Section 7.3.
- A discussion of the Consumer Confidence Report (CCR) inventory-related requirements for CWSs in Section 7.4.

7.1 What Information to Include

7.1.1 Required under the LCRR

Under the LCRR, systems are **required** to provide the public with a location identifier, such as a street address, block, intersection, or landmark, associated with each service line classified as lead or GRR (40 CFR §141.84(a)(8)(i)). As described in Section 6.3, water systems that have demonstrated they have no lead, GRR, or lead status unknown service lines in their inventory (*i.e.*, have only non-lead service lines regardless of ownership) may, in lieu of publishing their inventory, provide a ***written statement*** that there are no LSLs along with a ***general description*** of the sources specified in the regulations used to make that determination (40 CFR §141.84(a)(9)).

7.1.2 Recommendations (Not Required under the LCRR)

EPA encourages water systems to consider including other information in their publicly available inventory, including but not limited to:

- **Location identifier for all service lines, regardless of material.** The LCRR requires a system's publicly accessible inventory to include location identifiers for LSLs and GRRs. As discussed in Section 2.3.2, EPA recommends that systems include a location identifier for all service lines in their publicly accessible inventory. Doing so provides consumers with up-to-date information on their service line material and allows them to track progress on lead service line replacement (LSLR) in their entire community over time. This information could incentivize consumers to assist in the identification of their service line material and those with LSLs to participate in the LSLR program.
- **A street address as the location identifier.** As mentioned above, water systems are required to provide a location identifier in their publicly available inventory associated with each LSL and GRR. EPA recommends that water systems consider including street addresses (or emergency 911 addresses for rural areas) as their location identifiers. EPA also suggests that systems include the town with the street address if they serve several counties that have the same street address (*e.g.*, 100 Main Street). In addition, EPA also recommends when multiple service lines serve the same address, *e.g.*, hospital or apartment building, the water system should include additional descriptors that would allow each service line to be uniquely identified.

  A few examples of maps and databases that are searchable by street address or customer account number include the following:

  - DC Water, Washington D.C.[27], Greater Cincinnati Water Works, Ohio[28], and Tucson Water, Arizona[29] have an interactive map on their website that allows users to enter an address to learn if they might have an LSL.
  - Milwaukee, Wisconsin, provides lists of addresses with LSLs on their website extracted from their database as PDF files. The list includes house number range, street name, city, state, and zip code. Milwaukee Water Works advises residents to search their address to determine if they have an LSL. For more information, visit their website.[30]

[27] https://geo.dcwater.com/Lead/. Accessed December 16, 2021.
[28] https://gcww.maps.arcgis.com/apps/webappviewer/index.html?id=0a170c268c694e46a8a4e394630df0bd. Accessed December 8, 2021.
[29] https://cotgis.maps.arcgis.com/apps/webappviewer/index.html?id=8dd30cd29ad64d58bbf1d7ebe86d6abc. Accessed December 8, 2021.
[30] https://city.milwaukee.gov/water/WaterQuality/LeadandWater/Lead-Service-Line-Records. Accessed December 8, 2021.

- Louisville Water Company (LWC), Kentucky, has a tool on their website[31] where customers can use their LWC account number to determine if the Louisville Water-owned lines are lead, but not the customer-owned lines. Note, to comply with the LCRR, customer-owned service lines will need to be included.

- **Actual material for non-lead**. The LCRR gives water systems the option to classify the actual material of the service line that is non-lead (*e.g.*, galvanized, plastic, or copper) as an alternative to classifying it as non-lead (40 CFR §141.84(a)(4)(iii)). EPA encourages water systems to consider providing the actual materials as part of the publicly accessible inventory for greater transparency.
- **A summary of the total number of LSLs, GRRs, unknowns, and non-lead.** Summary information allows the public to more easily track a system's overall progress in identifying service line materials and replacing LSLs. For example, Denver Water, Colorado,[32] and the City of Newark, New Jersey, publish the number of LSLs replaced on their websites[33] to communicate their progress.
- **Clear disclaimer language.** A disclaimer will help water systems communicate any uncertainty inherent in their inventory, such as the varying reliabilities of some data sources. The inventory represents the best data the water system has at a certain point in time. Some water systems include disclaimer language about the quality of the information and require users to accept the disclaimer before they have access to the inventory information. Appendix F includes a few examples of disclaimer language.
- **Instructions on how to read and interpret the inventory.** These instructions will depend on the inventory format selected by the water systems. For example, a spreadsheet could provide a definition of material classifications and any sub-classifications, include a data element dictionary, and provide clear labeling of column headings. Additional recommendations for communicating information using maps is provided in Section 7.2.2.
- **Information on steps that consumers served by LSLs can take to protect themselves.** Because some consumers may learn for the first time through the inventory that their home is served by an LSL, water utilities should provide links or references to information on steps that consumers can take to reduce lead or protect themselves from lead exposure. For example, water utilities may consider sharing information from EPA[34] or their local health department.
- **Statements that other lead sources may exist in drinking water plumbing or the building.** Systems should raise customer awareness that even when LSLs or GRRs are not

[31] https://www.louisvillewater.com/servicelinelookup. Accessed December 8, 2021.
[32] https://www.denverwater.org/your-water/water-quality/lead/dashboard. Accessed April 21, 2022.
[33] https://www.newarkleadserviceline.com/replacement. Accessed December 8, 2021.
[34] See, *e.g.*, https://www.epa.gov/sites/default/files/2017-08/documents/epa_lead_in_drinking_water_final_8.21.17.pdf

present, other lead sources may remain. Examples include materials inside the home or building, such as copper pipes with solder installed prior to the state's lead ban,[35] some faucets purchased prior to January 4, 2014,[36] and lead paint in homes that pre-date 1978[37]. In addition, lead can be present in dust and soil. EPA's website[38] includes information prepared by EPA and other agencies about different sources of lead and how consumers can protect themselves. Water systems could include a statement about the possible presence of these lead sources, *e.g.*, on their website, in materials distributed to their customers in hard copy or electronically, or in their CCR.

- **A schedule for investigating unknowns.** This could include the date that specific neighborhoods or other areas of the town or city have been scheduled for investigation.
- **Information on the water systems' actions to reduce lead.** This could include actions on how the water system is reducing lead and opportunities for customers to participate in the inventory and LSLR efforts (USEPA, 2017).
- **Information about tap sampling.** The system may inform customers about ways they can test their water for lead, such as if the system has a lead testing program, or directing customers to certified laboratories that can provide testing services.
- **System contact information.** Systems could direct customers to different departments depending on the request, such as general inquiries about lead in drinking water or how to submit inventory information (such as customer-owned service line material identification). This could also include links to the information in other languages, other information about the LSLR program, and instructions on how customers can identify their service line materials. See Appendix B, the City of Newark, for an example.

EPA recommends that systems weigh the benefits of making additional and/or detailed inventory information publicly accessible with the drawback of compromising a user's ability to find the most relevant information. Water systems could consider indicating what other inventory information is available on request, and systems providing the data electronically could include links to the information.

[35] In 1986, Congress amended the Safe Drinking Water Act (SDWA), prohibiting the use of pipes, solder, or flux that were not "lead free" in public water systems or plumbing in facilities providing water for human consumption. At the time, "lead free" was defined as solder and flux with no more than 0.2 percent lead and pipes with no more than 8 percent lead. See Appendix D for a summary of lead ban provisions by state.

[36] The Reduction of Lead in Drinking Water Act, which became effective on January 4, 2014, revised the definition of lead-free as a weighted average of not more than 0.25 percent lead calculated across the wetted surfaces of pipe, pipe fitting, plumbing fitting, and fixtures and not containing more than 0.2 percent lead for solder and flux. It also prohibited the use or sale of such items that did not meet the revised lead-free definition.

[37] In 1978, the Consumer Products Safety Commission banned consumer uses of lead-based paint, but some states banned it even earlier.

[38] https://www.epa.gov/lead/protect-your-family-sources-lead#older. Accessed April 26, 2022.

7.2 How to Make the Data Publicly Available

Required under the LCRR

Water systems must make the inventory publicly accessible, including a location identifier for each LSL and GRR. The LCRR requires water systems that serve more than 50,000 people to provide their inventory online (40 CFR §141.84(a)(8)).

Recommendations (Not Required under the LCRR)

There are many factors to consider in determining how to best reach the target audience. When first considering the best method for sharing inventory data with the public, a water utility may consider the following questions:

- Do our customers have internet access?
- Does our water system currently have a website? If not, do we have the resources to create one?
- Does our water system have someone that understands how to create maps using geographic information system (GIS) tools?
- What format of information would be easiest to use for the public?

As mentioned above, only water systems serving more than 50,000 people must post their inventory online. Water systems serving 50,000 or fewer people are not required to post their inventories online, as long as they are publicly accessible in some fashion. This may include availability by mail or in-person at the water system's office. EPA encourages all water systems to consider providing online inventory access. This approach could decrease water system burden by eliminating costs to print and mail inventories on request as well as eliminating staff time to process additional customer transactions. For smaller water systems that do not currently have a website, providing their inventory online could be as simple as uploading a list, spreadsheet, or a simple map to a free filesharing service or publicly viewable social media account for the system. NTNCWSs that do not have a website could consider using email, posting the information in frequented locations (*e.g.,* breakroom or notice board), or include the information in a newsletter. In addition, systems that do not have a website can check if their state has an option to host the inventory.

7.2.1 Description of Available Web-Based Map Applications

An effective means for distributing service line inventory information is via an online map. Online inventory maps allow interested parties to view a water system's service line materials anywhere there is access to the internet. The primary advantages of making inventory data available via web maps are user accessibility, data transparency, and the system's ability to regularly update the data.

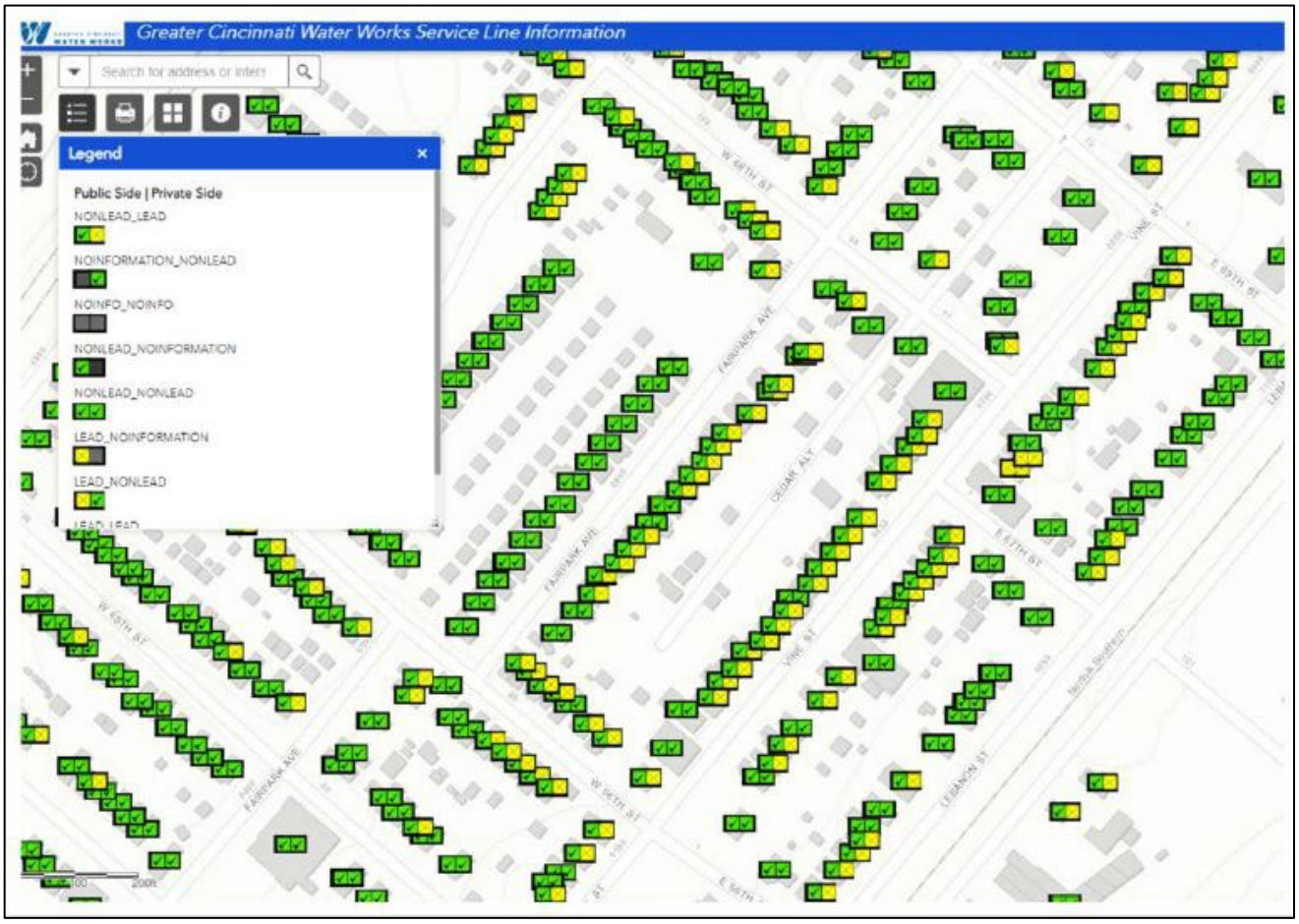
Systems that collect inventory data with GPS coordinates (latitude and longitude) can save those points with corresponding attribute information (*e.g.*, service line material, address, data inventoried, etc.) to one of various file types. Systems could also collect inventory data via GPS devices, such as smart phones that have a mapping app, and can upload GPS files directly from those devices (.gpx). Once uploaded, the collected point locations can be overlaid with base maps and the point symbology (*e.g.*, point locations represented by dots versus "X" symbols) and the legend information and symbology can be customized to the inventory dataset. Alternatively, street addresses can be converted to point locations using a process called geocoding. Geocoding assigns a latitude and longitude to a location using text information to make the determination, such as address or place name. For example, a dataset of street addresses with service line information can be converted to point locations that could then be easily displayed in a map application.

7.2.2 Web-Based Map Application Best Practices

Web-based map applications are one of the most effective methods for conveying service line inventory information to the public. As Hiltner et al. (2019) explained, interactive online maps can be a more powerful tool for disseminating location-based LSL information than static maps and tabular databases. Key components of effective interactive maps include the deliberate use of data, thoughtful selection of colors and symbology, and awareness of inclusivity. Exhibit 7-1 shows how the Greater Cincinnati Water Works, Ohio uses colors to denote materials information for service lines by property.

Fundamental to an inventory map is a layer of locational data that displays the service line material, such as points or polygon boundaries. The locational data should be the primary data displayed on the map. A best practice for map development is to only display informative data to the users. For example, while utilities may have access to geospatial railway data, adding this layer to the map is not critical to the user and distracts from the intention of the map. Layer attributes in online maps can be displayed using pop-up tables, color-coding, or map symbology to display attributes. Of particular note is the use of service line symbology to denote the service line material on the customer-owned side versus the system-owned side of the service line, as demonstrated in Exhibit 7-1.

Exhibit 7-1: Greater Cincinnati Water Works Service Line Information Map



Source: Greater Cincinnati Water Works Service Line Information map. https://gcww.maps.arcgis.com/apps/webappviewer/index.html?id=0a170c268c694e46a8a4e394630df0bd. Accessed December 16, 2021.

Accessibility and inclusivity considerations should be made throughout the map development process (Woods and Webb, 2021). These include:

- Using a color-blind safe color scheme,
- Using simple terminology and defining acronyms, and
- Offering text in multiple languages, where appropriate.

Color-blind sensitive map color schemes are simple to create using free online tools. Alternatively, map interfaces could include a check box to allow users to select their preferred color scheme from a list of options. Another important component of map accessibility is terminology. The inventory process involves acronyms and terms generally unfamiliar to the intended public audience. Map text should be carefully reviewed for these types of language and edited accordingly. Lastly, the map interface should be made available in multiple languages, as appropriate, depending on the population served by the system. For example, to serve the

Spanish-speaking population of the Tucson, Arizona, the service line map[39] displays all map text both in English and Spanish. Water systems may also want to consider providing alternate text for maps that can be read aloud using software for the visually impaired.

7.2.3 Public Data Sharing Alternatives

Some systems may not have the capacity for online GIS map applications. In these cases, there may be other online data sharing methods that better fit the needs of systems and their users. Important first steps are to determine what established online data sharing capabilities and protocols are already in place and what types of inventory information are going to be shared (*e.g.*, tabular data versus narrative information).

Many systems may have a website where a new webpage or subsection could be added for hosting inventory document downloads and updates. Depending on the website structure and server limitations, this option may only be available for small-sized documents. Some systems may have a File Transfer Protocol (FTP) site where the data could be hosted and linked to for download. Utilizing an FTP server may be optimal for some systems because FTP sites are better suited for transferring large data files. If systems do not have the capacity to provide downloads via their own servers, there are many options for cloud-based server storage that can easily be shared and downloaded. See Exhibit 7-2 for a summary of online data sharing alternatives.

Exhibit 7-2: Examples of Online Data Sharing Alternatives

File Sharing Method	Description
Online Cloud-based Data Sharing	Cloud-based storage and data sharing allows access to files from any computer, hosted by a third-party vendor; base storage plans may be free.
Online Spreadsheet	Cloud-based spreadsheets, some of which can be accessed online without any product licensure or installation requirements; this may be a good option for systems with little data infrastructure.
FTP/SFTP Server	Standard file sharing protocol for transferring files from a server to another computer (client); water systems may already have FTP functionality they can use.
System Website	Data may be hosted on a system's website as text or image or can be made available in a downloadable format.

The best platform for online data sharing will vary by system. Another key part of that decision-making process is the data format and complexity. For example, a system without their own online data sharing platform (server) and a simple spreadsheet-based inventory may elect to use

[39] https://cotgis.maps.arcgis.com/apps/Cascade/index.html?appid=13b3899bb7374156a031414de36007fe. Accessed December 8, 2021.

an online spreadsheet. Users could then access the inventory spreadsheet via a weblink on the system's website. Systems wanting to share high-resolution PDF maps, however, may consider a data sharing option optimized for large file sizes. This may be a good option if the system already has an FTP server for public file sharing. If not, a cloud-based file sharing option could be a good solution.

The circumstances of some systems and users may not allow for web-based data sharing of any kind. In these cases, systems will need to develop a plan for effectively distributing inventory information without the use of electronic data sharing. Potential data sharing options include:

- Printed service line maps
- Printed tabular data
- Information in water utility mailings or newsletters
- Information available at the water system's office

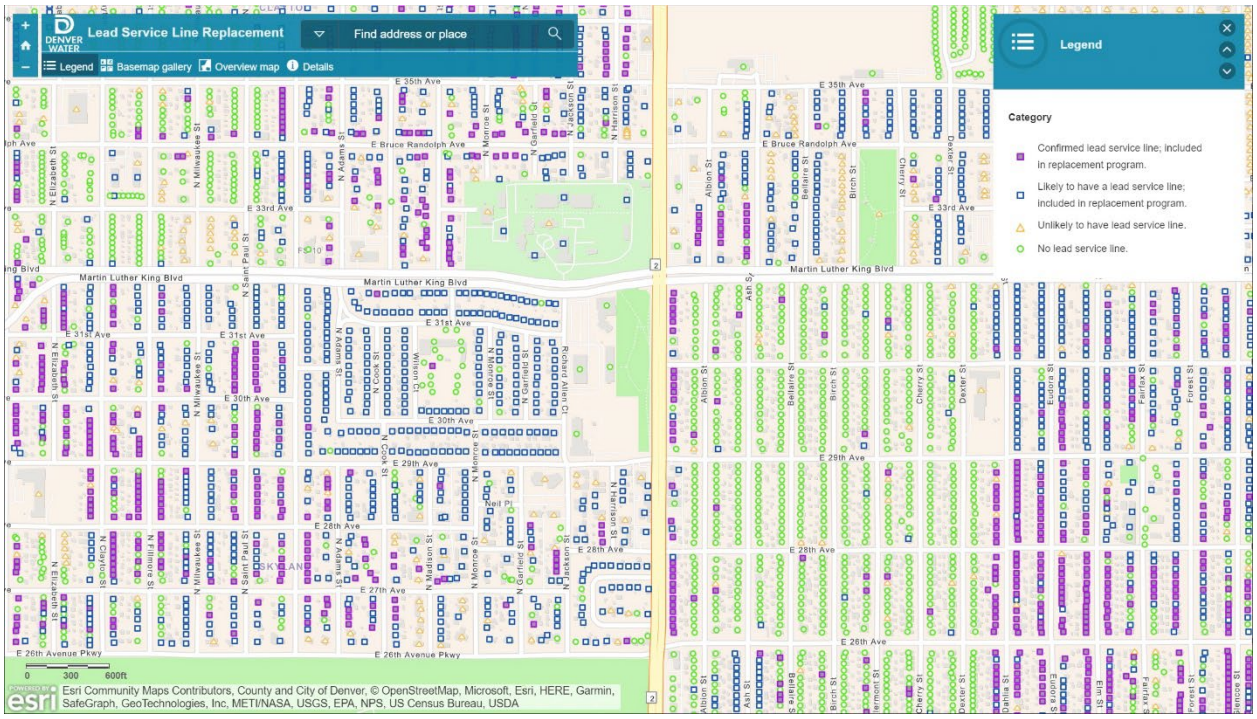
7.2.4 Public Input and Updates

Active community participation in the inventory process helps cultivate a more robust inventory dataset and engage the community on public health issues potentially affecting them. LSL data can be strengthened by asking for public feedback on existing inventory data or possible updates to information on LSLs or GRRs not already reflected in the inventory. Given this participatory process, there is also a higher likelihood of continued and widespread engagement with the inventory and LSLR efforts throughout a system's distribution network.

Public feedback can take many forms. For example, the system can provide contact information on the system's website for individuals to submit corrections and updates via email or phone. Another example can be a user submission form where customers identify the service line material and include photographic evidence, providing an additional level of confidence to their classification. Inventories that are updated regularly based on public input should consider indicating the dataset version or the date of the last update in an obvious location.

Providing a platform for public input provides an opportunity for users to learn about their own service line and the presence of LSLs more broadly. An additional consideration for encouraging community awareness is offering an email subscription for regular updates on the service line inventory, such as Denver Water who offers a subscription opportunity within their service line inventory map (Exhibit 7-3).

Exhibit 7-3: Denver Water's Lead Service Line Replacement Map



Source: https://dw.maps.arcgis.com/apps/View/index.html?appid=cb5d6630085b4e4b96ff7fd1adf39025. Accessed December 15, 2021.

EPA suggests updating the inventory in real-time (or as close as possible) to provide the public with the most up-to-date information. Externally facing updates to the inventory may require quality assurance and quality control or may be most efficiently processed in batches rather than updated continuously.

7.3 Considerations for States

States seeking to determine a system's compliance with the LCRR inventory requirements may use the checklist in Appendix A. One component of that review is determining a system's compliance with its public accessibility requirements. Appendix A includes a checklist that states can use to help document if systems meet these requirements. This form is also available electronically at EPA's website (https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule).

In their 2022 framework, the Association of State Drinking Water Administrators (ASDWA) recommends that states consider additional ways to make the relevant information available to the public, including hosting information on the state's website (ASDWA, 2022). For example, states could consider creating a portal or using another method to allow systems to upload their

information directly. For a full list of additional considerations, refer to ASDWA's framework (ASDWA, 2022).

7.4 Consumer Confidence Report Inventory Requirements

The LCRR requires CWSs to include in their annual CCR a statement that they have prepared a service line inventory and instructions on how to access the inventory (40 CFR §141.84(a)(10) and §141.153(d)(4)(xi)). Systems with no lead, GRR, or lead status unknown service lines can instead provide a statement that they have no LSLs or GRRs with the description of methods used to make that determination (40 CFR §141.84(a)(9)). EPA may potentially revise these requirements under the Lead and Copper Rule Improvements (LCRI). Regardless of the final LCRI requirements, EPA recommends that systems provide inventory-related information in their CCRs.

Key Points to Remember

LCRR Requirements

- Water systems must make an inventory of the lead and GRR service lines publicly accessible. The publicly accessible inventory must include a location identifier associated with each lead or GRR service line (40 CFR §141.84(a)(8)(i)). The identifier could be a specific address; however, this is not required under the LCRR.
- Water systems serving more than 50,000 people must provide their inventory online (40 CFR §141.84(a)(8)(ii)).
- Non-lead systems can fulfill the requirement to make the inventory publicly accessible by providing a statement they have no LSLs and including a general description of how they made that determination (40 CFR §141.84(a)(9)).
- CWSs must indicate in their CCR how to access service line inventory information. Non-lead CWSs must also include a statement they have no LSLs in their CCR (40 CFR §141.84(a)(10)).
- Within 30 days of completion of the initial inventory, systems must notify persons served by lead, GRR, and lead status unknown lines (40 CFR §141.85(e)).

Recommendations (Not Required under the LCRR)

- Water systems should consider their data sharing infrastructure, customer demographics, and staff limitations when selecting the best method for sharing data with the public.
- An interactive online mapping application can be an effective means for distributing service line inventory information and allows users to comprehensively evaluate a water system's service line materials anywhere there is access to a basic computer and internet.
- Accessibility and inclusivity considerations should be made throughout the map development process, *e.g.*, using a color-blind safe color scheme, providing alternate text that can be read aloud using software for the visually impaired, using simple or defined terminology, and offering text in multiple languages.
- Other online data sharing options are available for water systems, such as online cloud-based sharing, online spreadsheet, FTP/SFTP server, and website hosted download.
- Non-web-based data sharing options include printed service line or tabular data as well as information on water utility mailings or newsletters.
- Active community participation in the inventory process helps cultivate a more robust inventory dataset.
- EPA suggests water systems update their inventories in real-time or as close as possible.

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Zahra, A. 2019. Flint city council subpoenas MDEQ to answer questions at finance hearing. https://www.mlive.com/news/flint/ 2018/10/post_513.html.

APPENDICES

- **Appendix A:** Blank Forms from the EPA Service Line Inventory Template
- **Appendix B:** Case Studies
- **Appendix C:** Instructions for Self-Identifying LSLs and Information When Water System Conducts Verification
- **Appendix D:** Summary of State Lead Ban Provisions by State
- **Appendix E:** Michigan Minimum Service Line Verification Requirements
- **Appendix F:** Examples of Data Quality Disclaimer Language

Appendix A: Blank Forms from the EPA Service Line Inventory Template

PWS Information

Inventory Methodology

Inventory Summary

Public Accessibility Documentation

State Checklist

See EPA's website at: https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule for a downloadable, spreadsheet version of the template which contains the forms below as well as additional sheets for inventory tracking.

PWS Information

Purpose of this worksheet: *For water systems to document basic system information.*

Facility Information			
Water System Name:			
PWSID:	Population Served (number of people):	Number of Service Connections:	PWS Type:
			☐CWS ☐NTNCWS
If you are a CWS, do multi-family residences comprise at least 20% of the structures you serve?			*Indicate "Yes" or "No"*
Mailing Address			
Street or P.O. Box:			
City or Town:		State:	Zip Code:
System Contact Person			
Name:		Title:	
Telephone:		Email:	
Person Who Prepared Inventory (if different from above)			
Name:		Title/Affiliation:	
Telephone:		Email:	

Inventory Methodology

PWS Name:
PWSID:

Enter Date Last Updated:

Purpose of this worksheet: *For water systems to document the methods and resources they used to develop and update their inventory.*

Part 1: Historical Records Review	
Type of Record	**Describe the Records Reviewed for Your Inventory and Indicate Your Level of Confidence (*e.g.* , Low, Medium, or High)**
1. Previous Materials Evaluation *Example: Locations of Tier 1 lead tap sampling locations that are served by a lead service line.*	
2. Construction Records and Plumbing Codes *Examples: Local ordinance adopting an international plumbing code. Permits for replacing lead service lines.*	
3. Water System Records *Examples: Capital improvement plans. Standard operating procedures. Engineering standards.*	
4. Distribution System Inspections and Records Examples: *Distribution system maps. Tap cards. Service line repair/replacement records. Inspection records. Meter installation records.*	
5. Additional Records Required by Your State	
6. Other Records	

Inventory Methodology (Continued)

Part 2: Identifying Service Line Material During Normal Operations

1. During which normal operating activities are you collecting information on service line material? Check all

- ☐ Water meter reading
- ☐ Water meter repair or replacement
- ☐ Service line repair or replacement
- ☐ Water main repair or replacement
- ☐ Backflow prevention device
- ☐ Other

If "Other", please explain:

2. Did you develop or revise standard operating procedures to collect service line material information	*Indicate "Yes" or "No"*

If "Yes", please describe:

Part 3: Service Line Investigations

1. Identify the service line investigation methods your system used to prepare the inventory (check all that apply). If a water system chooses an investigation method not specified by the state under 40 CFR §141.84(a)(3)(iv), state approval is required. ***Note that investigations are not required by the LCRR but can be used by systems to assess accuracy of historical records and gather information when service line material is unknown.***

- ☐ Visual Inspection at the Meter Pit
- ☐ Customer Self-Identification
- ☐ CCTV Inspection at Curb Box - External
- ☐ CCTV Inspection at Curb Box - Internal
- ☐ Water Quality Sampling - Targeted
- ☐ Water Quality Sampling - Flushed
- ☐ Water Quality sampling - Sequential
- ☐ Water Quality Sampling - Other
- ☐ Mechanical Excavation
- ☐ Vacuum Excavation
- ☐ Predictive Modeling
- ☐ Other

If "Other", please explain:

2. If "Predictive Modeling", please briefly describe the model and inputs used:

3. How did you prioritize locations for service line materials investigations? For example, did you consider environmental justice and/or sensitive populations, did you use predictive modeling, and/or did you target areas with high number of unknowns?

Inventory Summary

PWS Name:	
PWSID:	
Enter Date Last Updated:	

Purpose of this worksheet: *For water systems to provide a summary of their service line inventory, including information on ownership, inventory format, and the number of service lines for each of the four required materials classifications.*

Part 1. General Information

1. Is this the **Initial Inventory** or an **Inventory Update**?	
2a. Who **owns the service lines** in your system?	
2b. Is there documentation that defines service line ownership in your system, such as a local ordinance? *If yes, please describe below and explain where ownership is split (e.g., property line, curb stop).*	
3a. Describe when lead service lines were generally installed in your system.	
3b. When were lead service lines banned in your system? Reference the state or local ordinance that banned the use of lead in your system.	
4. Do you have lead goosenecks, pigtails or connectors in your system?	*Indicate "Yes", "No", or "Don't Know"*
5. What is your overall level of confidence in the inventory (*i.e.* , "Low", "Medium", or "High.") Please explain your rationale below.	

Part 2. Inventory Format

Describe your inventory format in the space provided below (*e.g.* , the **Detailed Inventory** worksheet, custom spreadsheet, GIS map). Provide the filename and/or web address if applicable. ***Note that the state may require you to submit your detailed inventory of each service line in your distribution system.***

Inventory Summary (Continued)

Part 3. Inventory Summary Table [1]

Enter the number of service lines in the aqua-colored cells. ***Remember this is the classification for the entire service line.***

Service Line Material Classification	Definition	Total Number of Service Lines (REQUIRED to be reported under the LCRR)
Lead	Any portion of the service line is known to be made of lead.[2]	
Galvanized Requiring Replacement (GRR)	The service line is not made of lead, but a portion is galvanized and the system is unable to demonstrate that the galvanized line was never downstream of a lead service line.	
Non-Lead	All portions of the service line are known NOT to be lead or GRR through an evidence-based record, method, or technique.	
Lead Status Unknown	The service line material is not known to be lead or GRR. For the entire service line or a portion of it (in cases of split ownership), there is not enough evidence to support material classification.	
	TOTAL	

Notes

[1] This summary table is for reporting material for the entire service line connecting the water main to the customer's plumbing. See Section 2.1 for additional guidance on assigning a materials classification to the entire service line when ownership is split. Remember that systems must track the system-owned and customer-owned portions separately in their inventory.

[2] A lead-lined galvanized service line is consistent with the definition of an LSL under the LCRR ("a portion of pipe that is made of lead, which connects the water main to the building inlet") (40 CFR §141.2) and must therefore be classified in the inventory as an LSL. Do NOT, however, count non-lead service lines with a lead gooseneck or pigtail as lead service lines unless required by your state.

Public Accessibility Documentation

PWS Name: PWSID:	
Enter Date Last Updated:	

Purpose of this worksheet: For systems to provide documentation to states on how they met the public accessibility requirements of the LCRR.

1. Select the location identifiers that you use for your service line inventory. Check all that apply.

- ☐ Address
- ☐ Street
- ☐ Block
- ☐ Intersection
- ☐ Landmark
- ☐ GPS Coordinates
- ☐ Other

If "Other", please describe:

2. Does ***every service line*** have a location identifier? Indicate "Yes" or "No"

If "No", explain. Remember that location identifiers are required for service lines that are lead and galvanized requiring replacement.

3. How are you making your inventory publicly accessible? Check all that apply. *Remember that if your system serves > 50,000 people, you* ***must*** *provide the inventory online.*

- ☐ Interactive online map
- ☐ Static online map
- ☐ Online spreadsheet
- ☐ Printed service line map
- ☐ Printed tabular data
- ☐ Information on water utility mailings or newsletter
- ☐ Hard copy information available in water system office
- ☐ Other

If "Other", please describe:

State Checklist for Initial Inventory Submittal	
PWS Name: PWSID:	
Enter Date Last Updated:	

Purpose of this worksheet: *For states to determine and document if water systems met all of the January 15, 2021 Lead and Copper Rule (LCRR) requirements for their* **Initial Inventory** *including timely submission, required elements, use of information sources, public accessibility, and public notification of service line materials.*

Part 1: Person Completing This Checklist	
Name:	Title:
Telephone:	Email:

Part 2: Review for Timely Submission	
1. Was the initial inventory submitted by the deadline of October 16, 2024?	*Indicate "Yes" or "No"*
Consider post-mark or date sent via email or reported into a state data system.	

Part 3: Review for Required Elements	
1. Does the inventory include ***all*** service lines connected to the distribution system?	*Indicate "Yes" or "No"*
Consider if the total number of service lines in the ***Inventory Summary*** *worksheet, Part 3, matches sanitary survey and monitoring data in the state's database (e.g., SDWIS/State) based on population served, number of service connections (including those for non-potable use), number of accounts, census data, or other information.*	
2. Does the inventory include portions owned by the water system and the customer?	*Indicate "Yes" or "No"*
Check the service line ownership type selected in the ***Inventory Summary*** *worksheet, Part 1, Question 2a. If the system selected "Ownership is Split" check that their inventory includes information for both the system-owned and customer-owned portions.*	
3. Did the system classify all service lines as either Lead, Galvanized Requiring Replacement (GRR), Non-Lead, or Lead Status Unknown?	*Indicate "Yes" or "No"*
Consider if the system completed each row of the inventory summary table in the ***Inventory Summary*** *worksheet, Part 3. Some rows may be zero.*	
4. In the space below, provide additional comments/documentation related to required elements of the system's initial inventory.	

State Checklist for Initial Inventory Submittal (Continued)

Part 4: Review for Information Sources	
1. Did the system use the following historical records to prepare their initial inventory: previous materials evaluation, construction and plumbing codes/records, water system records, distribution system inspections and records.	*Indicate "Yes" or "No"*
Consider if the system identified historical records in each row of the ***Inventory Methods*** *worksheet, Part 1, Rows 1 through 4. Consider if the system completed Row 5 if additional records are required in your state.*	
2. Is the system collecting service line material information during normal operations?	*Indicate "Yes" or "No"*
Consider if the system checked one or more normal operations activities in the ***Inventory Methods*** *worksheet, Part 2. Consider asking the systems to submit updated or new standard operating procedures documenting service line material information collection.*	
3. Has the system conducted investigations to verify service line material?	*Indicate "Yes" or "No"*
This is not required by the LCRR but recommended by EPA to verify historical records and gather information where records do not exist to reduce the number of unknowns in the system as quickly as possible. Consider: • *If the system checked one or more of the investigative methods on the* ***Inventory Methods*** *worksheet, Part 3.* • *If in their inventory, the system indicated that the materials classification was based on investigations.* • *The number of unknowns - EPA strongly discourages systems from submitting inventories with all unknowns. If all service line materials are lead status unknown, consider asking the water system to conduct investigations.*	
4. In the space below, provide additional comments related to information sources used to develop the system's initial inventory.	

Part 5: Review for Public Accessibility	
1. Does the inventory include location identifiers for each service line that is lead or galvanized requiring replacement?	*Indicate "Yes" or "No"*
Consider checking the inventory for location identifiers and reviewing the system's answers in the ***Public Accessibility Doc.*** *worksheet, Questions 1 and 2.*	
2. Did the system make its inventory publicly accessible?	*Indicate "Yes" or "No"*
Consider reviewing the method by which the water system is making its inventory publicly accessible as identified in the ***Public Accessibility Doc.*** *worksheet, Question 3. Check that systems serving more than 50,000 people have posted their service line inventories online.*	
3. In the space below, provide additional comments/documentation related to public accessibility of the system's initial inventory.	

State Checklist for Initial Inventory Submittal (Continued)

Part 6: Review of Customer Notification of Service Line Material	
1. Does the water system's inventory consist of all Non-Lead Service lines? *If No, complete questions 2 through 5. If Yes, stop here.*	*Indicate "Yes" or "No"*
2. Did the water system deliver the notification to people served by a lead service line (LSL), GRR, or lead status unknown service line within 30 days of completing the initial inventory?	*Indicate "Yes" or "No"*
3. Did the water system demonstrate that they delivered the notification and provide a copy of the notification to the state by **July 1** for the previous calendar year?	*Indicate "Yes" or "No"*
4. Did the notification include the required content?	
a. For **confirmed LSLs,** does the notification include: • A statement that the service line material is lead, • Information on lead health effects including mandatory health effects language of 40 CFR §141.85(a)(ii), • Steps to minimize exposure to lead in drinking water, • Opportunities for service line replacement, • Available financing programs, and • A statement that the system must replace its portion if the they are replacing their portion?	*Indicate "Yes" or "No" or "N/A"*
b. For **GRRs,** does the notification include: • A statement that the service line material is GRR, • Information on lead health effects including mandatory health effects language of 40 CFR §141.85(a)(ii), • Steps to minimize exposure to lead in drinking water, and • Opportunities for service line replacement?	*Indicate "Yes" or "No" or "N/A"*
c. For **Unknowns,** does the notification include: • A statement that the service line material is lead status unknown, • Information on lead health effects including mandatory health l effects language of 40 CFR §141.85(a)(ii), • Steps to minimize exposure to lead in drinking water, and • Opportunities to verify the service line material?	*Indicate "Yes" or "No" or "N/A"*
5. If the water system serves communities with a large proportion of non-English speaking consumers, as determined by the state, did they provide public education materials, including those in 40 CFR §141.85(e), in the appropriate language(s) or containing a telephone number or address where persons served may contact the water system to obtain a translated copy of the materials or to request assistance in the appropriate language?	*Indicate "Yes" or "No"*
6. In the space below, provide additional comments/documentation related to customer notification for people served by an LSL, GRR, or lead status unknown service line.	

Appendix B: Case Studies

DC Water

Greater Cincinnati Water Works

Pittsburgh Water and Sewer Authority

DC Water

Key Topics

- Consider the Inventory as a Living Data System
- Water Quality Sampling to Identify LSLs
- Making Inventory Information Publicly Accessible

Background/Water Utility Description

DC Water provides approximately 92 million gallons of treated drinking water per day to about 700,000 residents of the District of Columbia. DC Water is a consecutive system, purchasing treated water from the Army Corp of Engineers. The Army Corp treats water from the Potomac River using conventional treatment with chlorine for primary disinfection and chloramines for secondary disinfection. Orthophosphate is added for corrosion control, along with pH adjustment. The DC Water distribution system is comprised of approximately 1,350 miles of water main. DC Water estimates that they have 28,000 lead or galvanized iron service lines with plans to replace them all by 2030 (DC Water, 2021a).

Consider the Inventory as a Living Data System

DC Water has a long history of identifying and replacing lead service lines (LSLs) in response to exceeding the lead action level in 2002 through 2004 (Deignan, 2021). Schmelling (2021) stressed that the inventory is not a one-time data extraction, but a living dataset that can be updated as new information is collected and records are improved over time. DC Water also records information on the integrity of the data, such as the data source.

DC Water uses many sources and methods to gather service line information, including (Schmelling, 2019, 2021):

- Research done to identify service line materials for the original Lead and Copper Rule (LCR) in 1991, *i.e.*, interviews with plumbers to determine when LSLs stopped being installed in Washington, DC (DC Water found this to be an excellent starting point for their inventory);
- Historical records, including tap cards, permits, and engineering documents;
- Construction records on when service lines were replaced in coordination with water main replacement or in response to service line leaks;
- Customers reporting that they replaced their service lines;
- Customer self-identification;

- Water meter replacement; and
- Water quality sampling.

DC Water is also working with the Water Research Foundation to investigate non-invasive service line identification techniques, such as x-ray diffraction, stress wavers, and acoustic technology (Schmelling, 2021).

Water Quality Sampling to Identify LSLs

DC Water assessed the ability of 6-hour stagnation sequential samples to predict the presence of LSLs (Bukhari et al., 2020; Schmelling, 2019). Customers collected 10 sequential 1-liter samples, indicated the suspected service line material at the point of entry (*i.e.*, lead, copper, brass, galvanized iron, or not visible), and provided a supporting picture when possible. DC Water predicted that half of the 172 homes in the study had lead pipes based on the trend of lead concentrations in the 10-bottle set. They also determined that a total lead mass of at least 5 micrograms (µg) from all 10 samples was another factor supporting the presence of LSLs in their system. Subsequent service line work indicated that DC Water correctly predicted 26 of 30 homes to be lead and 2 of 4 to be non-lead. DC Water concluded that sequential sampling is a useful tool for predicting the presence of LSLs, but it cannot predict the absence of lead pipe due to factors that may impact the stagnation period prior to sampling (*e.g.*, leaks, water use, and dripping faucets). DC Water also notes the water sampling effort is time consuming considering sample distribution and customer communication; therefore, there is still a significant need for another non-invasive pipe material identification technology (DC Water, 2022).

Making Inventory Information Publicly Accessible

DC Water provides an interactive map with service line pipe material data for the public and private sides in their entire service area, which is available on their website (DC Water, 2021b). Each service address is indicated by a circle that contains two color-coded semi-circles for the service line type: one for the public space and another for the private side. Gray denotes lead, green indicates non-lead, and no shading indicates no information. A screenshot of the map is provided as Figure 1.

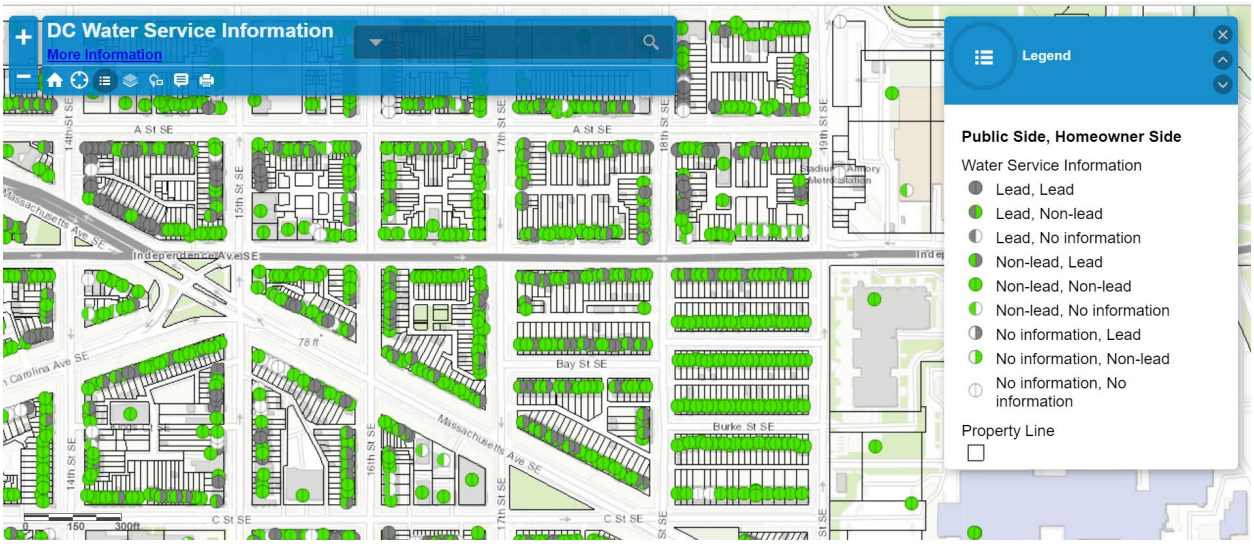


Figure 1: Screenshot of DC Water Interactive Service Line Map (DC Water, 2021b).

When a service address is selected, a pop-up box appears that includes the type and description for the public and private portions separately as well as a link to frequently asked questions and a fact sheet on how customers can identify their water service pipe material. The description field includes the source for the determination, *e.g.*, when the service line was replaced and if it was verified by test pit or visual observation (shown as "excavation"). An example of the pop-up box is shown as Figure 2.

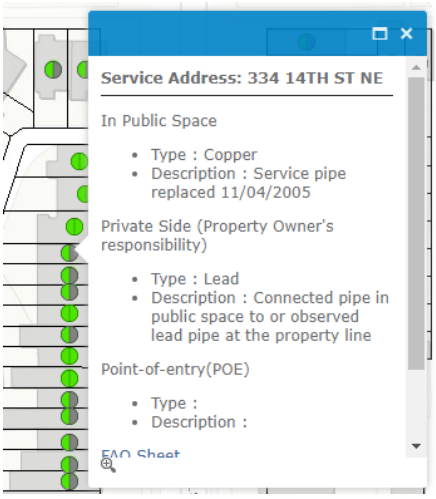
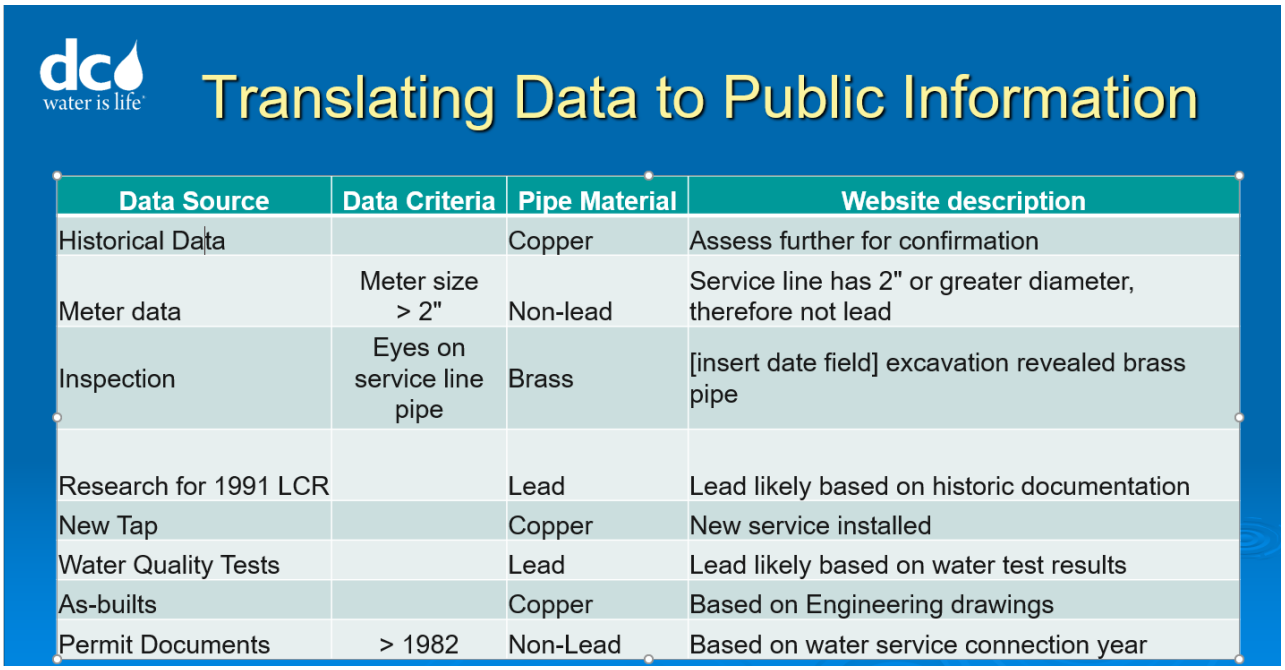


Figure 2: Screenshot of Description Field (DC Water, 2021b).

DC Water took several steps to clearly communicate service line information to the public. For example, they developed a standard process for translating internal documentation for their service line data system into plain language for the online publicly accessible map. An

example is shown below in Figure 3 (Schmelling, 2021). DC Water also provides their inventory in list format as a downloadable CSV file (DC Water, 2021c).



Data Source	Data Criteria	Pipe Material	Website description
Historical Data		Copper	Assess further for confirmation
Meter data	Meter size > 2"	Non-lead	Service line has 2" or greater diameter, therefore not lead
Inspection	Eyes on service line pipe	Brass	[insert date field] excavation revealed brass pipe
Research for 1991 LCR		Lead	Lead likely based on historic documentation
New Tap		Copper	New service installed
Water Quality Tests		Lead	Lead likely based on water test results
As-builts		Copper	Based on Engineering drawings
Permit Documents	> 1982	Non-Lead	Based on water service connection year

Figure 3: DC Water Translation of Data to Public Information (Schmelling, 2021).

DC Water worked with their legal department to develop disclaimer language, as shown below. Schmelling (2021) noted that disclaimer language is important because it recognizes that, although the inventory is based on the best available information at the time, the inventory is dynamic and there may be inaccuracies.

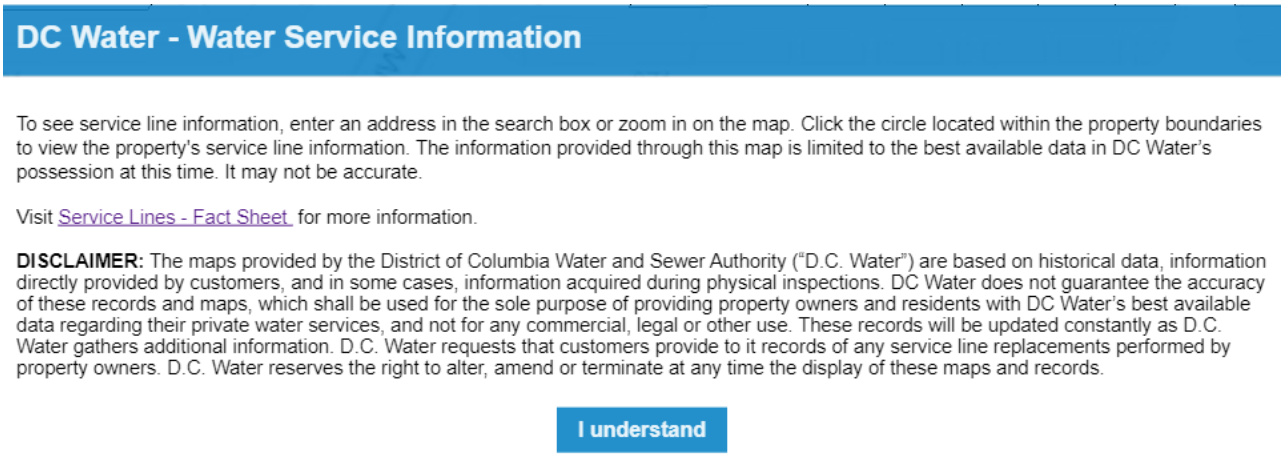


Figure 4. DC Water Disclaimer Language for Their Interactive Service Line Map (DC Water, 2021b).

Summary of Main Points

- DC Water's service line inventory is a living dataset designed to add and revise data from multiple sources over time.
- DC Water has found sequential water sampling to be a useful tool for predicting the presence of LSLs, but it is not a good predictor of the absence of lead pipe due to factors that may impact the pre-sampling stagnation period.
- An interactive online map is a useful tool for communicating information on service line material to the public. It is important to translate technical data into public information and include clear disclaimer language to communicate the limitations of the service line inventory.

Resources

Bukhari, Z., Ge, S., Chiavari, S., and Keenan, P. 2020. Lead Service Line Identification Techniques. The Water Research Foundation. https://www.waterrf.org/system/files/resource/2020-06/DRPT-4693.pdf

DC Water. 2021a. Lead Free DC by 2030. https://www.dcwater.com/lead. Accessed December 3, 2021.

DC Water. 2021b. DC Water – Service Line Information https://geo.dcwater.com/Lead/. Accessed December 3, 2021.

DC Water. 2021c. Service Line Materials Dashboard. https://www.dcwater.com/service-line-materials-dashboard. Accessed 1/25/2022.

DC Water. 2022. Personal communication between EPA staff and Maureen Schmelling, DC Water. April 19, 2022.

Deignan. John. 2021. DC Water's LSR Program Journey from Mandated to Planned [Webinar]. AWWA Virtual Summit: Lead & Water Quality, April 7-8, 2021. https://www.awwa.org/Events-Education/AWWA-Virtual-Summits/Lead-Water-Quality-Summit#11394909-event-faqs

Schmelling, M. 2019. Lead service line identification and replacement webinars. Retrieved from USEPA website. https://www.epa.gov/dwreginfo/lead-service-line-identification-and-replacement-webinars

Schmelling, M. 2021. DC Water's Service Line Inventory and Display Maps [Webinar]. ASDWA Annual Conference: 2021. Lead Service Line Inventories. October 18 & 19, 2021. Available at: https://www.youtube.com/watch?v=IaZEbnXnQpQ. Accessed 1/19/22.

Greater Cincinnati Water Works

Key Topics

- Building and Updating Service Line Inventory
- Interactive Public Inventory Map

Background/Water Utility Description

Greater Cincinnati Water Works (GCWW) provides water services to Cincinnati, Ohio and several surrounding counties. GCWW treats around 132 million gallons of water daily. They use high consistent oxidation-reduction potential (ORP) (free chlorine at approximately 1.3 mg/L) and pH promoting lead (IV) scales to control corrosion (Liggett et al., 2022). GCWW serves over 1.1 million customers through 3,180 miles of water mains (GCWW, 2021a).

In 1927, the City of Cincinnati stopped installing lead service lines (LSLs), yet some of those LSLs still remain. GCWW estimates they have a total of 39,165 service lines that are part or all lead, including 25,980 private, 13,085 full, and 100 public LSLs in their service area (GCWW, 2022).

Following EPA's 1991 Lead and Copper Rule, GCWW launched a lead reduction program (Arnette, 2020). For years, GCWW has replaced LSLs and used corrosion control treatment. In 2016, GCWW launched their Enhanced Lead Program, a two-tiered strategy that focused on consumer education and outreach (Tier 1) and removal of all LSLs (Tier 2) (GCWW, 2021b, Burlingame et al., 2018).

Building and Updating the Service Line Inventory

In 2000, GCWW began their effort to populate an inventory of public-side materials in GIS using billing system information, the branch or service line number, and water main project inspection reports (Arnette, 2020). Later, to develop an inventory of customer-side materials, GCWW created a new attribute in GIS for the customer-side material type (Arnette, 2020). To populate customer-side data, GCWW used the following sources of information (Arnette, 2020; Liggett et al., 2022; GCWW, 2016):

- Historical records and asset management records.
- Maintenance, repair, and replacement work.
- Work orders.
- Water main replacement inspections.
- Water main and service line records.

- Customer-initiated replacement inspection reports.
- Visual inspections.

Following the effort in 2000, GCWW found that at branch number 101808, the public service line materials transitioned from lead to copper. For the private side, GCWW also designated the service line as lead or copper based on their branch numbers as follows:

- Branch numbers 102000 or higher and diameter of 2 inches or less as copper.
- Branch numbers below 102000 as lead except if GCWW had evidence that the customer renewed the line, then designated as copper.

In 2016, GCWW created an electronic tool to collect information from their water main project inspections, update their inventory, and allow the information to be available to the public the next day (Arnette, 2020). This is accomplished using an electronic form on inspectors' phones created using Microsoft Power Apps. The information is sent directly to GIS Editors. A snapshot of this app is provided as Figure 1.

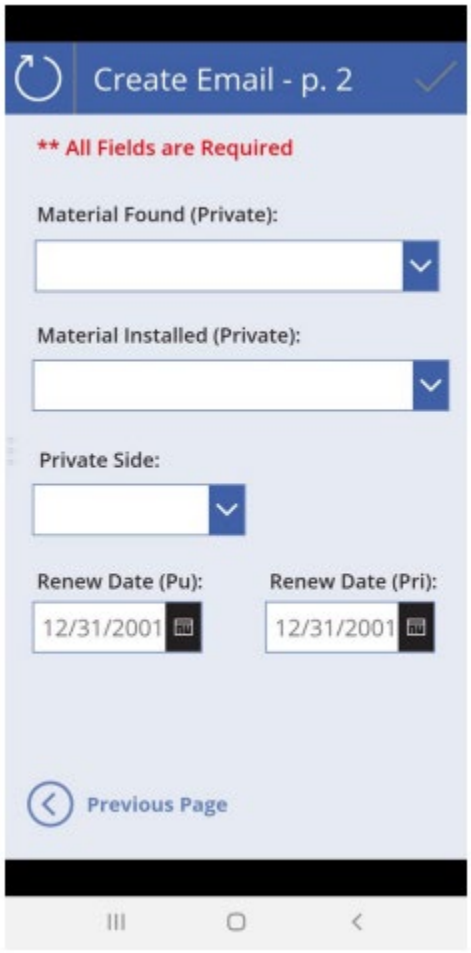


Figure 1: Screenshot of Water Main Project Inspection App (Arnette, 2020).

The inventory is continuously updated as GCWW retrieves more data, including information provided by customers who verify the service line material on their property using a scratch test and an online form on the GCWW website. Step-by-step instructions, along with contact information, are provided on GCWW's website (GCWW, 2021c). Figure 2 below shows a screenshot of the online form with instructions for customers to upload a picture of their meter setting to help identify the pipe material.

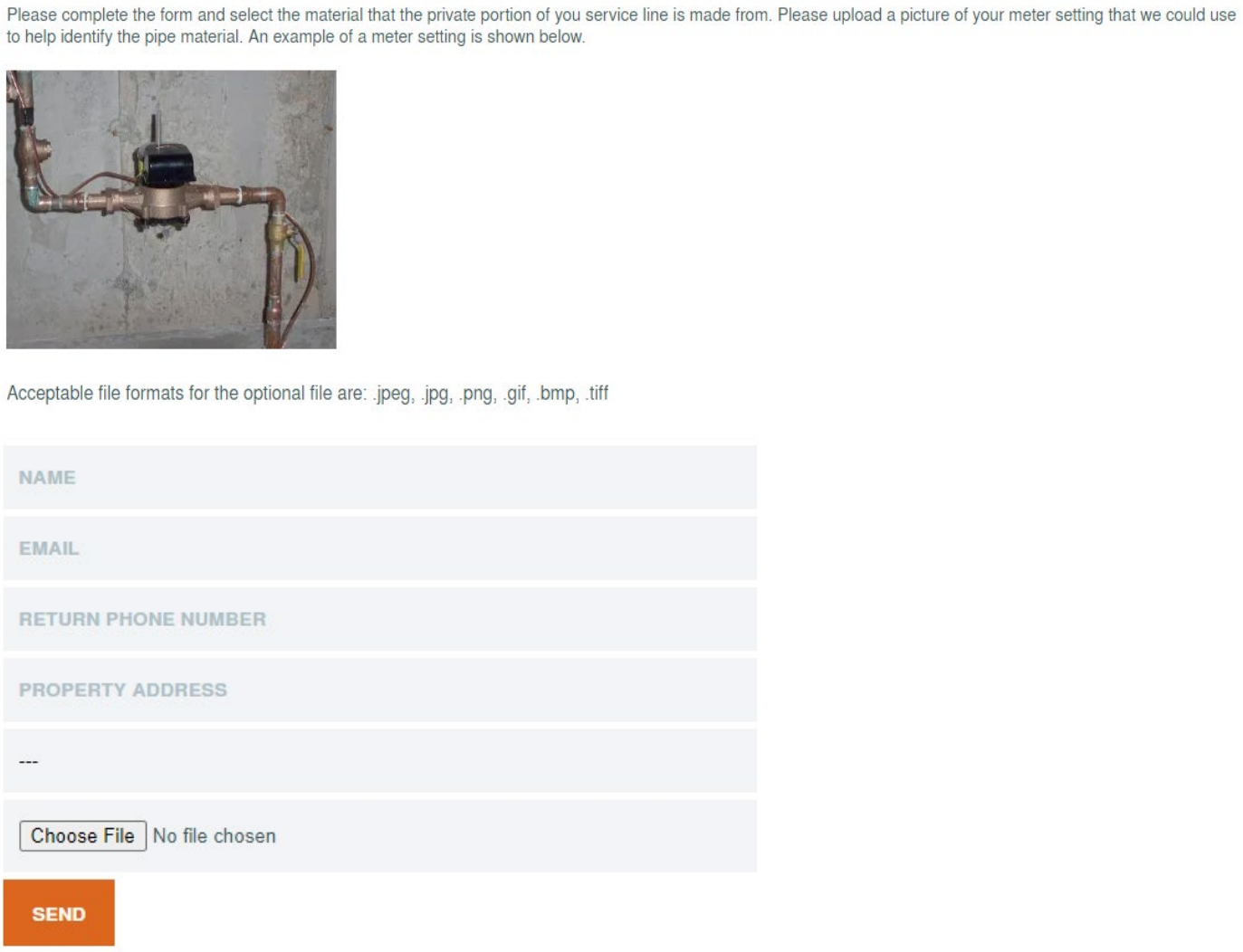


Figure 2: Screenshot of Instructions and Online Form from GCWW's website (GCWW, 2021c).

Interactive Public Inventory Map

GCWW developed the interactive Lead Look-up Map to provide the public with easy access to information from their service line inventory (GCWW, 2021d). After reading and accepting a disclaimer regarding the accuracy and use of the data (see Figure 3), users can search their address to view a map of their service lines and materials. The map includes a legend that identifies materials on the public and private side, shown as a divided rectangle (left side is public side and right side is private side). The map uses a combination of colors and symbology. A green checked box denotes non-lead, yellow and an X is lead, and gray and no symbol indicates no information. GCWW updates their map regularly as they retrieve more data. A snapshot of the map is provided in Figure 4.

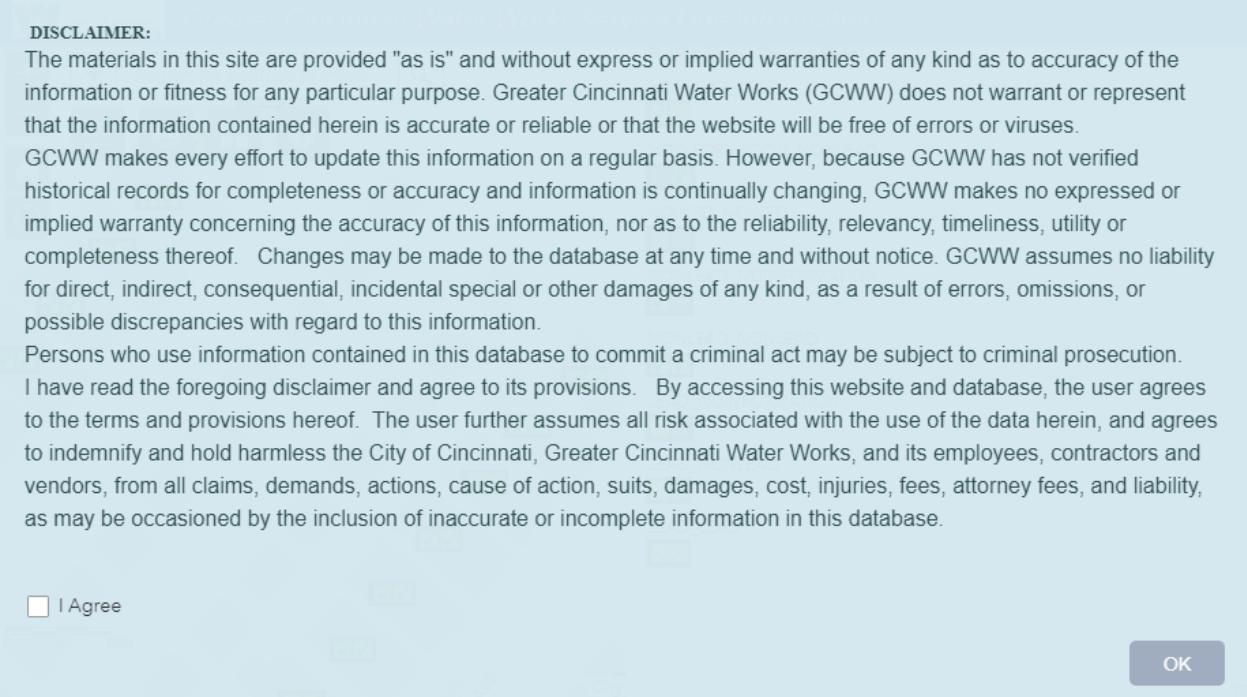


Figure 3: Screenshot of GCWW Disclaimer Language (GCWW, 2021d).

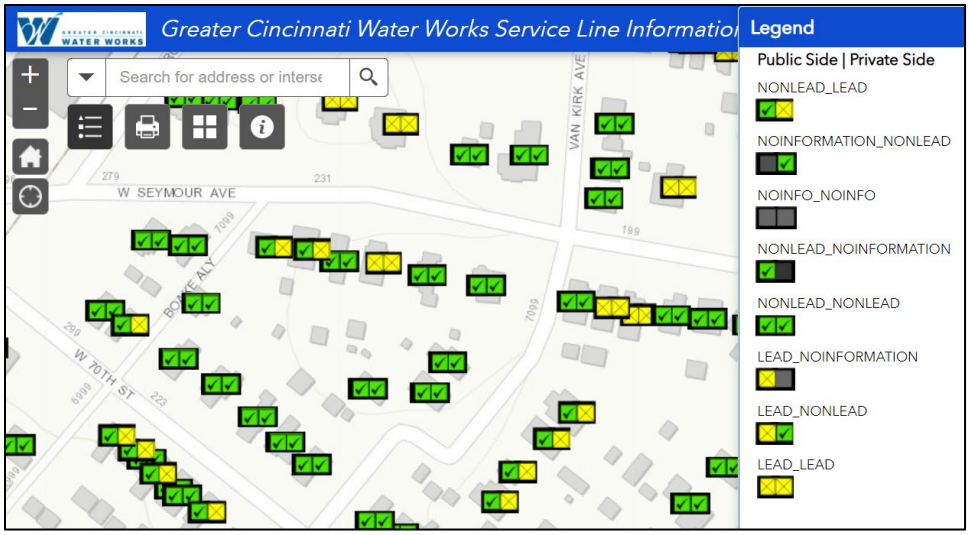


Figure 4: Snapshot of the GCWW Lead Look-up Map (GCWW, 2021d).

Summary of Main Points

- **Use Multiple Information Sources to Develop the Inventory.** GCWW used a variety of records to initially build the inventory and then verified and improved accuracy using a custom-built app as well as information provided by customers.
- **Develop User-friendly Tools.** It is important to ensure that public-facing tools are understandable by a range of users. Hiltner et al. (2019) found the GCWW map very comprehensible, especially in comparison to other similar tools. A visual, with clear legends can aid users' understanding. Providing property-specific LSL information, distinguishing private- and public-side information, being clear about what is not known, and choosing legend colors and icons carefully, are all factors that can improve the usability and understandability of a tool.

Resources

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Pittsburgh Water and Sewer Authority

Key Topics

- Dealing with Uncertain Historical Records
- Experience with Field Techniques
- Statistical (Predictive) Data Analysis
- Innovative Field Data Forms
- Example of the Continuous Improvement Approach

Background/Water Utility Description

The Pittsburgh Water and Sewer Authority (PWSA) provides water to 520,000 people in the Pittsburgh area (USEPA, 2021). Publicly owned and operated, the system produces a daily average of 69.6 million gallons of finished water (PWSA, 2021a). Approximately 965 miles of water lines and 11 tanks comprise the distribution system (PWSA, 2021b). Water is treated using a clarifier pretreatment system and rapid sand filtration system (PWSA, 2021c). In the spring of 2019, PWSA also optimized their corrosion control treatment by switching to orthophosphate, resulting in consistently lower lead levels (PWSA, 2021d). The initial water distribution system was put into service in 1828 and expanded over time through the early half of the 1900s (PWSA, 2021c). In November of 2020, PWSA estimated that in their system, there are 10,995 public and 28,171 private lead service lines (LSLs), and 14,440 public and 4,997 private service lines of unknown material (Liggett et al., 2022).

Inventory Approach

Unless otherwise noted, the source of information for the inventory approach is the 2021 Journal AWWA Article Developing and Verifying a Water Service Line Inventory. Duffy, D. and Pickering, W. (2021).

Overview

PWSA began updating their inventory of service line materials in 2016. To organize and publicize their service line inventory, PWSA launched an online Lead Map on their website (Figure 1). They update the map monthly as they gather more data. Users can search their unique address on the map to display the results for their service line materials on the public- and private-side, as well as to display the source of that data (Figure 2). Data sources include historical records, verification by excavation, replacement information, and curb box inspection (CBI) results.

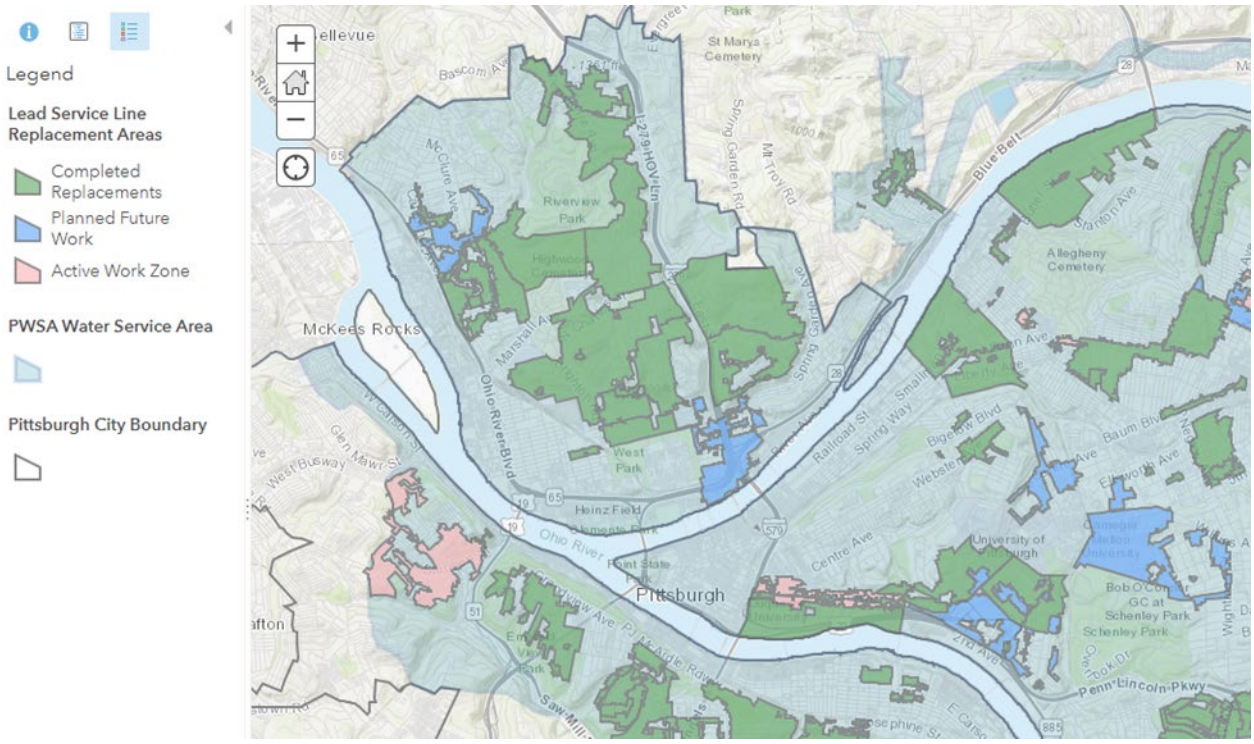

Figure 1: Snapshot of PWSA Lead Map (PWSA, 2021e).



Figure 2: Snapshot of a neighborhood in Pittsburgh, PA, as viewed on the PWSA Lead Map (PWSA, 2021e).

Dealing with Uncertain Historical Records

To begin their service line inventory update, PWSA reviewed historical drill records of water main tapping and material identification endeavors, and historical private-side service line inspections. PWSA digitized over 130,000 hard copies of these records and published them to their Lead Map.

Because many service lines had been maintained and repaired since being installed, PWSA found that only 63 percent of their historical records were accurate. Further, prior to 1984, water main tapping and material identification were only done on the public-side. Private-side service line inspection records had not been consistently updated or prepared at every drill record site. As such, PWSA has a disclaimer on their online Lead Map (PWSA, 2021e), cautioning that some of the historical records are inaccurate and that PWSA will update as more information becomes available. PWSA began gathering data through alternative approaches, including through the field techniques described below.

Experience with Field Techniques

PWSA began excavating curb stops where the location either had no historical record or had a record of lead. PWSA requires a minimum of 24 inches be excavated on each side of the curb stop because in many instances they found that the curb stop and small part of the service line had been replaced with non-lead materials but tied back into lead. PWSA used an ArcGIS Collector app to add a photo of each curb stop and log the type of service line materials. Although effective, this excavation process was slow, less efficient due to the larger required excavation size, and very costly to PWSA. In 2018 and 2019, PWSA spent $5 million excavating sites that they found to not contain LSLs.

To evaluate a more efficient service line identification approach, PWSA began doing CBIs using small cameras sent down into the curb stop where the public and private service lines were visible to identify the material. After inspecting approximately 15,000 locations in 2018, PWSA found that about 25 percent of the data was usable. Often, they were either unable to locate a curb box, reach the curb stop, or identify the service line material because of its degradation or the photo quality. When CBI identified lead, results were very accurate (97 percent of locations were verified as LSLs. However, lead was later discovered at 35 percent of locations identified by CBI as non-lead. Duffy and Pickering (2021) explain that this is because in some locations, the curb box and a small length of the service line was replaced but not the entire service line. PWSA began considering other ways to gather information on service line material, as described below.

Statistical (Predictive) Data Analysis

The University of Pittsburgh helped PWSA develop a model to predict service line materials at locations across their system. The model used data from various sources, including property assessments, tap sampling water results, and service line records, to predict what houses might also have lead levels in their water above 15 micrograms per liter (Hajiseyedjavadi et al., 2020). With an accuracy of 73 percent, the model was ultimately only slightly more accurate than the historical records. Thus, PWSA decided not to use the model to estimate service line materials but is using the model to prioritize LSL replacement areas.

Innovative Field Data Forms

PWSA developed specific service line and meter replacement work orders in the tablet-based application used by its utility workers and plumbers. Utility workers and plumbers update service line material observations and record data for any replacements they conduct. In addition, the Allegheny County Health Department (ACHD) uses an app for their plumbing inspectors to record data about the private-side service line inspections they complete. ACHD's app sends PWSA an email with the information logged during each inspection that helps PWSA update the private-side of their service line material inventory.

Example of the Continuous Improvement Approach

PWSA's approach to developing an inventory fits into the EPA-recommended **Continuous Improvement** framework to build and update the inventory using new and better data as follows:

- Upon identifying the action level exceedance in 2016, PWSA began updating their inventory of residential service line materials by reviewing historical records.
- PWSA began reviewing historical drill records and private-side service line inspections.
- Upon review, PWSA realized there were too many gaps, inaccuracies, and inconsistencies to solely rely on the historical records. The data were only 63 percent accurate.
- PWSA began exploring alternative approaches that would be more cost effective and increase accuracy.

They modified their approach for conducting excavations at the curb box to use cameras to try to reduce costs and improve the likelihood of finding LSLs. Although less invasive and reliable for identifying LSLs, CBIs were less reliable for confirming that no LSLs were present. Then PWSA experimented with predictive modeling but found that the model was only slightly more accurate than historical records. Thus, PWSA decided not to use predictive modeling to estimate service line materials but instead uses it to prioritize LSL replacements.

PWSA has found that no one method is superior to all others and that a combination of methods works best (see Lessons Learned).

Lessons Learned

Duffy and Pickering (2021) provided a summary of lessons learned from their efforts to build a service line inventory:

- **Use Multiple Data Collection Methods.** Although PWSA could not solely depend on historical records and CBI to update the service line inventory, these methods added value to the inventory and ultimately helped refine PWSA's approach. Further, although the predictive data analysis could not be used to estimate service line materials, PWSA is using that analysis to prioritize lead service line replacement areas.
- **Understand Your Historical Data and Limitations.** Upon further evaluation, PWSA discovered that water main replacements before the 1970s only replaced a few feet of service line. Thus, they could not classify all water main replacements as non-lead.
- **Use Electronic Forms and Apps.** PWSA developed multiple apps and tools along the way, including their Lead Map and ArcGIS Collector app. The map is user-friendly and consistently updated. The app eases the service line material reporting process for workers. In short, the tools meet the needs of both the back-end and front-end users.

Resources

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Appendix C: Instructions for Self-Identifying LSLs and Information When Water System Conducts Verification

Examples of Customer Service Line Material Identification Instructions

- Philadelphia Water System
- Rockford, Illinois
- Newark, New Jersey
- Washington, DC

Water Service Verification Materials from Menasha, WI

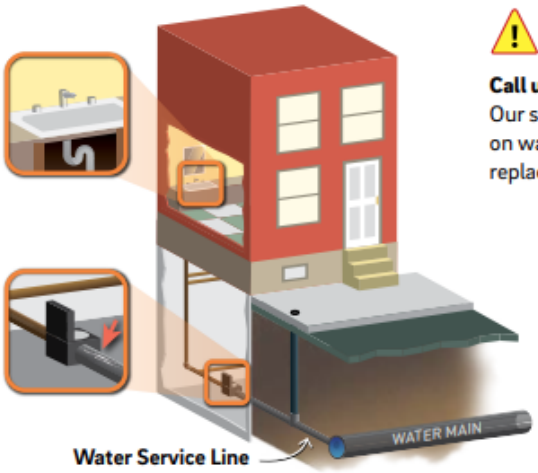
Philadelphia Water System Customer Instructions for Self-Identifying LSLs

PHILADELPHIA WATER DEPARTMENT

How to check your water service line material

The City's water mains are not made of lead. However, the water service line running from the water main to your home may be made of lead or steel.

Lead can also be found in older brass fixtures and valves and in old solder or epoxy, where pipes are joined.



You can test the water service line where it connects to the water meter in the basement.

Water Service Line
May be made of lead, copper, galvanized steel or plastic.

For any questions about lead in your water:

Call us at (215) 685.6300.
Our staff will provide information on water testing, safety tips and replacement options.

Possible Pipe Materials

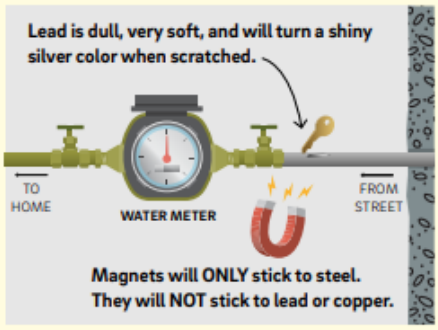


Follow these steps:

You will need:

- Key or a coin
- Strong refrigerator magnet

1. Find the water meter in your basement. Look at the pipe that comes through the outside wall of your home and connects to your meter.
2. Carefully scratch the pipe (like you would a lottery ticket) with a key or a coin. Do not use a knife or other sharp tool. Take care not to make a hole in the pipe. If the scratch turns a shiny silver color, it could be lead or steel. **NOTE:** If pipe is painted, use sandpaper to expose the metal first.
3. Place the magnet on the pipe. If a magnet sticks, it is a steel pipe.



Other ways you can check for lead:

- **Purchase a lead test kit at a hardware or home improvement store.** These kits test what the pipe is made from—not the water inside. Look for an EPA recognized kit.
- **A licensed and insured plumber can inspect your pipes and other plumbing for lead or steel. Replacing an older brass faucet or valve might reduce the lead in water.**

12/7/21

Source: https://www.phila.gov/media/20211208161245/HowToCheckYourServiceLineForLead-21.12.07.pdf.

Rockford, IL System Customer Instructions for Self-Identifying LSLs

Pipe Identification Procedures

How To Identify A Lead Water Service Pipe

Tools Needed:

Flathead Screwdriver, Refrigerator Magnet & A Penny (or other coin)

Step 1:
Locate the water service line coming into the building.
This is typically found in the basement. An "inlet valve" and the water meter are installed on the pipe after the point of entry.

Identify a test area on the pipe between the point where it comes into the building and the inlet valve. If the pipe is covered or wrapped, expose a small area of metal.



Step 2:
Scratch the surface of the pipe.
Use the flat edge of a screwdriver or other tool to scratch through any corrosion that may have built up on the outside of the pipe.

Step 3:
Compare your pipe to the chart below.
Each type of pipe will produce a different type of scratch, react to the magnet differently and produce a unique sound when tapped with a metal coin.



Lead Pipes

The Scratch Test
If the scraped area is shiny and silver, your service line is lead.

The Magnet Test
A magnet will not stick to a lead pipe.

The Tapping Test
Tapping a lead pipe with a coin will produce a dull noise.



Copper Pipes

The Scratch Test
If the scraped area is copper in color, like a penny, your service line is copper.

The Magnet Test
A magnet will not stick to a copper pipe.

The Tapping Test
Tapping a copper pipe with a coin will produce a metallic ringing noise.



Galvanized Pipes

The Scratch Test
If the scraped area remains a dull gray, your service line is galvanized steel.

The Magnet Test
A magnet sticks to a galvanized pipe.

The Tapping Test
Tapping a galvanized pipe with a coin will produce a metallic ringing noise.

THE CITY OF ROCKFORD ILLINOIS, USA

Source: https://rockfordil.gov/city-departments/public-works/water-division/lead-and-drinking-water/. Accessed November 2, 2021.

Newark, NJ Customer Instructions for Self-Identifying LSLs

HOW DO I CHECK MY SERVICE LINE'S MATERIAL?

To find out if you have a copper, lead or galvanized steel service on your property, you (or your landlord) can perform a Materials Verification Test on the water service line where it connects to the water meter to determine the material of the water service line on your property.

Please follow the steps below, and then send the results of the test along with your address to info@newarkleadserviceline.com. The City of Newark will include your results in their water service line inventory records.

What You Need

- A house key or coin
- A strong refrigerator magnet

Steps to Check Your Service Line

1. Find the water meter on your property.
2. Look for the pipe that comes through the outside wall of your home and connects to your meter.
3. Use a key or coin to gently scratch the pipe (like you would scratch a lottery ticket). If the pipe is painted, use sandpaper to expose the metal first.
4. Place the magnet on the pipe to see if it sticks to the pipe.
5. Determine your pipe material and send your results and address to info@newarkleadserviceline.com

Your Test Results



If your pipe is **copper**:
The pipe may appear dull brown on the outside but will be the color of a bright penny if gently scratched. A magnet won't stick to a copper pipe.

Newark, NJ Customer Instructions for Self-Identifying LSLs (continued)



If your pipe is **lead**:
The pipe will appear dull and soft but will turn a shiny silver color when scratched. A magnet won't stick to a lead pipe.



If your pipe is **galvanized steel**:
The scratched area will remain a dull gray, and a magnet will stick to the surface. If you have a galvanized steel pipe, you may still have a lead gooseneck on your service line.

Please send your results and address to info@newarkleadserviceline.com

I PERFORMED A VISUAL INSPECTION OF MY LEAD SERVICE LINE. WHAT IF I AM STILL NOT SURE ABOUT MY LEAD SERVICE LINE MATERIAL?

If you tested your water service line, and are still unsure of your lead service line material, the City will visit your home to inspect your service line at no cost to you. To schedule an inspection, contact the Lead Service Line Replacement Team at (973) 733-6303 or email waterandsewer@ci.newark.nj.us

ARE THERE OTHER WAYS I CAN CHECK TO SEE IF I HAVE A LEAD SERVICE LINE?

For more information on identifying a lead service line, including NPR's interactive tool for lead pipe identification, visit https://www.lslr-collaborative.org/identifying-service-line-material.html

Lead test kits to test the pipe can be purchased at your local hardware store. Look for an EPA recognized kit. You can purchase an EPA-approved lead test kit at https://www.epa.gov/lead/lead-test-kits or https://www.amazon.com/dp/b008bk15pu

For questions about lead in water or testing your water service line, contact the Lead Service Line Replacement Team at (973) 733-6303 or email waterandsewer@ci.newark.nj.us

Source: https://www.newarkleadserviceline.com/check-your-line. Accessed December 21, 2021.

DC Water Customer Instructions for Self-Identifying LSLs

dc water is life

Water Service Pipe Material Identification

	Lead	Galvanized Iron	Copper	Brass
Outer Appearance	Dull gray, bendable; Often curves between wall/floor and valve	Dark gray or black; Straight rigid pipe	Brown; Can have green corrosion spots	Brown; Can have green corrosion spots
Threads at connections	None	Yes	None	Yes
Scratch Test (coin or key)	Shiny silver	Hard to scratch, remains gray	Copper, like a penny	Gold color
Magnet Test	Does not stick	Magnet WILL stick	Does not stick	Does not stick

Lead



Galvanized Iron



Copper

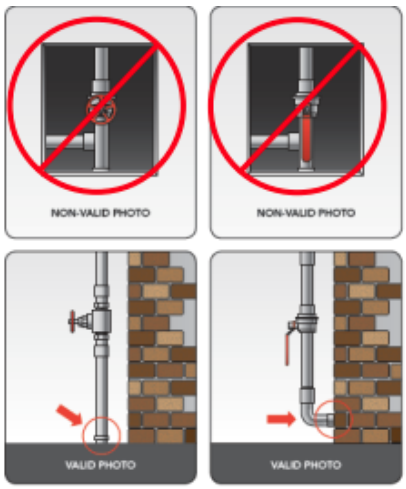


Brass



DC Water Customer Instructions for Self-Identifying LSLs (continued)

Step 1
Locate the water service line entering the building. You need to see the pipe where it comes through the floor or wall. In the basement or lowest floor, or whole-house water shut-off valve nearby.

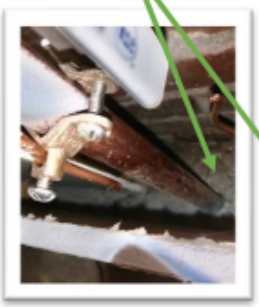


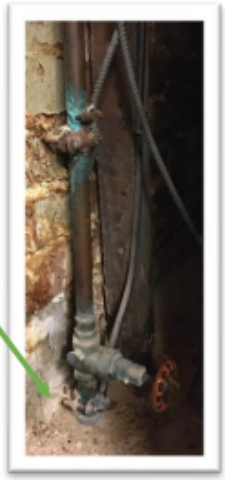


Cannot see where pipe comes through - try to pull back insulation and use phone camera to view pipe at breakthrough.

Step 2
Use Pipe Material Identification Sheet
- Look for threads at connections.
- Scratch pipe with a coin or key to reveal the metal. You may need to scratch through corrosion or paint. Lead is soft and scratches easily.
- See if a kitchen magnet sticks to the pipe. A magnet will not stick to a lead pipe.

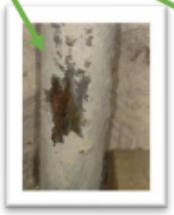
Pipe coming through floor







Step 3
Take three (3) photos.
1. Pipe coming through wall or floor.
2. Closer view of pipe with scratch.
3. Further view of pipe that includes shut off valve.

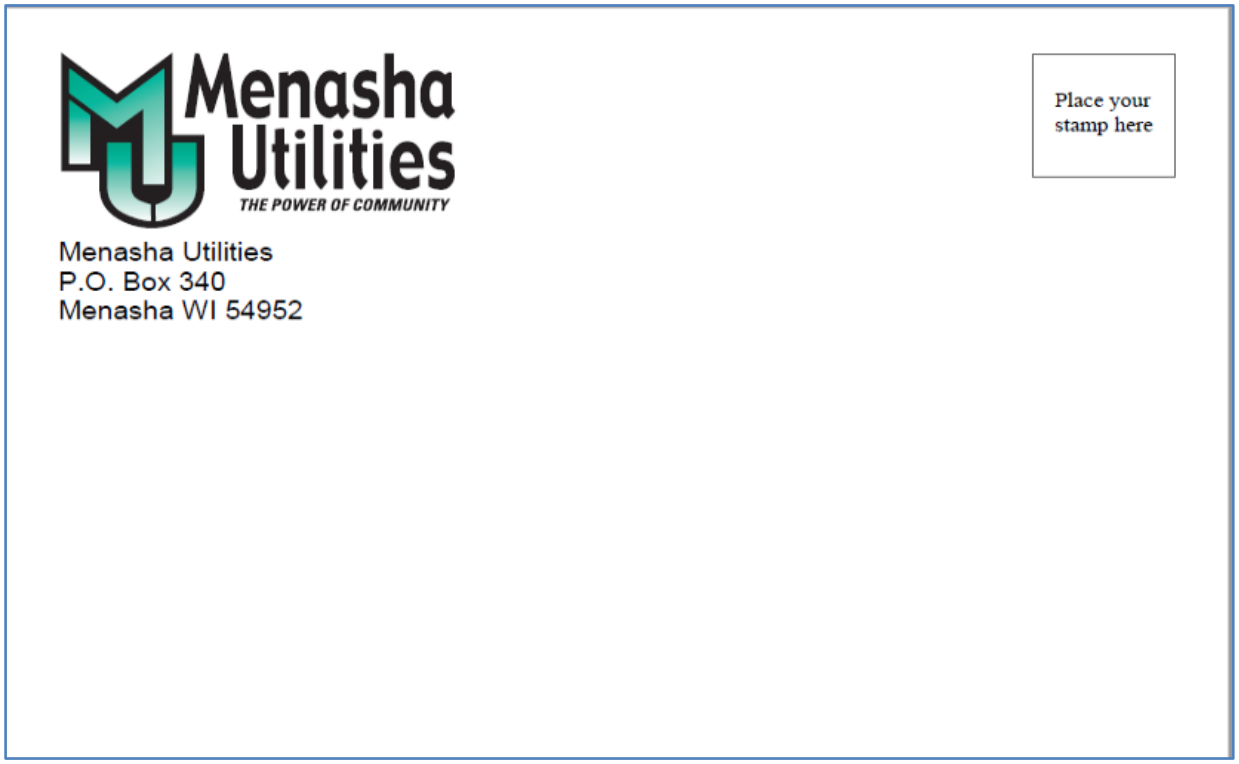




Step 4
Send photos to leadtest@dcwater.com.

Source: https://www.dcwater.com/sites/default/files/Lead-Testing/DCWPipeMaterialIdentificationGuide_2021.pdf.

Customer Information When System Verifies Customer Service Line Material – Menasha Utilities Postcard



Menasha Utilities
THE POWER OF COMMUNITY

Menasha Utilities
P.O. Box 340
Menasha WI 54952

Place your stamp here

Action Required

Dear Menasha Utilities Customer:

Menasha Utilities Water Department does not have record of your water service pipe material

We are updating our records and working toward a lead free water supply for our customers. We would like to verify and confirm the type of water service coming from the water main in the street to your home. The appointment will take approximately five minutes and we will need to access your water meter usually located in your basement.

Please call the Water Distribution Department at **920-967-3431** to schedule an appointment between the hours of 7:00 a.m. and 3:00 p.m. Monday thru Friday.

For more information visit our website: www.menashautilities.com/water-department.

Thank you in advance for your cooperation,

[Insert Contact information]

Customer Information When System Verifies Customer Service Line Material – Menasha Utilities Information When Appointment is Scheduled

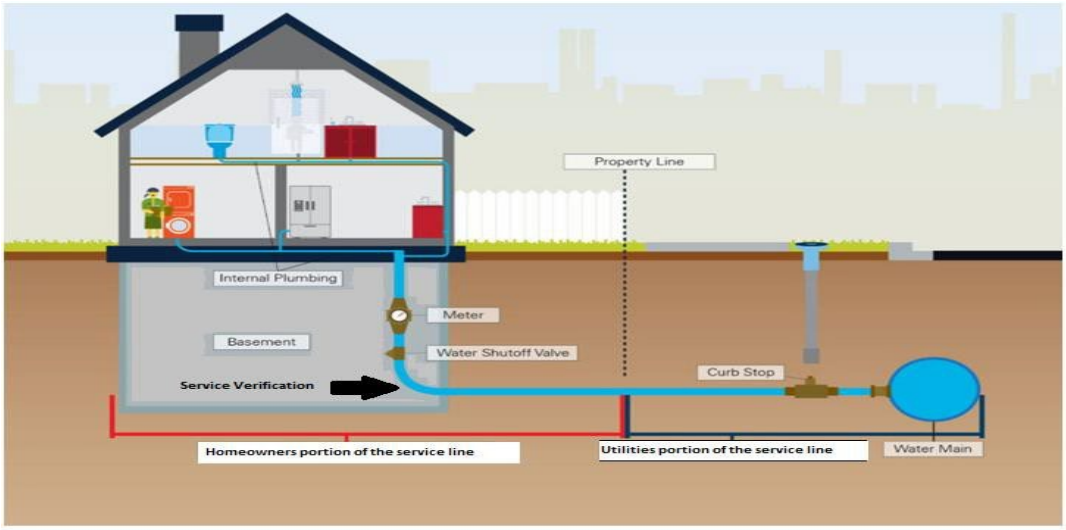
Water Service Verification

Appointment Expectations

Water service lines can be made of lead, copper, galvanized steel, or plastic. Without excavating the service line to expose the pipe, Menasha Utilities employees can determine the pipe material by locating the pipe that connects the water meter to the water main (usually in the basement). Once the pipe is located, employees will conduct a scratch test and find out if the pipe is magnetic to determine the service line material. Images of the different service line materials are shown below.

Reminders

- All Menasha Utility employees have photo identification. Please request to see credentials if they are not visible.
- Someone 18 years or older must be present for the entire appointment.
- Please secure and maintain control of pets.
- Menasha Utility employees will need a safe and clear path to access the water meter.



Menasha Utilities Information When Appointment is Scheduled (continued)

<table>
<tr>
<td>

- Bronze to brown in color
- Not magnetic
- When scratched the pipe will shine like a penny



</td>
<td>

- Blue or black
- Not magnetic
- When scratched the pipe does not change



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<tr>
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- Dull gray color
- Magnetic
- Very hard when scratched



</td>
<td>

- Dull gray color
- Not magnetic
- Soft and shiny silver when scratched



</td>
</tr>
</table>

Source:
https://www.menashautilities.com/sites/menashautilities.com/files/Water%20Service%20Verifications%20webpage%20content%202019.pdf. Accessed November 29, 2021.

Appendix D: Summary of Lead Ban Provisions by State

Below is a summary of the 1986 lead ban provisions by EPA Region and then by state. The tables have been recreated with some modification to the format from Table 3-1 of EPA's Lead and Copper Rule Guidance Manual. Volume I: Monitoring (USEPA, 1991b), but the content has not been updated. Thus, water systems should verify the lead ban effective dates with their states.

	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
EPA Region I	Connecticut	Yes	Public Act No. 66-192; Sec. 29-261 General Statutes; State Plumbing Code	12/31/88	Governor 03/29/89	X	X	X	Requires solder warning label
	Maine	Yes	Internal Plumbing Rules 10-144A CMR238; Chapter 9,8,10; Chapter 3, Table 3,5; and Chapter II.D.1	08/01/87	Commissioner, Dept. of Human Services 02/23/89	X	X	X	State purchased Pb solder test kits for inspectors, etc. to use in field testing.
	Massachusetts	Yes	State Plumbing Code, 2-18 CMR; Pg. 55, 201, 208, 207	01/01/86	Commissioner, Dept. of Env. Protection 03/08/89	X	X	X	
	New Hampshire	Yes	State Plumbing Code, Chapter ??? 700, Part ??? 701	08/01/87	Governor 03/28/89	X	X	X	Adopted BOCA
	Rhode Island	Yes	Regulation S.B.C.-3; Article 4, P402.3 and P402.4; and Article 5, P508.4 and P509.5	01/01/87	Governor 03/28/89	X	X	X	Adopted BOCA
	Vermont	Yes	VT Residential plumbing code, ABC Envir. Protection Rules for public buildings	12/28/88 09/10/82	Commissioner of Health, 03/27/89	X	X	X	New legislation eff. June 1989 consolidating plumbing codes and clarifying lead ban.

	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
EPA Region II	New Jersey	Yes	Uniform Construction Code, Plumbing Subcode 5:23-3,15	02/02/87	Governor 02/02/89	X	X	X	Pipe is covered under Bureau of SDWA Regulations
	New York	Yes	Executive Law, Section 905,5 of Titles 9 NYCRR	01/01/86	Commissioner of Health 01/11/89	X	X	X	Lead ban law; Load labeling law
	Puerto Rico	Yes	Planning Board Regulation #7 (Building Regulation) Article V- 8-10	06/19/88	Governor	X	X	X	
	Virgin Island	Yes	VI Interim Primary DW Standards Title 12, VI Rules & Regs. Chapter 51, Section 1303	02/06/89	Governor 02/06/89	X	X	X	

	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
EPA Region III	Delaware	Yes	State Plumbing Code, Section 119 Chapt. 79, Sec. 7906; Chapt. 1, Sec. 122e	06/17/88	Secy. Dept. Health & Social Services	X	X	X	Adopted BOCA
	D.C.	Yes	D.C. Plumbing Code Supplement of 1986, Article 5	08/19/88		X	X		Requires PN; bans>8% pipe, but not fittings
	Maryland	Yes	COMAR 09.20.05.02., 09.20.11.10E,0901.01.09/ 01.03	08/16/88	Secy. Environment 09/15/88	X	X	X	Effective 03/30/89 for pipes and fittings
	Pennsylvania	No	Plumbing System Lead Ban and Notification Act of 7/69	01/06/91		X	X	X	Act also bans the sale of materials that are not lead free
	Virginia	Yes	Uniform Statewide Plumbing code P-501.7.3, P-501.8.4 and P-210-1,4	04/01/86	Governor	X	X	X	Adopted BOCA 04/15/87

	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
	West Virginia	Yes	Legislative Rules, Dept. of Health, Plumbing Requirements 64 CSR 57	06/19/88	Governor	X	X	X	Requires PN

	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
EPA Region IV	Alabama	Yes	State Lead Ban Act, ADEM Admin. Code R.335-7-11-05	05/10/88 01/89	Governor/ADEM Director	X	X	X	
	Florida	Yes	Florida Statues, Subsection 553.11 and 553.06	06/10/88 12/88	Governor/DER Secretary	X	X	X	Dept. of Community Affairs to adopt amended State Plumbing Codes
	Georgia	Yes	State Plumbing code, Section 402.1, Section 114.5, and Section 1109.1; State Regs.	07/87 01/89		X	X	X	
	Kentucky	Yes	State Plumbing Code, Section 17, PC-60-3	01/04/88	Commissioner of Bd. Of Housing Mgr. D.w. Branch	X	X	X	Formalization of enforcement procedures with the Div. of Plumbing with the next few months. (11/90)
	Mississippi	Yes	Board of Health, Envir. Regs. Division 300-Water Supply, Part 301 Section 301.5(c)	04/13/88 05/88	Exec. Secy. Bd. Of Health/Asst. Dir. Div. Water Supply	X	X	X	Requires PN
	North Carolina	Yes	State Plumbing Code Volume II, Section 602.4 (solder & flux) Section 1008 (solder, pipe, flux)	03/87	Comm. of Insurance/head Public Water Supply Branch	X	X	X	Requires PN

	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
	South Carolina	Yes	State SDWA, 61-58.4 (1)	11/88	Chief Bureau DW Program	X	X	X	Requires PN; State Plumbing Codes expected to be amended during next legislative session.
	Tennessee	Yes	Tennessee Code Annotated, Title 88, Chapter 13, Part 7	03/18/88	Governor/Dir. Div. Water Supply	X	X	X	

EPA Region V	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
	Illinois	Yes	Illinois Administrative Code, Chapter 1, Section 890.620d	04/86	Dir. Of H. EPA & Dir. Of Dept. of Health, 09/13/88	X	X	X	
	Indiana	Yes	IN Plumbing Code, title 675, Sec 7 Subsec. 113g and Sec. 602, Subsec. d	03/01/87	NA	X	X	X	
	Michigan	Yes	Mi Construction Code Act	06/07/88	Governor 11/21/88	X	X	X	
	Minnesota	Yes	Minnesota Statues, Chapter 326, Section 326 371, MN Plumbing Code	06/01/85	Comm. Of Health 09/27/88	X	X	X	Sellers of lead solder must display warning sign.
	Ohio	Yes	OH Basic Building Code	09/12/88	OH EPA & Governor 9/26/88	X	X	X	
	Wisconsin	Yes	Wisconsin Administrative Code	1986	Governor 09/28/88	X	X	X	

	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
EPA Region VI	Arkansas	Yes	State Plumbing Code, 10.1.6 and 10.1.7	06/01/88	Governor Bill Clinton 06/16/88	X	X	X	
	Louisiana	Yes	State Sanitary Code, chapter XII (Water Supplies)	09/20/88	Dept. Asst. Secy. of Dept. of Health & Hospitals 09/12/88	X	X	X	Requires PN
	New Mexico	Yes	State Plumbing Regulations	04/01/87	Governor Garrey Carruthers 12/06/88	X	X	X	Requires PN
	Oklahoma	Yes	Rules and Regulations Governing Plumbers	05/06/87	Governor Henry Bellman	X	X	X	Adopted BOCA
	Texas	Yes	Rules and Regulations for Public Water Systems, 337.206(b)	07/01/88	Governor Clemenis 09/29/88	X	X	X	

	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
EPA Region VII	Iowa	Yes	IA Administrative Code, Chapters 40 and 41	09/14/88	Larry Wilson Exec. Fir. Of IDNR	X	X	X	Requires PN
	Kansas	Yes	KS Statutory Authority 65-1710 and 65-171R	04/19/88	Dr. Stanley C. Grant Secy. KDHE	X	X	X	Requires PN
	Missouri	Yes	10CSR 60-10.040 and 60-8.020; and MS Released Statues, Chapters 311.060	08/31/88	Dr. F. Brunner Dir. MDNR	X	X	X	Requires PN
	Nebraska	Yes	NB Safe Drinking Water Act, Title 179, Chapter 2, Sections 003, 004, 005	05/88	Greg Wright, Dir. Dept of Health	X	X	X	Requires PN

	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
EPA Region VIII	Colorado	Yes	CO Plumbing Code, Chapters 8 and 10	01/31/88	Governor 11/21/91	X	X	X	Adopted Uniform Plumbing Code
	Montana	Yes	Administrative Rules, 8.70.304, Plumbing Permits (4)	12/31/87	Chief, Water Quality Bureau, 10/11/88	X	X	X	
	North Dakota	Yes	State Plumbing Code, Sections 62-03--033,1-08(5), 63-03-04-02(4)	01/01/88	Governor 09/19/88	X	X	X	
	South Dakota	Yes	State Plumbing Code	09/03/87	Secy. Dept. of Water Resources	X	X	X	
	Utah	Yes	State Plumbing Code	04/24/89	Dir. Division of Env. Health 03/08/89	X	X	X	
	Wyoming	No	The Region is trying to implement a lead ban at the local level while pursuing the adoption of a state lead ban.						

	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
EPA Region IX	Arizona	Yes	AZ Revised Statues, 49-353.A2(k) and 49-353.B	08/18/87	Governor 08/28/88	X	X	X	Requires PN, Adopted uniform plumbing code.
	California	Yes	Health and Safety Code, SB164 Sections 300.6 and 300.7	07/01/86	Gov. George Daukmejian, 03/28/89	X	X	X	Effective 01/01/88 for pipes solder warning label
	Hawaii	Yes	HI Revised Statues, Chapter 340B	06/05/87	Dir. Dept. of Health 03/22/89	X	X	X	Requires PN; fines
	Nevada	Yes	NAC, Chapter 445,412, Revised Statues	01/89	State Health Officer 02/18/89	X	X	X	Requires PN
	American Samoa	Yes	AS D.W. Regs. Sec. 25.0431.1	01/89	Yes	X	X	X	
	N. Mariana Is.	Yes	CNMI Drinking Water Regs. Section 5.51	03/13/89	Gov. Pedro Tenorio 03/13/89	X	X	X	
	Guam	Yes	Revised Uniform Plumbing Code, 1988	03/01/88	Gov. Joseph p. Ada, 04/07/89	X	X	X	
	Rep. of Palau	NO							Trust Territory

	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
EPA Region X	Alaska	Yes	Section 1, AS 18.60.705	06/05/88	Governor, 04/11/88	X	X	X	Covers all water systems as of 4/89
	Idaho	Yes	Idaho Code Chapter 26, Title 54	08/11/88	Governor, 03/30/89	X	X	X	Adopted Uniform Plumbing Code
	Oregon	Yes	Health Division Rules 333-61-020, 333-61-040 and 333.61.087	09/04/84	Governor, 03/10/89	X	X	X	Warning Labels; removal of lead service lines; public notification lead flux was banned in 1988
	Washington	Yes	State Building code, Chapter 551-16 WAC, Section 15-16 060	04/27/87 03/17/88	Governor, 03/30/89	X	X	X	

	State	Implemented Lead Ban	Method	Date Effective	Certification Signature	Requires Solder	Use of Flux	Lead Pipe	Notes
Total	All	Yes: 54 No: 3				56	56	55	

Appendix E: Michigan Minimum Service Line Verification Requirements

In 2018, Michigan EGLE revised their regulations to require systems to prepare a complete distribution system materials inventory by January 1, 2025. One goal of the materials inventory is to " . . . Demonstrate through physical verification that the inventory is accurate." Michigan designed their verification process using the principles outlined in their "Minimum Service Line Verification Requirements (Michigan EGLE, 2021). These requirements in their entirety are provided as Appendix E.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

MINIMUM SERVICE LINE MATERIAL VERIFICATION REQUIREMENTS

A reliable inventory of potable water service line materials is important for service line replacement planning, effective asset management, and notification of citizens served by lead service lines. Reliability and completeness of service line records can vary both across and within water supplies; therefore, it is important that supplies take steps to verify service line materials and records. Water supplies are not expected to physically verify every service line, but rather a statistically sound subset. To effectively evaluate the accuracy of service line records and/or predict service line materials, a representative, uniformly random number of service lines must be physically verified.

Information gathered through random material verification processes provides:

- A verified estimate of the proportion of each service line material and material configuration across the distribution system, providing a sound basis for planning service line replacement and notification efforts.
- A basis for evaluating the reliability of existing service line material records and identifying areas where additional physical verification or information may be needed. For water supplies with high confidence in existing records, this may serve to demonstrate that records are, in fact, reliable.
- A baseline data set for predicting materials at other locations (in combination with other information).

This random material verification process does **NOT** provide:

- The service line material configuration of every building served; or
- The extent to which specific areas of the distribution system may differ from the system-wide average occurrence rate of each service line material.

Verification Exceptions:

- A water supply may avoid the material verification process if all potable water service lines within the water supply meet the strict definition of "known" described below.
- Water supplies may exclude from this verification service lines four inches or more in diameter. Guidance for addressing these service lines as part of the Complete Distribution System Materials Inventory (CDSMI) will be provided separately.

Timing of Verification:

It is recommended that water supplies conduct this verification early enough in the CDSMI process to allow sufficient time for additional work, as needed, before the CDSMI is due to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) by January 1, 2025. Consider completing this verification by the end of 2022, thereby allowing an additional two years to undertake any additional activities that may be necessary to complete the inventory.

Random Material Verification Process

To evaluate the accuracy of potable water service line records and/or predict service line materials, a statistically sound, uniformly random number of service lines should be physically verified. Some supplies have already conducted recent physical verifications and/or have controls in place that dictate service line materials, resulting in a very high level of confidence in the materials of some

service lines. In recognition of this, the following protocol requires random verification of only those service lines of "unknown" material.

For the purpose of this verification, a **conservative** approach is used to determine when a service line's material can be characterized as "known" and be excluded from the verification process.

To be considered "known," and therefore excluded from the pool of sites from which a random sample will be drawn, a service line must meet criteria 1 or 2 below:

1. The service line was recently[1] physically verified and all of the following apply:
   - **ALL** points, as defined in Step 5 below, were recently physically verified;
   - The physical verification was **well documented** as to the material at each point; **AND**
   - The water supply has **not observed deviations** from these records during operations and maintenance.

OR

2. Ordinances or controls were in place and all of the following apply:
   - Ordinances[2] or other controls[3] were in place at the time the service line was installed specifying materials used in service line construction **AND**
   - The water supply has **not observed deviations** from these ordinance(s) or control(s) during operations and maintenance.

Any service line that does not meet one of the two criteria above is considered "unknown" for the purpose of this verification process and should be included in the list of locations from which a set of sites will be uniformly randomly selected for verification.

>>NOTE: Service lines four inches or more in diameter may be excluded from the verification process.

>> NOTE: This definition of "known" and the three- or four-point verification process described below in Step 5 **are specific to this baseline verification process** and may not apply to other aspects of the CDSMI. Further guidance on completing the rest of the CDSMI will be provided at a later date.

---

[1] "Recently" in this context is water supply-specific. Supplies must define recent to include a time after which its records have been demonstrated to be reliable. No records prior to 1989 may be considered recent for the purpose of this portion of the verification process. The use of lead service lines was officially prohibited in Michigan in 1988; therefore, the health risk due to unreliable records is higher before this date. This does not mean service line records prior to 1989 have no value. They may have great value in finalizing a system's CDSMI, but they cannot be used to exclude a location from the pool of sites from which random sites are selected for this verification.

[2] An ordinance is defined as: A law, statute, or regulation enacted by a municipal corporation. An ordinance is a law passed by a municipal government. A municipality, such as a city, town, village, or borough, is a political subdivision of a state within which a municipal corporation has been established to provide local government to a population in a defined area.

[3] A control, for the purposes of this guidance, is defined as: A general set of approved specifications or binding construction documentation that explicitly demonstrates that there were controls in place dictating the material usage in all public and private portions of a service line. Any controls must first have been explicitly adopted by the water system or directly defined for each blueprint used in construction.

Material Verification Process Steps

Step 1: Identify all potable water service lines of "unknown" material.

Identify all potable water service lines of "unknown" material (i.e., those not meeting the criteria of "known" provided above). Determine the total number of these "unknown" service lines. Service lines four or more inches in diameter may be excluded from this verification process.

Note: For the purpose of this verification process, assumed service line materials cannot be used to classify a service line as "known."

Step 2: Identify how many service lines should be physically verified.

- Water supplies with fewer than 1,500 "unknown" service lines must physically verify at least 20 percent of the total number of "unknown" lines.
- Water supplies with 1,500 or more "unknown" service lines must physically verify enough lines to reach a 95 percent confidence level. See **Appendix A** to determine the number of service lines requiring verification.

Step 3: Randomly select service lines for physical verification.

From the list of "unknown" service lines identified in Step 1, randomly select enough service lines to at least meet the number requiring physical verification as determined in Step 2. Selection must be uniformly random and not selected based on any specific criteria which can introduce bias. In other words, each "unknown" service line must have an equal chance of being chosen for verification.

See **Appendix B** for an easy way to generate a uniformly random set of locations for verification.

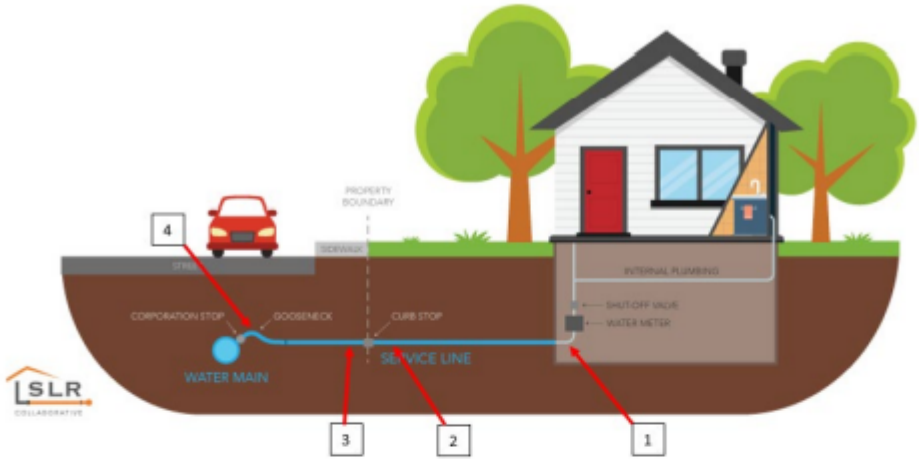
Note: It may be tempting to introduce a "logic" to the site selection process, such as selecting within periods of construction or targeting portions of town. However, doing so can unintentionally bias the data set. Be certain to use a truly random selection method such as the one described in Appendix B.

Step 4: Create a tool for tracking records and materials during verification.

Create a spreadsheet (or other tracking mechanism) containing the randomly selected locations identified in Step 3. Include columns or fields for tracking both existing records and results of the physical verification. In this step, enter currently available information about service line materials based on pre-verification records. See **Appendix C** for an example spreadsheet.

Step 5: Conduct three- or four- point physical verification.

Three or four points of physical verification are required for each service line. Physical verification methods may include potholing (by a variety of methods including hydro-vac, air-knifing, hand digging, etc.), trenching, televising, and in-home inspections. Always record the actual material observed for each point described below, even if the material was as expected. Do not use "non-lead" to describe the material.



Each service line requiring verification **must have the following three or four points physically verified** (numeric bullets refer to the numbered location in the illustration above):

1. **Interior portion** of the service line up to the first shutoff valve or 18 inches inside the building, whichever is shorter;
2. **Curb stop to building**, a minimum of 18 inches from the curb stop; and
3. **Main to curb stop**, a minimum of 18 inches from the curb stop.
4. **Lead connector (gooseneck/pigtail)**, if present. In this context, a gooseneck or pigtail is a short section of material, typically not exceeding two feet, which can be bent and used for connection between a rigid fitting (corporation stop) and the service line piping.
   If a lead connector is present, a water supply must **EITHER**:
   - Conduct a physical verification;

     OR

   - Have a control that was in place demonstrating they were never used;

     OR

   - Assume locations with galvanized service lines between the main and curb stop contain (or previously contained) a lead connector. If a water supply makes this assumption, they may skip physical verification of the gooseneck material.

Note: Unless assuming the current or previous presence of a lead gooseneck, most water supplies with galvanized service lines between the main and curb stop must physically verify the connector material.

Step 6: Record results of physical verification in the spreadsheet created in Step 4.

In the spreadsheet or tracking tool created in Step 4, enter the service line material observed at each point of the service line during the physical verification conducted in Step 5. Always record the actual material observed, such as lead, copper, plastic, galvanized steel, or other. Do not use "non-lead."

Step 7: Evaluate results of physical verification.

This representative, uniformly random sample of service line materials should be, with a high probability, representative of service line materials from the portion(s) of the system from which the random set was selected. You can use this information to assess the reliability of your existing records and make sound assessments/decisions as you complete a system-wide inventory.

Assess Reliability of Existing Records:

Compare the historical records of your randomly selected sites with the new physically verified materials for those sites to evaluate the reliability of your water supply's historical records. For example, what percent of the time did the physical verification match the historical records? If historical records are found to be unreliable, additional physical verification may be necessary.

Predict Service Line Materials at Other Locations:

The results of this verification, in combination with other available information, can be used to predict service line materials at other sites. Water supplies may need assistance with this process. Additional information will be provided in a separate guidance document.

Retain Verification Records:

Create, compile, and retain documentation of your verification efforts. You may be asked by EGLE to produce or submit these records.

Beyond This Verification:

This is not the end of the CDSMI process. As noted in Step 7, additional verification may be necessary if records are found to be unreliable, additional work may be needed to build-out the inventory, notifications to residents may be necessary, reporting to EGLE will be required, etc. Additional guidance on these steps will be provided later.

Lead Service Line Notification Reminder:

Written notification must be provided to the owner and occupant(s) of any building with a service line known, or assumed, to contain lead in any portion.

This guidance was created in collaboration with the University of Michigan and with consideration of the ASDWA/BlueConduit white paper "Principles of Data Science for Lead Service Line Inventories and Replacement Programs" which can be found at: https://www.asdwa.org/2020/09/25/asdwa-blueconduit-release-white-paper-on-lsl-data-methods.

Appendix A: Minimum Number of Service Lines Requiring Physical Verification

Number of "Unknown" Service Lines*	Number to Physically Verify
Fewer than 1,500	20% of "unknown" lines
1,500	306
1,600	310
1,700	314
1,800	317
1,900	320
2,000	322
2,200	327
2,400	331
2,600	335
2,800	338
3,000	341
3,500	346
4,000	351
4,500	354
5,000	357
6,000	361
7,000	364
8,000	367
9,000	368
10,000	370
15,000	375
20,000	377
30,000	379
40,000	381
60,000	382
90,000	383
225,000 or more	384

* For the purposes of this verification process, this represents the number of service lines that do **NOT** meet the criteria for "known" service lines described at the beginning of this document. If the number of "unknowns" falls between two values on the chart, either interpolate or round up to the higher number.

Appendix B: Generating a Uniformly Random Set of Service Lines for Verification

You can use a spreadsheet (such as Microsoft Excel or Google Sheets) to generate a uniformly random set of "unknown" locations for verification using the following steps:

1. In the first column of a spreadsheet, list every unique service location of "unknown" material. They can be listed by address, service line ID, or other identification method.
2. In the second column, generate uniformly random numbers, so that each service line is associated with a randomly generated number, using the following steps:
    a. Enter the following formula in the second column: =RAND( )
    b. Put the '=RAND( )' formula next to each location.
    c. This generates a number between 0 and 1 for each location.
    d. Then select the column with the random values and use the spreadsheet's "Copy" feature.
    e. Then use the "Paste Special" option to "Paste Values Only" in the same column that you have already selected. This will ensure your random numbers remain static.
    f. Then use the "Sort" feature to list the randomly generated numbers from lowest to highest. If the "Sort Warning" appears, select "Expand the selection," then "Sort."
3. Select only the top N homes, where N is the number requiring verification. For example, if you need to verify 20 locations, select the first 20 locations on the list. These are the 20 uniformly random locations requiring verification.

Here is a short online tutorial for generating random samples in Microsoft Excel. The same formulas and method work for Google Sheets.

Appendix C: Example Field Verification Tracking Spreadsheet

Service Line ID & Location		Service Line Material Based on HISTORICAL RECORDS							Service Line Material Based on FIELD VERIFICATION					
Parcel ID/ Service Line ID	Address	Connector (gooseneck)	Historical Record Main-to-Curbstop	Historical Record Curbstop-to-Home	Interior (18" or 1st shutoff)	Date of Historical Record	Type of Record	Year Built	Connector (gooseneck)	Verified Material Main-to-Curbstop	Verified Material Curbstop-to-Home	Interior (18" or 1st shutoff)	Date Verified	Method
123456789	23 Main St	NA	Copper	Copper	Unknown			1958	NA	Copper	Copper	Copper	1/2/2020	Hydrovac
123456790	60 1st Ave	NA	Copper	Copper	Unknown	12/1/1956	Note card	1951	NA	Copper	Copper	Copper	12/6/2019	Hydrovac
123456794	12 Michigan Ave	Unknown	Unknown	Copper	Copper			1927	Lead	Galvanized	Lead	Lead	6/20/2020	Excavation
123456795	34 2nd Ave	Lead	Galvanized	Copper	Copper				NA	Copper	Copper	Copper	11/22/2020	Hydrovac
123456796	941 W Main St	NA	Copper	Copper	Copper	3/15/1986	Permit	1954	NA	Copper	Copper	Copper	11/13/2019	Hydrovac
123456798	24 North St	Lead	Galvanized	Copper	Copper			1935	Lead	Galvanized	Lead	Lead	10/25/2020	Excavation
123456800	26 Grand Ave	Unknown	Unknown	Copper	Unknown	6/15/1929	Note card	1926	NA	Copper	Lead	Copper	11/28/2019	Excavation
123456803	13 24th St	Lead	Galvanized	Copper	Unknown	1/11/1952	Note card	1871	NA	Lead	Galvanized	Galvanized	5/25/2020	Hydrovac

NOTE: This table is only an example. Water supplies must document the location, existing records (if available), and findings of the physical verification. Water supplies should consider adding any additional columns that will capture data useful to the verification process or completion of the CDSMI.

Appendix F: Examples of Data Quality Disclaimer Language

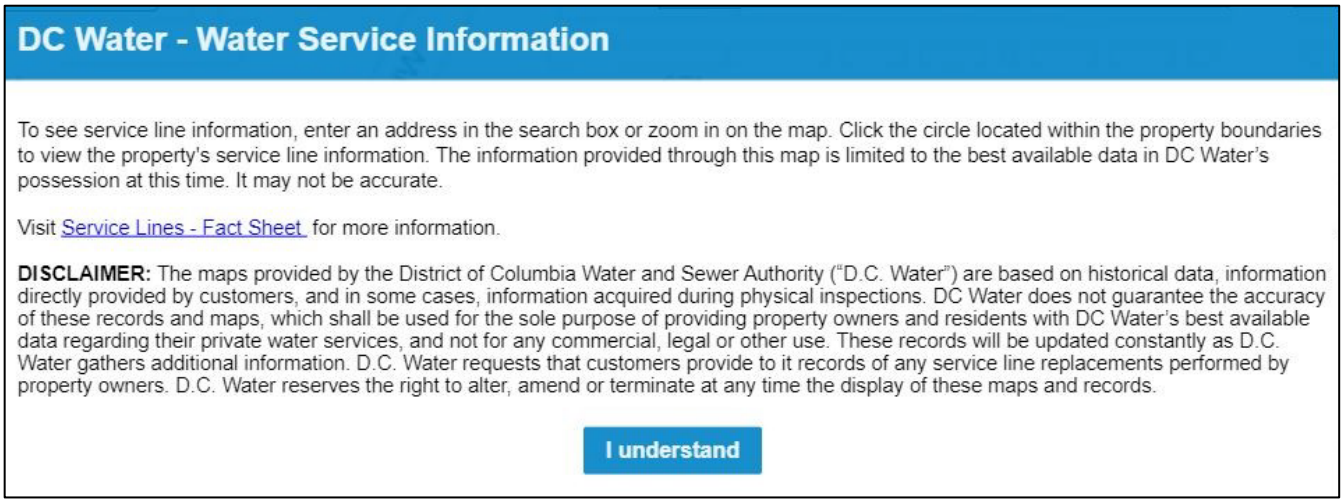
DC Water

Greater Cincinnati Water Works

Pittsburgh Water and Sewer Authority

Below are just a few examples of disclaimer language from DC Water, Greater Cincinnati Water Works, and Pittsburgh Water and Sewer Authority's websites regarding the accuracy of the inventory information provided to the public. This information can be adapted for use.

DC Water



DC Water - Water Service Information

To see service line information, enter an address in the search box or zoom in on the map. Click the circle located within the property boundaries to view the property's service line information. The information provided through this map is limited to the best available data in DC Water's possession at this time. It may not be accurate.

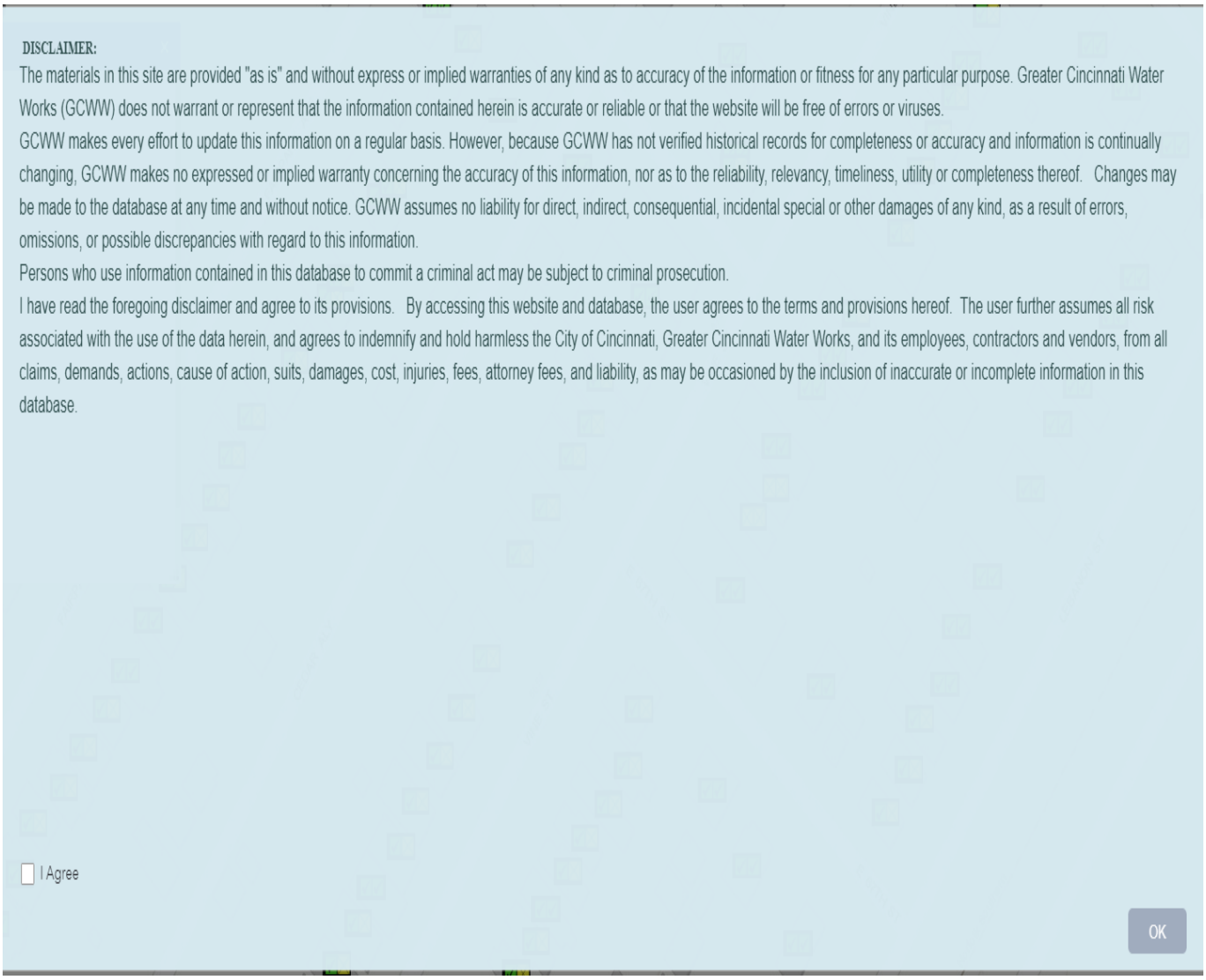
Visit Service Lines - Fact Sheet for more information.

DISCLAIMER: The maps provided by the District of Columbia Water and Sewer Authority ("D.C. Water") are based on historical data, information directly provided by customers, and in some cases, information acquired during physical inspections. DC Water does not guarantee the accuracy of these records and maps, which shall be used for the sole purpose of providing property owners and residents with DC Water's best available data regarding their private water services, and not for any commercial, legal or other use. These records will be updated constantly as D.C. Water gathers additional information. D.C. Water requests that customers provide to it records of any service line replacements performed by property owners. D.C. Water reserves the right to alter, amend or terminate at any time the display of these maps and records.

I understand

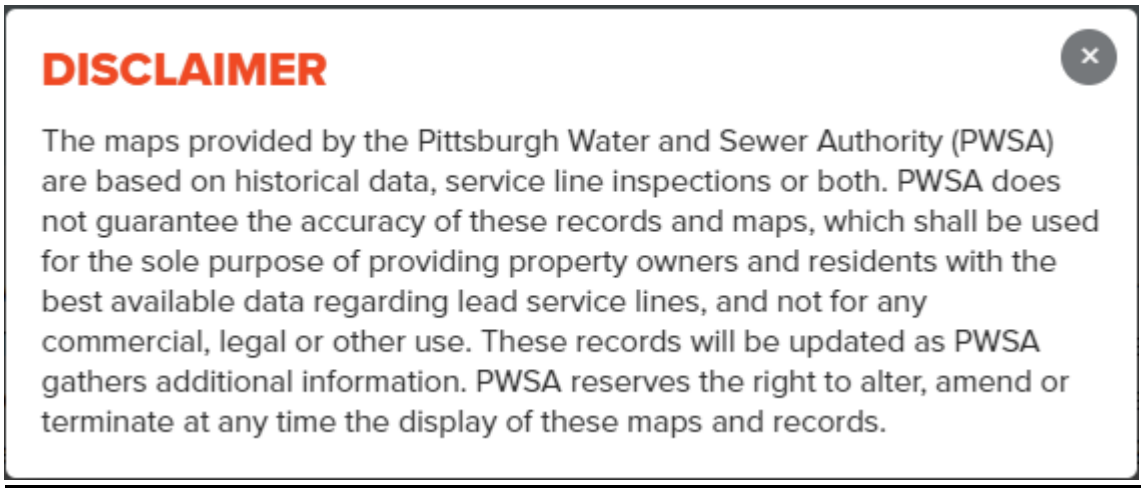
Source: https://geo.dcwater.com/Lead/. Accessed December 21, 2021.

Greater Cincinnati Water Works



Source:
https://gcww.maps.arcgis.com/apps/webappviewer/index.html?id=0a170c268c694e46a8a4e394630df0bd
Accessed December 21, 2021.

Pittsburgh Water and Sewer Authority



Source: https://lead.pgh2o.com/your-water-service-line/planned-water-service-line-replacement-map/. Accessed December 21, 2021.

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: **A Resolution Approving Work Order BCC24.01 with BCC Engineering, LLC in the Amount of $802,796.00 for Stormwater Design Management Services - *Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR DESIGN MANAGEMENT SUPPORT FOR THE VILLAGE'S STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $802,796.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Work Order BCC24.01 with BCC Engineering, LLC in the Amount of $802,796.00. for stormwater design management services.

BACKGROUND AND ANALYSIS

A Request for Qualifications (RFQ) for Professional General Architectural & Engineering Services was issued by the Village on August 31, 2023, for the selection of professional engineering and architectural firms. The selected firms will be used for engineering, design, and management services as funding is made available for General Capital projects as well the use of the Stormwater General Obligation Bonds funding for any of the projects associated with the Stormwater Master Plan.

Under the proposed work order, BCC Engineering, LLC will provide design management support to the Village in coordinating activities during the initial design phase of the stormwater program.

Consultant Coordination

BCC Engineering, LLC will provide support to the Village by coordinating project activities during the initial phase with the designated consultants. The consultant will facilitate effective communication channels, schedule meetings, and foster collaboration among all stakeholders involved. They will be responsible for reviewing scopes and fees provided by designated consultants and provide feedback to the Village.

Design Management Support

The Principal-in-Charge will report directly to the Village Manager or his designee. The principal will assign a Project Manager to work directly on the day-to-day efforts of the Village. The contractor personnel shall assist in the planning, coordination, scheduling and monitoring of the assigned North Bay Village SWMP projects during the planning, design, construction, start-up, commissioning, and close-out phases as needed.

1. ***Project Management*** - Consultant shall provide a Project Manager to assist in the coordination and overall management of the North Bay Village SWMP projects reporting to the Village's Manager or his designee.
2. ***Utility Coordination*** – Consultant shall participate in utility coordination efforts for the program to minimize project delays and conflicts.
3. ***Contracts Administrative Tasks*** – Consultant shall assist North Bay Village SWMP projects contracts staff in all administrative tasks related to contracts development.
4. ***Communications and Public Outreach*** – Consultant shall assist the Village in executing a proactive public outreach program specific to the stormwater design coordination.
5. ***Project Controls Management*** - implementation and execution of program controls process and protocols which shall include:
6. ***Project Scheduling*** – Consultant shall work with Design Project Managers to update project schedules on a bi-weekly basis. Consultant shall indicate project schedule status as “On-schedule”, “Behind schedule” or “At Risk for Delay” based on interaction with the Design Project Managers. Project schedules will be compatible with Microsoft Project.

The Design Management services outlined in the proposal span the anticipated design timeline for the Phase 1 proposed improvement through FY 25.

BCC Engineering’s scope will be allocated to the Stormwater GOB Capital Project Budgets for SW24-01, SW24-04, SW24-05, SW25-01, SW25-02, SW25-02, SW25-03, SW25-04, SW25-05, SW26-01, and SW26-02. Projects SW24-01, SW24-04, SW25-01, SW25-02, SW25-03, SW25-04, SW25-05, SW26-01, and SW26-02, which will require a combined budget increase of $587,749.57, in the current fiscal year. The line of coding for BCC Engineering’s Work Order (all thirteen projects), a total of $802,796, is Stormwater Improvements (340.36.538.6307). The increase in funding, $587,749.57, will come from the additional Loan/Debt Proceeds (from the Line of Credit) (340.00.384.3841) while the remaining $215,046.43, will come from the FY 2024 Budget. Please see the attached Budget Amendment (Exhibit B) for additional backup.

It is recommended that the Village Commission approve the work order from BCC Engineering, LLC for the stormwater design and management support.

Approval of this item will promote the Pillar of Resilience of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

In the Stormwater GOB Capital Fund - Increase Stormwater Improvements (340.36.538.6307) $587,749.57 and an Increase to Loan/Debt Proceeds (from the Line of Credit) $587,749.57 - Please see Background for additional information.

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution-WO BCC Engineering - STW Program-BA.DOCX
Exhibit A-WO Stormwater Design BCC Proposal-Final.pdf
Exhibit B - Budget Amendment - BCC 2 SW GOB LOC.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR DESIGN MANAGEMENT SUPPORT FOR THE VILLAGE'S STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $802,796.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on April 26, 2024, with BCC Engineering, LLC (the "Consultant"), as one of the selected firms (the "Agreement"); and

WHEREAS, the Village has begun implementing a Stormwater Improvement Program (the "Project") and desires to engage Consultant to provide design management support for the implementation and execution of the Project; and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited and the Consultant submitted a proposal to provide design management support for the Project (the "Services"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A" consistent with the Agreement previously entered into between the Village and Consultant in an amount not to exceed $802,796.00 (the "Work Order"); and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (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, in order to provide the necessary funding for the Services and 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A."

Section 3. 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 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 Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2024.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER NO. BCC2401

DATED THIS ___ DAY OF ____ 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NORTH BAY VILLAGE STORMWATER DESIGN MANAGEMENT SUPPORT

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and BCC Engineering, LLC. authorized to transact business in Florida ("CONSULTANT"), is made pursuant to the Continuing General Professional Engineering and Architectural Services Agreement (the "Agreement") dated April 26th 2024 and expiring on April 26th 2029.

PROJECT DESCRIPTION

As part of this Work Order, the CONSULTANT will support the VILLAGE with professional services in the form of Design Management Support (Services) for the implementation and execution of those projects identified in the Stormwater Masterplan (SWMP and incorporated herein as Exhibit "A".

GENERAL REQUIREMENTS

BCC will support the VILLAGE with professional services in the form of a Design Management Delivery Team (Services) for the implementation and execution of those projects identified in the Stormwater Masterplan (SWMP and incorporated herein as Exhibit "A").

SCOPE OF SERVICES

BCC agrees to provide to VILLAGE the Services per this Agreement outlined below. Services not specifically identified but necessary to complete the projects identified in "Exhibit A" shall be considered part of the scope of services.

Task 1.0 – Consultant Coordination

BCC will provide support to the VILLAGE in coordinating project activities during the initial phase with the designated consultants. BCC will facilitate effective communication channels, schedule meetings, and foster collaboration among all stakeholders involved. BCC will be responsible for reviewing scopes and fees provided by designated consultants and provide feedback to the VILLAGE.

Deliverables: The following deliverables shall be provided under Task 1:

- Design consultants scope/fee for respective projects
- Supporting documentation of fee evaluation

Task 1.1 – Design Management Support

Basic Services –Personnel shall be assigned to the project on an as needed basis. For purposes of this scope, BCC estimates an average of 30 hours per week for the designated Project Manager and 16 hours per week for the designated project engineer. The Principal-in-Charge will report directly to the Village Manager or his designee concerning BCC's services. Principal-in-Charge will assign a Project Manager to work directly on the day-to-day efforts with the VILLAGE. BCC personnel shall assist in the planning,

coordination, scheduling and monitoring of the assigned North Bay Village SWMP projects during the planning, design, construction, start-up, commissioning, and close-out phases as requested and authorized by the Village Manager or his designee. As needed, BCC's Project Manager will retain support from additional BCC staff at specific milestones. All personnel shall be pre-approved by the Village Manager or his designee.

a. Project Management - Consultant shall provide a Project Manager to assist in the coordination and overall management of the North Bay Village SWMP projects reporting to the Village's Manager or his designee.

   i. The Project Manager will execute and finalize projects according to strict deadlines and within budget.

   ii. Project Manager will perform the following:

      1. Direct and manage project development from concept through closeout.
      2. Define project scope, goals and deliverables that support business goals in collaboration with senior management and stakeholders.
      3. Develop project implementation and execution plans and associated communications documents.
      4. Effectively communicate project expectations to team members and stakeholders in a timely and clear fashion.
      5. Liaise with project stakeholders on an ongoing basis.
      6. Estimate the resources and participants needed to achieve project goals.
      7. Draft and submit budget proposals and recommend subsequent budget changes where necessary.
      8. Where required, negotiate with other department managers or state/local agencies for the acquisition of required information or resources. Proactively manage changes in project scope and schedule, identify potential crises, and devise contingency and mitigation plans.
      9. Define project success criteria and disseminate to involved parties throughout project life cycle.
      10. Conduct pre-project briefings, post-project de-briefings, and create recommendations reports ("lessons learned") in order to identify successful and unsuccessful project elements.
      11. Ensure all documents processed must at a minimum include the Project number, WBS number, description, subject, document date, document type (including, but not limited to, drawings, specifications, letters, memos, E-mails, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, RFI's), to and from parties. Consultant will ensure that Document Control is included on the distribution of all Program related documents.

b. Utility Coordination – Consultant shall participate in utility coordination efforts for the program to minimize project delays and conflicts.

c. Contracts Administrative Tasks – Consultant shall assist North Bay Village SWMP projects contracts staff in all administrative tasks related to contracts development.

d. Communications and Public Outreach – Consultant shall assist the VILLAGE in executing a proactive public outreach program.

e. Project Controls Management - implementation and execution of program controls process and protocols which shall include:

   i. A monthly Executive Summary (including progress photos, if applicable) providing an overview of current overall project status, issues and pending decisions, future

developments, expected achievements, and any actual or anticipated problems or impacts.

ii. A monthly Cost Narrative describing the current status of the incurred costs against the approved construction budget, the estimated final Cost of Work at completion, and status of Contract Contingency.

iii. A monthly Scheduling Narrative summarizing the current status of the Project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses necessary to compare planned performance with the Projects actual performance. Recommend possible schedule recovery and impact mitigation actions.

iv. Consultant will ensure all documents processed must, at a minimum, include the Project number, description, subject, document date, document type (including, but not limited to, drawings, specifications, letters, memos, E-mails, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, RFI's), to and from parties.

f. Project Scheduling – Consultant shall work with Design Project Managers to update project schedules on a bi-weekly basis. Consultant shall indicate project schedule status as "On-schedule", "Behind schedule" or "At Risk for Delay" based on interaction with the Design Project Managers. Project schedules will be compatible with Microsoft Project.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANT'S responsibility to verify accuracy.
- VILLAGE shall provide a work area for BCC personnel if on-site presence is needed.

PERFORMANCE SCHEDULE

This Agreement shall become effective upon execution by both parties and will remain in effect until deliverables stated in this proposal have been completed by BCC and accepted by the Village or unless earlier terminated in accordance with the Master Agreement.

SCHEDULE		
Task #	**Task Description**	**Estimated Duration per Task**
1.0	Consultant Coordination	1 month

Year 1: 2024 SCHEDULE		
Task #	**Task Description**	**Estimated Duration per Task**
1.1	Design Management Support	05/15/2024 – 09/30/2024 22 Weeks

Year 2: 2024-2025 SCHEDULE		
Task #	**Task Description**	**Estimated Duration per Task**
2.1	Design Management Support	10/01/2024 – 09/30/2025 52 Weeks

ADDITIONAL SERVICES

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

PROJECT FUNDING

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

METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum and Not-to-Exceed method of compensation. Task 1.0 will be performed on a Lump Sump Basis.

Task 1.1 and 2.1 will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on Exhibit B attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPESATION

BCC will perform all services described in Tasks 1.0 of the Scope of services on a Lump Sum Basis and Task 1.1 & 2.1 of the Scope of Services on a not to exceed basis. ***Exhibit 'C'*** includes a detailed man-hour estimate for work outlined in the Scope of Work.

COMPENSATION SCHEDULE			
Task #	**Task Description**	**Fee**	**LS/TM**
1.0	Consultant Coordination	$ 29,076.00	LS
Total		**$ 29,076.00**	

Year 1: 2024 COMPENSATION SCHEDULE			
Task #	**Task Description**	**Fee**	**LS/TM**
1.1	Design Management Support	$ 238,612.00	TM
Year 1 Total		**$ 238,612.00**	

Year 2: 2024-2025 COMPENSATION SCHEDULE			
Task #	**Task Description**	**Fee**	**LS/TM**
2.1	Design Management Support	$ 535,288.00	TM
Year 2 Total		**$ 535,288.00**	

VILLAGE CONTACTS

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

Delroy Peters, EI
Village Engineer / CIP Manager
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
Email: Dpeters@nbvillage.com
Phone: (305) 756-7171 Ext. 29

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
Email: Mlobban@nbvillage.com
Phone: (305) 756-7171 ext. 66

CONSULTANT CONTACTS

Victor H. Herrera, PE
Senior Vice President
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: vherrera@bcceng.com
Phone: (305)670-2350

Carlos Morales
Civil Division Manager
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: carlos.morales@bcceng.com
Phone: (305)670-2350

SIGNATURE PAGE
NORTH BAY VILLAGE

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

By: _____
Marlon Lobban
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ _____Manager Purchasing Authority (§36.25 Village Code)
☐ _____Resolution No. _____

By: _____
Dr. Ralph Rosado, Ph.D, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

Liqnne Arias
[Witness print/type name]

Kevin G. Roman Gomez
[Witness print/type name]

(CORPORATE SEAL)

BCC Engineering, LLC

Victor H. Herrera, PE

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

ATTEST:

Secretary

Jose A. Munoz, PE

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of May, 2024, by Victor Herrera (name of person) as Senior Vice President (type of authority) for BCC Engineering, LLC (name of party on behalf of whom instrument is executed).

VANESSA AYMERICH
Notary Public
State of Florida
Comm# HH402823
Expires 5/24/2027

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 – Stormwater Master Plan

HARBOR ISLAND

PROPOSED STORMWATER IMPROVEMENT

PHASED IMPLEMENTATION APPROACH

N
W E
S

0 130 260 Feet

Legend

- Private Seawall Raising (5.94' NAVD88)
- Proposed 18,000 GPM Pump Station
- Proposed Inlet
- Proposed Manhole
- Proposed Backflow Preventor

Proposed Storm Culvert (in.)

- 18
- 24
- 30
- 36
- 42
- 48
- 60

PHASE 2 ($0.7 Mil.)

PHASE 3 ($0.6 Mil.)

PHASE 1 ($2.8 Mil.)

WEST DR

EAST DR

NORTH BAY ISLAND

PROPOSED STORMWATER IMPROVEMENTS

PHASED IMPLEMENTATION APPROACH

N
W E
S

0 100 200 Feet

79TH STREET CSWY

79TH PKWY

PHASE 2
($4.3 Mil.)

PHASE 4
($2.4 Mil.)

PHASE 3
($2.2 Mil.)

PHASE 1
($4.4 Mil.)

CENTER BAY DR

COQUINA DR

MIAMI VIEW DR

BAY TER

BEACH VIEW DR

Legend

- Private Seawall Raising (5.94' NAVD88)
- Proposed Inlet
- Proposed 24,200 GPM Pump Station
- Proposed Manhole
- Proposed Backflow Preventor
- Proposed Roadway Raising (~2FT)

Proposed Storm Culvert (in.)

- 18
- 24
- 30
- 36
- 42
- 48
- 54
- 60
- 66

TREASURE ISLAND

PROPOSED STORMWATER IMPROVEMENTS

PHASED IMPLEMENTATION APPROACH

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

N W E S

0 150 300 Feet

79TH STREET CSWY

1800 BLK

PIRATES ALY

N TREASURE DR

E TREASURE DR

W TREASURE DR

S TREASURE DR

ADVENTURE AVE

BUCCANEER AVE

BOUNTY AVE

CUTLASS AVE

HISPANOLA AVE

MUTINY AVE

JEWEL AVE

GALLEON ST

PHASE 1
($10.3 Mil.)

PHASE 2
($10.7 Mil.)

PHASE 3
($7.7 Mil.)

PHASE 4
($6.9 Mil.)

PHASE 5
($6.3 Mil.)

PHASE 6
($1.6 Mil.)

700

Exhibit B – Hourly Rates

HOURLY RATES

Job Classification	BCC
Principal Engineer	$276
Project Manager	$235
Senior Project Engineer	$205
Project Engineer	$159
Designer	$95
PIO/Communication Manager	$144.82
Project Architect	$156
Landscape Architect	$135
Senior Planner	$115
Construction Manager	$156
Traffic Engineer	$134
Environmental Specialist	$100
CEI Inspector	$122
GIS Specialist	$127
Surveyor	$195
CADD	$90
Clerical/Admin	$74

Exhibit C – Fee Estimate

PROPOSAL FEES SCHEDULE

Project Name:	NBV Stormwater – Design Management Support						
Proposal Date	5/2/2024						
		BCC Staff by Category				TOTAL HOURS	TOTAL FEE
Task No.	Description	Principal Engineer	Project Manager	Project Engineer	Clerical Admin		
		$276.00	$235.00	$159.00	$74.00		
1.0	Consultant Coordination	20	84	24		128	$ 29,076.00
YEAR 1	**22 WEEKS** **HRS/WEEK:**	**4**	**30**	**16**	**2**		
1.1	Design Management Support	88	660	352	44	1144	$ 238,612.00
YEAR 2	**52 WEEKS** **HRS/WEEK:**	**2**	**30**	**16**	**2**		
2.1	Design Management Support	104	1560	832	104	2600	$ 535,288.00
Total Hours		212	2304	1208	148	3872	
Total Fee		$ 58,512.00	$ 541,440.00	$ 192,072.00	$ 10,952.00		**$ 802,976.00**

Budget Amendment Form

Department : Stormwater Capital	Date: 6/11/2024
Fund(s) to be changed: Stormwater Capital Fund	

GL Account	GL Line Item	Project #:	Transfer to:	Transfer from:
340.36.538.6307	HI Project Pkg 1 (PS & Outfall)	SW24-01	$ 38,960.05	
340.36.538.6307	NBI Project Pkg 1 (PS & Outfall)	SW24-02	$ -	
340.36.538.6307	NBI Project Pkg 2 (PS & Outfall)	SW24-03	$ -	
340.36.538.6307	TI Project Pkg 1 (PS & Outfall)	SW24-04	$ 134,992.22	
340.36.538.6307	TI Project Pkg 2 (PS & Outfall)	SW24-05	$ 140,821.18	
340.36.538.6307	TI Project Pkg 2 (PS & Outfall)	SW24-06	$ -	
340.36.538.6307	NBI Project Pkg 3 (SW & ROAD ELEV)	SW25-01	$ 28,680.99	
340.36.538.6307	NBI Project Pkg 4 (SW & ROAD ELEV)	SW25-02	$ 32,056.70	
340.36.538.6307	TI Project Pkg 4 (SW & ROAD ELEV)	SW25-03	$ 89,846.58	
340.36.538.6307	TI Project Pkg 5 (SW & ROAD ELEV)	SW25-04	$ 81,718.51	
340.36.538.6307	TI Project Pkg 6 (SW & ROAD ELEV)	SW25-05	$ 21,328.25	
340.36.538.6307	HI Project Pkg 3 (SW & ROAD ELEV)	SW26-01	$ 10,640.29	
340.36.538.6307	HI Project Pkg 2 (SW & ROAD ELEV)	SW26-02	$ 8,704.80	
340.00.384.3841	Loan/Debt Proceeds (Line of Credit)			$ 587,749.57
			$ 587,749.57	**$ 587,749.57**

Description:

Increase Stormwater GOB Capital Project Budgets for SW24-01, SW24-04, SW24-05, SW25-01, SW25-02, SW25-02, SW25-03, SW25-04, SW25-05, SW26-01, and SW26-02 - using the SW GOB Line of Credit for BCC (total $802,796) for Stormwater Design Management Services.

Stormwater GOB Capital Fund

Project#	FY 24 Budget	Actual B&V	Actual B&V	Actual B&V	FY 24 Budget Balance	EXP/CHEN/ RIBBECK	FY 24 Budget Balance	EXP/CHEN/ RIBBECK BA 6/11	FY 24 Budget Balance
24-01	$ 147,598.00	$ 6,527.99	$ 3,746.46	$ 5,221.41	$ 132,102.14	$ 598,218.00	$ (466,115.86)	$ 466,115.86	$ -
24-02	$ 344,294.00	$ 15,240.31	$ 8,746.51	$ 12,189.95	$ 308,117.23		$ 308,117.23		$ 308,117.23
24-03	$ 223,518.00	$ 9,898.09	$ 5,680.58	$ 7,916.97	$ 200,022.36		$ 200,022.36		$ 200,022.36
24-04	$ 540,792.00	$ 23,940.14	$ 13,739.40	$ 19,148.50	$ 483,963.96	$ 617,266.00	$ (133,302.04)	$ 133,302.04	$ -
24-05	$ 564,143.00	$ 24,963.65	$ 14,326.80	$ 19,967.15	$ 504,885.40	$ 416,164.00	$ 88,721.40		$ 88,721.40
24-06	$ 407,301.00	$ 18,023.76	$ 10,343.95	$ 14,416.28	$ 364,517.01		$ 364,517.01		$ 364,517.01
24-07	$ 542,500.00	$ 24,015.03	$ 13,782.38	$ 19,208.40	$ 485,494.19		$ 485,494.19		$ 485,494.19
24-08	$ 50,000.00	$ 2,209.28	$ 1,267.92	$ 1,767.09	$ 44,755.71		$ 44,755.71		$ 44,755.71
	$ 2,820,146.00	$ 124,818.25	$ 71,634.00	$ 99,835.75	$ 2,523,858.00	$ 1,631,648.00	$ 892,210.00	$ 599,417.90	$ 1,491,627.90
				$ 296,288.00					

Project#		FY 24 Budget Balance Forward	BCC	FY 24 Budget Balance	#1 BCC 6/11	FY 24 Budget Balance	#2 BCC	FY 24 Budget Balance	#2 BCC 6/11
24-01	0.049	$ -	$ 30,296.82	$ (30,296.82)	$ 30,296.82	$ -	$ 38,960.05	$ (38,960.05)	$ 38,960.05
24-02	0.0717	$ 308,117.23	$ 44,777.62	$ 263,339.61		$ 263,339.61	$ 57,581.58	$ 205,758.03	
24-03	0.070	$ 200,022.36	$ 43,387.93	$ 156,634.43		$ 156,634.43	$ 55,794.50	$ 100,839.93	
24-04	0.1682	$ -	$ 104,975.08	$ (104,975.08)	$ 104,975.08	$ -	$ 134,992.22	$ (134,992.22)	$ 134,992.22
24-05	0.1754	$ 88,721.40	$ 109,507.90	$ (20,786.50)	$ 20,786.50	$ -	$ 140,821.18	$ (140,821.18)	$ 140,821.18
24-06	0.1266	$ 364,517.01	$ 79,062.73	$ 285,454.28		$ 285,454.28	$ 101,670.35	$ 183,783.93	
24-07		$ 485,494.19	$ -	$ 485,494.19		$ 485,494.19	$ -	$ 485,494.19	
24-08		$ 44,755.71	$ -	$ 44,755.71		$ 44,755.71	$ -	$ 44,755.71	
25-01	0.0357	$ -	$ 22,303.43	$ (22,303.43)	$ 22,303.43	$ -	$ 28,680.99	$ (28,680.99)	$ 28,680.99
25-02	0.040	$ -	$ 24,928.51	$ (24,928.51)	$ 24,928.51	$ -	$ 32,056.70	$ (32,056.70)	$ 32,056.70
25-03	0.1119	$ -	$ 69,868.12	$ (69,868.12)	$ 69,868.12	$ -	$ 89,846.58	$ (89,846.58)	$ 89,846.58
25-04	0.102	$ -	$ 63,547.42	$ (63,547.42)	$ 63,547.42	$ -	$ 81,718.51	$ (81,718.51)	$ 81,718.51
25-05	0.0266	$ -	$ 16,585.66	$ (16,585.66)	$ 16,585.66	$ -	$ 21,328.25	$ (21,328.25)	$ 21,328.25
26-01	0.0133	$ -	$ 8,274.29	$ (8,274.29)	$ 8,274.29	$ -	$ 10,640.29	$ (10,640.29)	$ 10,640.29
26-02	0.0108	$ -	$ 6,769.18	$ (6,769.18)	$ 6,769.18	$ -	$ 8,704.80	$ (8,704.80)	$ 8,704.80
		$ 1,491,627.90	$ 624,284.68	$ 867,343.22	$ 368,335.01	$ 1,235,678.22	$ 802,796.00	$ 432,882.22	$ 587,749.57
Project#			$ 624,284.68				$ 802,796.00	$ (587,749.57)	

24-01	0.049	$ 3,446,982.00	***PROJECT -BUDGETED TOTALS 5-YEAR PLAN (SW GOB CAPITAL FUND)***
24-02	0.072	$ 5,094,517.00	USED FOR ALLOCATION
24-03	0.070	$ 4,936,406.00	
24-04	0.168	$ 11,943,406.00	
24-05	0.175	$ 12,459,122.00	
24-06	0.127	$ 8,995,261.00	
25-01	0.036	$ 2,537,544.00	
25-02	0.040	$ 2,836,209.00	
25-03	0.112	$ 7,949,156.00	
25-04	0.102	$ 7,230,027.00	
25-05	0.027	$ 1,887,012.00	
26-01	0.013	$ 941,397.00	
26-02	0.011	$ 770,155.00	
	1	$ 71,027,194.00	
		$ 72,344,694.00	
		$ 1,317,500.00	
24-07		$ 542,500.00	NOT INCLUDED FOR BCC ITEMS
24-08		$ 775,000.00	NOT INCLUDED FOR BCC ITEMS
		$ 1,317,500.00	
DIFF		$ -	

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving Work Order BCC24.02 BCC Engineering , LLC in the Amount of $66,348.00 for Public Information, Grant Management, & Project Reporting Support Service for the Stormwater Improvement Program - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)**

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR PUBLIC INFORMATION SUPPORT, GRANT MANAGEMENT, AND PROJECT REPORTING SERVICES RELATED TO THE STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $66,348.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order BCC24.02 with BCC Engineering, LLC in the Amount of $66,348.00 for Public Outreach and Grant Management Services.

BACKGROUND AND ANALYSIS

BCC Engineering, LLC will provide program Support Services in the form of Public Information Support, Grant Management, and Project Reporting for the assigned Stormwater Projects for the Village.

The services will focus on developing and implementing comprehensive communication strategies to inform stakeholders, including local communities, government agencies, and media, about project goals, progress, impacts, and benefits. In addition the project will provide

comprehensive grant management and administration services for the Village, focusing on grants related to stormwater construction projects and reporting updates to the Village Commission while coordinating closely with the program consultants to track ongoing projects.

Project Coordination and Project Management

BCC will provide project coordination and management activities. The Consultant will also prepare for and attend team meetings as necessary. Representation at recurring team meetings will be vested in the project manager, with the inclusion of team experts as deemed essential for specific disciplines. BCC will provide support to the Village in coordinating project activities during the duration of the project with the designated consultants. BCC will facilitate effective communication channels, schedule meetings, and foster collaboration among all stakeholders involved.

Public Information Officer/ Grant Management / Project Reporting – (Subconsultant)

Brizaga shall serve as a Public Information Officer (PIO) for the Village for assigned stormwater projects playing a critical role in managing communications and fostering positive relationships between the project team and the public. Erica Echeverri, with support from the rest of the Brizaga team, shall serve as the PIO.

Brizaga will be responsible for developing and implementing comprehensive communication strategies to inform stakeholders, including local communities, government agencies, and media, about project goals, progress, impacts, and benefits. This includes crafting clear, concise, and accessible content for various platforms such as press releases, social media, newsletters, and public meetings, as needed, and to be coordinated with the Village's Communication Director. Brizaga will also handle inquiries and concerns from the public, ensuring timely and accurate responses, and will proactively address potential issues that could affect public perception or project timelines. By maintaining open and transparent communication, this will help build trust and support for the project, ensuring that all stakeholders are well-informed and engaged throughout the construction process.

In addition to specific PIO project services, Brizaga will support website updates related to stormwater and other construction projects and be available to develop public-facing materials related to the work of the Village. Furthermore, Brizaga will complete the in-progress Stormwater Program Strategy, which is a public-facing document detailing the process of the ongoing stormwater program and associated works of the Village.

BCC Engineering's scope will be allocated to the Stormwater GOB Capital Project Budgets for SW24-01, SW24-04, SW24-05, SW25-01, SW25-02, SW25-02, SW25-03, SW25-04, SW25-05, SW26-01, and SW26-02. Projects SW24-01, SW24-04, SW25-01, SW25-02, SW25-03, SW25-04, SW25-05, SW26-01, and SW26-02, which will require a combined budget increase of $48,575.24, in the current fiscal year. The line of coding for BCC Engineering's Work Order (all thirteen projects), a total of $66,348, is Stormwater Improvements (340.36.538.6307). The increase in funding, $48,575.24, will come from the additional Loan/Debt Proceeds (from the Line of Credit) (340.00.384.3841) while the remaining $17,772.76, will come from the FY 2024 Budget. Please see the attached Budget Amendment (Exhibit B) for additional backup.

It is recommended that the Village Commission approve Work Order BCC24.02 BCC Engineering, LLC in the Amount of $66,348.00 for Public Information, Grant Management, &

Project Reporting Support Service for the Stormwater Improvement Program.

Approval of this agenda item will promote the Resilience Pillar of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

In the Stormwater GOB Capital Fund - Increase Stormwater Improvements (340.36.538.6307) $48,575.24 and an Increase to Loan/Debt Proceeds (from the Line of Credit) $48,575.24 - Please see Background for additional information.

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution WO BCC PIS Grant Mngt. - BA .DOCX
Exhibit A - Signed BCC2402 PIS Grant Mngt.pdf
Exhibit B - Budget Amendment- BCC 3 SW GOB LOC.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR PUBLIC INFORMATION SUPPORT, GRANT MANAGEMENT, AND PROJECT REPORTING SERVICES RELATED TO THE STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $66,348.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on April 26, 2024, with BCC Engineering, LLC (the "Consultant"), as one of the selected firms (the "Agreement"); and

WHEREAS, the Village has begun implementing a Stormwater Improvement Program (the "Project") and desires to engage Consultant to provide public information support, grant management, and project reporting related to the Project (the "Services"); and

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

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A" consistent with the Agreement previously entered into between the Village and Consultant in an amount not to exceed $66,348.00 (the "Work Order"); and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (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, in order to provide the necessary funding for the Services and 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A."

Section 3. 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 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 Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____ 2024.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER NO. BCC2402

DATED THIS 1ST DAY OF JUNE 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NORTH BAY VILLAGE
PUBLIC INFORMATION SUPPORT, GRANT MANAGEMENT & PROJECT REPORTING

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), **BCC Engineering, LLC** authorized to transact business in Florida ("CONSULTANT"), is made pursuant to the Continuing General Professional Engineering and Architectural Services Agreement (the "Agreement") dated April 26, 2024, and expiring on April 14, 2029.

PROJECT DESCRIPTION

As part of this Work Order (WO), the CONSULTANT will support the VILLAGE with professional services in the form of Public Information Support, Grant Management, and Project reporting for the assigned Stormwater Projects for the VILLAGE.

The project will focus on developing and implementing comprehensive communication strategies to inform stakeholders, including local communities, government agencies, and media, about project goals, progress, impacts, and benefits. In-addition the project will provide comprehensive grant management and administration services for the Village, focusing on grants related to stormwater, planning, and construction projects and project reporting and updates for the Village, coordinating closely with the Village to assist in tracking ongoing projects.

This Work order will be an integral part of the Continuing Professional Engineering Services Agreement (RFQ No. 2023-005) between the VILLAGE and the CONSULTANT.

GENERAL REQUIREMENTS

Design Standards

The project does not require design plans and specifications.

Quality Control

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

The CONSULTANT shall be responsible to independently and continually QC the reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component.

Project Schedule

The Project Schedule has no specific due date.

Permitting

Permitting will not be required as part of this WO.

SPECIFIC SCOPE OF SERVICES

The Scope of Services is comprised of the following essential tasks:

Task 1: Project Coordination and Project Management
Task 2: PIS / Grant Management / Project Reporting - Subconsultant

Task 1.0 – Project Coordination and Project Management

As part of this task BCC will provide project coordination and management activities.

In addition, BCC will prepare for and attend team meetings as necessary. Representation at recurring team meetings will be vested in the project manager, with the inclusion of team experts as deemed essential for specific disciplines.

BCC will provide support to the VILLAGE in coordinating project activities during the duration of the project with the designated consultants. BCC will facilitate effective communication channels, schedule meetings, and foster collaboration among all stakeholders involved.

Task 2.0 – PIS / Grant Management / Project Reporting – (Subconsultant)

BCC will retain Brizaga, Inc. (BRI) to perform Public Information Support, Grant Management & Project Reporting. BRI's detailed scope of work is included in ***Exhibit 'B'***.

- Task 1 – Public Information Support
- Task 2 – Grant Management & Administration
- Task 3 – Project Reporting & Updates

ADDITIONAL SERVICES

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

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1.0 – 2.0 within no specific duration of the written Notice to Proceed

SCHEDULE		
Task #	**Task Description**	**Estimated Duration per Task**
1.0	Project Coordination & Project Management	No specific duration
2.0	PIS / Grant Management / Project Reporting (Subconsultant)	No specific duration

PROJECT FUNDING

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

METHOD OF COMPENSATION

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

TERMS OF COMPESATION

Services will be provided for the following Not-to-Exceed amounts: Tasks 1.0 & 2.0. ***Exhibit 'C'*** includes a detailed man-hour estimate for work outlined in the Scope of Work.

COMPENSATION SCHEDULE				
Task #	**Task Description**		**Fee**	**LS/TM**
1.0	Project Coordination & Project Management	$	7,848.00	TM
2.0	PIS / Grant Management / Project Reporting (Subconsultant)	$	56,500.00	TM
	Reimbursable Expenses	$	2,000.00	
Total		**$**	**66,348.00**	

VILLAGE CONTACTS

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

Delroy Peters, EI
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
Phone: (305) 756-7171 Ext. 29
Email: Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
Phone: (305) 756-7171 ext. 66
Email: Mlobban@nbvillage.com

CONSULTANT CONTACTS

Victor H. Herrera, PE
Senior Vice President
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: vherrera@bcceng.com
Phone: (305)670-2350

Carlos Morales
Civil Division Manager
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: carlos.morales@bcceng.com
Phone: (305)670-2350

SIGNATURE PAGE
NORTH BAY VILLAGE

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

By: _____
Marlon Lobban
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ _____ Manager Purchasing Authority (§36.25 Village Code)
☐ _____ Resolution No. _____

By: _____
Dr. Ralph Rosado, Ph.D, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____
Estrella Ruaigip
[Witness print/type name]

_____
ROXANA ALONSO
[Witness print/type name]

(CORPORATE SEAL)

BCC Engineering, LLC,
a Florida limited liability company.

_____
Victor H. Herrera
[Print Name, check title]

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

ATTEST:

_____
Secretary
Jose A. Munoz
[Print Name]

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of June, 2024, by Victor Herrera (name of person) as Senior Vice President (type of authority) for BCC Engineering, LLC (name of party on behalf of whom instrument is executed).

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

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

VANESSA AYMERICH
Notary Public
State of Florida
Comm# HH402823
Expires 5/24/2027

Exhibit A – HOURLY RATES

HOURLY RATES

Job Classification	BCC
Principal Engineer	$276
Project Manager	$235
Senior Project Engineer	$205
Project Engineer	$159
Designer	$95
PIO/Communication Manager	$144.82
Project Architect	$156
Landscape Architect	$135
Senior Planner	$115
Construction Manager	$156
Traffic Engineer	$134
Environmental Specialist	$100
CEI Inspector	$122
GIS Specialist	$127
Surveyor	$195
CADD	$90
Clerical/Admin	$74

Standard Rate Schedule

STANDARD RATE SCHEDULE

TITLE(S)	HOURLY RATE
Principal	$ 250.00
Director	$ 220.00
Project Manager	$ 185.00
Senior Scientist	$ 185.00
Project Engineer	$ 150.00
Outreach Director	$ 150.00
Senior Resilience Planner	$145.00
Staff Scientist II	$ 135.00
Staff Scientist	$ 120.00
Coordinator	$ 120.00
Junior Engineer	$ 120.00
Resilience Planner	$ 115.00
CADD/Designer	$ 100.00
Graphic Designer	$ 100.00
Senior Grant Writer & Administrator	$ 95.00
Senior Associate	$ 80.00
Grant Writer & Administrator	$ 75.00
Associate	$ 65.00
Administrative Assistant	$ 60.00

STANDARD REIMBURSABLE EXPENSES

ITEM	COST
Black & White Print or Copy (8.5” x 11”), *per page*	$ 0.06
Color Print or Copy (8.5” x 11”), *per page*	$ 0.25
Black & White Print or Copy (11” x 17”), *per page*	$ 0.15
Color Print or Copy (11” x 17”), *per page*	$ 0.50
Black & White CAD Drawings (24” x 36”), *per page*	$ 1.50
Color CAD Drawings (24” x 36”), *per page*	$ 4.50
Poster (24” x 36” with No Foam Board), *per poster*	$ 25.00
Poster (24” x 36” with Foam Board), *per poster*	$ 130.00
Standard Envelope with Address, *per envelope*	$ 0.20

All other Standard Expenses will be billed at cost plus five percent (5%).

Exhibit B – BRIZAGA PROPOSAL

TASK ORDER

Date: 5/28/2024
Client: North Bay Village
Project Name: PIO, Grant Management, and Strategy Support
Project Number: 220028.09

Only valid under Master Service Agreement with Client.

Prime Consultant:	BCC Engineering
Address:	6401 SW 87th Avenue, Suite 200 Miami, FL 33173
Contact:	Carlos Morales
Phone:	(305) 670-2350
Email Address:	carlos.morales@bcceng.com

Please return signed Task Order to Brizaga:

Brizaga, Inc.
2101 W. Commercial Boulevard, Suite 4600
Fort Lauderdale, FL 33309

Attn: Alec Bogdanoff, Ph.D., Principal
Phone: (954) 834-3533, ext. 101
Email: alec@brizaga.com

Project Information

Scope of Work:	See Scope of Work on follow page
Schedule of Work:	Continuing Service, No Specific Due Date
Fee Schedule:	See Scope of Work on follow page
Other Attachments:	Signed Client Work Order and Original Continuing Services Contract (TO BE ADDED)

Fee Details

Lump Sum:	$ 0
Time and Materials:	$ 56,500
Reimbursable Expenses:	$ 2,000
Contingency:	$ 0
Total Contract Value:	$ 58,500

Accepted (BCC Engineering):

Signature

Name & Title

Date

Presented and Proposed by (Brizaga):

Signature

Alec Bogdanoff, Ph.D., Principal

Name & Title

5/28/2024

Date

Scope of Work

The Scope of Work provided herein is provided based upon the billing type noted in each task.

TASK 1 – PUBLIC INFORMATION SUPPORT

Brizaga shall serve as a Public Information Officer (PIO) for the Village for assigned stormwater projects playing a critical role in managing communications and fostering positive relationships between the project team and the public. Erica Echeverri, with support from the rest of the Brizaga team, shall serve as the PIO.

Brizaga will be responsible for developing and implementing comprehensive communication strategies to inform stakeholders, including local communities, government agencies, and media, about project goals, progress, impacts, and benefits. This includes crafting clear, concise, and accessible content for various platforms such as press releases, social media, newsletters, and public meetings, as needed, and to be coordinated with the Village's Communication Director. Brizaga will also handle inquiries and concerns from the public, ensuring timely and accurate responses, and will proactively address potential issues that could affect public perception or project timelines. By maintaining open and transparent communication, this will help build trust and support for the project, ensuring that all stakeholders are well-informed and engaged throughout the construction process.

In addition to specific PIO project services, Brizaga will support website updates related to stormwater and other construction projects and be available to develop public-facing materials related to the work of the Village. Furthermore, Brizaga will complete the in-progress Stormwater Program Strategy, which is a public-facing document detailing the process of the on-going stormwater program and associated works of the Village.

Task Fee: $35,500, Hourly Not-to-Exceed. Brizaga assumed 120 hours of support for an Outreach Coordinator, 30 hours of support for a Graphic Designer, 240 hours of support for Outreach Associate, and 10 hours of support for a Principal.

TASK 2 – GRANT MANAGEMENT & ADMINISTRATION

Brizaga will provide comprehensive grant management and administration services for the Village, focusing on grants related to stormwater, planning, and construction projects. These services will include identifying and applying for relevant grant opportunities, ensuring compliance with all grant requirements, and managing all phases of the grant lifecycle from application to closeout. Brizaga will maintain records, manage finances, and prepare required reports to ensure transparent and efficient use of funds. Additionally, Brizaga will communicate regularly with stakeholders, prepare progress reports, and facilitate audits to maintain accountability and track the success of funded projects. The objective is to maximize the benefits of grants while minimizing administrative burdens on the Village.

Task Fee: $12,600, Hourly Not-to-Exceed. Brizaga assumed 80 hours of support for a Senior Grant Writer & Administrator and 20 hours of support for a Principal.

TASK 3 – PROJECT REPORTING AND UPDATES

Brizaga will provide comprehensive project reporting and updates for the Village, coordinating closely with the Village to assist in tracking ongoing projects. These services will include preparing regular progress reports and updates tailored to various stakeholders, as needed. Updates may include creating PowerPoint presentations for Commission meetings, posting updates to the Village's website, and developing flyers and other designed materials to effectively communicate project status and milestones. Brizaga will ensure that all communications are clear, concise, and visually engaging, facilitating transparency and keeping all stakeholders informed of project developments. The goal is to provide timely and accurate information to support informed decision-making and maintain public engagement throughout the project lifecycle.

Should the Village desire to use it, Brizaga is including a soon-to-be-released beta version of a Project Tracking tool developed in-house at no cost to the Village for two years. A separate beta testing agreement would be provided to the Village, and the Village would not be charged for the initial input of data into the project tracking tool. Subsequent updates would fall under this Task.

Task Fee: $8,400, Hourly Not-to-Exceed. Brizaga assumed 20 hours of support from an Outreach Coordinator and 100 hours of support from an Outreach Associate.

Fee Summary

Task	Fee Type	Amount
Task 1 – Public Information Support	Hourly, Not-to-Exceed	$ 35,500
Task 2 – Grant Management & Administration	Hourly, Not-to-Exceed	$ 12,600
Task 3 – Project Update and Reporting	Hourly, Not-to-Exceed	$ 8,400
SERVICES SUBTOTAL		**$ 56,500**
Reimbursable Expenses Estimate	Cost or Cost+5%	$ 2,000
Contingency	Contingency	$ 0
TOTAL		**$ 58,500**

Standard Rate Schedule

STANDARD RATE SCHEDULE

TITLE(S)	HOURLY RATE
Principal	$ 250.00
Director	$ 220.00
Project Manager	$ 185.00
Senior Scientist	$ 185.00
Project Engineer	$ 150.00
Outreach Director	$ 150.00
Senior Resilience Planner	$145.00
Staff Scientist II	$ 135.00
Staff Scientist	$ 120.00
Coordinator	$ 120.00
Junior Engineer	$ 120.00
Resilience Planner	$ 115.00
CADD/Designer	$ 100.00
Graphic Designer	$ 100.00
Senior Grant Writer & Administrator	$ 95.00
Senior Associate	$ 80.00
Grant Writer & Administrator	$ 75.00
Associate	$ 65.00
Administrative Assistant	$ 60.00

STANDARD REIMBURSABLE EXPENSES

ITEM	COST
Black & White Print or Copy (8.5” x 11”), *per page*	$ 0.06
Color Print or Copy (8.5” x 11”), *per page*	$ 0.25
Black & White Print or Copy (11” x 17”), *per page*	$ 0.15
Color Print or Copy (11” x 17”), *per page*	$ 0.50
Black & White CAD Drawings (24” x 36”), *per page*	$ 1.50
Color CAD Drawings (24” x 36”), *per page*	$ 4.50
Poster (24” x 36” with No Foam Board), *per poster*	$ 25.00
Poster (24” x 36” with Foam Board), *per poster*	$ 130.00
Standard Envelope with Address, *per envelope*	$ 0.20

All other Standard Expenses will be billed at cost plus five percent (5%).

Exhibit C – FEE ESTIMATE

PROPOSAL FEES SCHEDULE

Project Name:	Public Information Support, Grant Management & Project Reporting	BCC Staff by Category		TOTAL HOURS	TOTAL FEE
Proposal Date	5/29/2024				
Task No.	Description	Principal Engineer	Project Manager		
		$276.00	$235.00		
1.0	Project Coordination and Project Management	8	24	32	$ 7,848.00
2.0	PIS / Grant Management / Project Reporting (Subconsultant)				$ 56,500.00
	Reimbursable Expenses				$ 2,000.00
Total Hours		8	24	32	
Total Fee		$ 2,208.00	$ 5,640.00		**$ 66,348.00**

Budget Amendment Form

Department : Stormwater Capital	Date: 6/11/2024
Fund(s) to be changed: Stormwater Capital Fund	

GL Account	GL Line Item	Project #:	Transfer to:	Transfer from:
340.36.538.6307	HI Project Pkg 1 (PS & Outfall)	SW24-01	$ 3,219.90	
340.36.538.6307	NBI Project Pkg 1 (PS & Outfall)	SW24-02	$ -	
340.36.538.6307	NBI Project Pkg 2 (PS & Outfall)	SW24-03	$ -	
340.36.538.6307	TI Project Pkg 1 (PS & Outfall)	SW24-04	$ 11,156.59	
340.36.538.6307	TI Project Pkg 2 (PS & Outfall)	SW24-05	$ 11,638.33	
340.36.538.6307	TI Project Pkg 2 (PS & Outfall)	SW24-06	$ -	
340.36.538.6307	NBI Project Pkg 3 (SW & ROAD ELEV)	SW25-01	$ 2,370.37	
340.36.538.6307	NBI Project Pkg 4 (SW & ROAD ELEV)	SW25-02	$ 2,649.36	
340.36.538.6307	TI Project Pkg 4 (SW & ROAD ELEV)	SW25-03	$ 7,425.47	
340.36.538.6307	TI Project Pkg 5 (SW & ROAD ELEV)	SW25-04	$ 6,753.72	
340.36.538.6307	TI Project Pkg 6 (SW & ROAD ELEV)	SW25-05	$ 1,762.70	
340.36.538.6307	HI Project Pkg 3 (SW & ROAD ELEV)	SW26-01	$ 879.38	
340.36.538.6307	HI Project Pkg 2 (SW & ROAD ELEV)	SW26-02	$ 719.42	
340.00.384.3841	Loan/Debt Proceeds (Line of Credit)			$ 48,575.24
			$ 48,575.24	**$ 48,575.24**

Description:

Increase Stormwater GOB Capital Project Budgets for SW24-01, SW24-04, SW24-05, SW25-01, SW25-02, SW25-02, SW25-03, SW25-04, SW25-05, SW26-01, and SW26-02 - using the SW GOB Line of Credit for BCC (total $66,348) for Public Information, Grant Management, & Project Reporting Support Service for the Stormwater Improvement Program.

Stormwater GOB Capital Fund

Project#		FY 24 Budget	Actual B&V	Actual B&V	Actual B&V	FY 24 Budget Balance	EXP/CHEN/ RIBBECK	FY 24 Budget Balance	EXP/CHEN/ RIBBECK BA 6/11	FY 24 Budget Balance
24-01		$ 147,598.00	$ 6,527.99	$ 3,746.46	$ 5,221.41	$ 132,102.14	$ 598,218.00	$ (466,115.86)	$ 466,115.86	$ -
24-02		$ 344,294.00	$ 15,240.31	$ 8,746.51	$ 12,189.95	$ 308,117.23		$ 308,117.23		$ 308,117.23
24-03		$ 223,518.00	$ 9,898.09	$ 5,680.58	$ 7,916.97	$ 200,022.36		$ 200,022.36		$ 200,022.36
24-04		$ 540,792.00	$ 23,940.14	$ 13,739.40	$ 19,148.50	$ 483,963.96	$ 617,266.00	$ (133,302.04)	$ 133,302.04	$ -
24-05		$ 564,143.00	$ 24,963.65	$ 14,326.80	$ 19,967.15	$ 504,885.40	$ 416,164.00	$ 88,721.40		$ 88,721.40
24-06		$ 407,301.00	$ 18,023.76	$ 10,343.95	$ 14,416.28	$ 364,517.01		$ 364,517.01		$ 364,517.01
24-07		$ 542,500.00	$ 24,015.03	$ 13,782.38	$ 19,208.40	$ 485,494.19		$ 485,494.19		$ 485,494.19
24-08		$ 50,000.00	$ 2,209.28	$ 1,267.92	$ 1,767.09	$ 44,755.71		$ 44,755.71		$ 44,755.71
		$ 2,820,146.00	$ 124,818.25	$ 71,634.00	$ 99,835.75	$ 2,523,858.00	$ 1,631,648.00	$ 892,210.00	$ 599,417.90	$ 1,491,627.90
					$ 296,288.00					

Project#		FY 24 Budget Balance Forward	#1 BCC	FY 24 Budget Balance	#1 BCC 6/11	FY 24 Budget Balance	#2 BCC	FY 24 Budget Balance	#2 BCC 6/11	FY 24 Budget Balance
24-01	0.049	$ -	$ 30,296.82	$ (30,296.82)	$ 30,296.82	$ -	$ 38,960.05	$ (38,960.05)	$ 38,960.05	$ -
24-02	0.0717	$ 308,117.23	$ 44,777.62	$ 263,339.61		$ 263,339.61	$ 57,581.58	$ 205,758.03		$ 205,758.03
24-03	0.070	$ 200,022.36	$ 43,387.93	$ 156,634.43		$ 156,634.43	$ 55,794.50	$ 100,839.93		$ 100,839.93
24-04	0.1682	$ -	$ 104,975.08	$ (104,975.08)	$ 104,975.08	$ -	$ 134,992.22	$ (134,992.22)	$ 134,992.22	$ -
24-05	0.1754	$ 88,721.40	$ 109,507.90	$ (20,786.50)	$ 20,786.50	$ -	$ 140,821.18	$ (140,821.18)	$ 140,821.18	$ -
24-06	0.1266	$ 364,517.01	$ 79,062.73	$ 285,454.28		$ 285,454.28	$ 101,670.35	$ 183,783.93		$ 183,783.93
24-07		$ 485,494.19	$ -	$ 485,494.19		$ 485,494.19	$ -	$ 485,494.19		$ 485,494.19
24-08		$ 44,755.71	$ -	$ 44,755.71		$ 44,755.71	$ -	$ 44,755.71		$ 44,755.71
25-01	0.0357	$ -	$ 22,303.43	$ (22,303.43)	$ 22,303.43	$ -	$ 28,680.99	$ (28,680.99)	$ 28,680.99	$ -
25-02	0.040	$ -	$ 24,928.51	$ (24,928.51)	$ 24,928.51	$ -	$ 32,056.70	$ (32,056.70)	$ 32,056.70	$ -
25-03	0.1119	$ -	$ 69,868.12	$ (69,868.12)	$ 69,868.12	$ -	$ 89,846.58	$ (89,846.58)	$ 89,846.58	$ -
25-04	0.102	$ -	$ 63,547.42	$ (63,547.42)	$ 63,547.42	$ -	$ 81,718.51	$ (81,718.51)	$ 81,718.51	$ -
25-05	0.0266	$ -	$ 16,585.66	$ (16,585.66)	$ 16,585.66	$ -	$ 21,328.25	$ (21,328.25)	$ 21,328.25	$ -
26-01	0.0133	$ -	$ 8,274.29	$ (8,274.29)	$ 8,274.29	$ -	$ 10,640.29	$ (10,640.29)	$ 10,640.29	$ -
26-02	0.0108	$ -	$ 6,769.18	$ (6,769.18)	$ 6,769.18	$ -	$ 8,704.80	$ (8,704.80)	$ 8,704.80	$ -
		$ 1,491,627.90	$ 624,284.68	$ 867,343.22	$ 368,335.01	$ 1,235,678.22	$ 802,796.00	$ 432,882.22	$ 587,749.57	$ 1,020,631.80
			$ 624,284.68				$ 802,796.00	$ (587,749.57)		

Project#		FY 24 Budget Balance Forward	#3 BCC	FY 24 Budget Balance	#3 BCC 6/11
24-01	0.049	$ -	$ 3,219.90	$ (3,219.90)	$ 3,219.90
24-02	0.072	$ 205,758.03	$ 4,758.90	$ 200,999.13	
24-03	0.070	$ 100,839.93	$ 4,611.20	$ 96,228.73	
24-04	0.168	$ -	$ 11,156.59	$ (11,156.59)	$ 11,156.59
24-05	0.175	$ -	$ 11,638.33	$ (11,638.33)	$ 11,638.33
24-06	0.127	$ 183,783.93	$ 8,402.66	$ 175,381.27	
24-07		$ 485,494.19	$ -	$ 485,494.19	
24-08		$ 44,755.71	$ -	$ 44,755.71	
25-01	0.036	$ -	$ 2,370.37	$ (2,370.37)	$ 2,370.37
25-02	0.040	$ -	$ 2,649.36	$ (2,649.36)	$ 2,649.36
25-03	0.112	$ -	$ 7,425.47	$ (7,425.47)	$ 7,425.47
25-04	0.102	$ -	$ 6,753.72	$ (6,753.72)	$ 6,753.72
25-05	0.027	$ -	$ 1,762.70	$ (1,762.70)	$ 1,762.70
26-01	0.013	$ -	$ 879.38	$ (879.38)	$ 879.38
26-02	0.011	$ -	$ 719.42	$ (719.42)	$ 719.42
		$ 1,020,631.80	$ 66,348.00	$ 954,283.80	$ 48,575.24
			$ 66,348.00	$ (48,575.24)	

Project#			
24-01	0.049	$ 3,446,982.00	***PROJECT -BUDGETED TOTALS 5-YEAR PLAN (SW GOB CAPITAL FUND)***
24-02	0.072	$ 5,094,517.00	USED FOR ALLOCATION
24-03	0.070	$ 4,936,406.00	
24-04	0.168	$ 11,943,406.00	
24-05	0.175	$ 12,459,122.00	
24-06	0.127	$ 8,995,261.00	
25-01	0.036	$ 2,537,544.00	
25-02	0.040	$ 2,836,209.00	
25-03	0.112	$ 7,949,156.00	
25-04	0.102	$ 7,230,027.00	
25-05	0.027	$ 1,887,012.00	
26-01	0.013	$ 941,397.00	
26-02	0.011	$ 770,155.00	
	1	$ 71,027,194.00	
		$ 72,344,694.00	
		$ 1,317,500.00	
24-07		$ 542,500.00	NOT INCLUDED FOR BCC ITEMS
24-08		$ 775,000.00	NOT INCLUDED FOR BCC ITEMS
		$ 1,317,500.00	
DIFF		$ -	

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving Work Order BCC24.03 BCC Engineering, LLC in the Amount of $624,284.68 for the Stormwater Improvement Program Design Right of Way and Topographic Survey/Utility Coordination/Subsurface Utilities Investigation Services - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, MBA, PE)**

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR PROFESSIONAL SURVEYING AND UNDERGROUND UTILITY INVESTIGATION SERVICES RELATED TO THE STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $624,284.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order BCC24.03 with BCC Engineering, LLC in the Amount of $624,284.68 for Stormwater Design Survey & Utility Coordination on Harbor, North Bay, and Treasure Islands as part of the Stormwater Improvement Program.

BACKGROUND AND ANALYSIS

BCC Engineering, LLC will provide services in the form of Professional Surveying and Underground Utility Investigation services for the Village. The project will focus on developing Right of Way (ROW) and Topographic Survey, Utility Coordination, and Subsurface Utilities Investigation services for North Bay Island, Harbor Island, and Treasure Island.

BCC Engineering, LLC will retain Premiere Design Solutions, Inc. (PDS) to perform ROW & Topographic Survey/Utility Coordination/Subsurface Utilities Investigation for North Bay Island, Harbor Island, and Treasure Island.

ROW and Topographic Surveying Services

PDS will conduct a desktop review of available and recorded public information of the area of work described above, the task will also include researching and collecting all available roadway plat documents from the public record library, request and research available as-built, and record drawings for both routes shown. With this, a ROW file will be drafted into an AutoCAD-based drawing showing all right-of-way (ROW) lines, easement lines, and property lines available in the recorded plat documents for all routes. The Survey will depict all existing surface conditions, including Street right-of-way lines which will be depicted on the survey in accordance with the current instruments of record that are available. The final deliverable will include a signed and sealed Topographic Survey and an AutoCAD base file suitable for use in the final design

Utility Coordination

This task involves comprehensive utility coordination efforts to map and document underground utilities within the project area. PDS will develop a tracking matrix and regularly update the answers received to monitor utility company responses. Upon receipt of information, the consultant will digitize all data using AutoCAD Civil3D to represent the horizontal location of underground utilities as depicted in the provided drawings. All utility lines will be appropriately layered and labeled to ensure clarity and provide engineering designers with all available information from the obtained As-Built drawings.

All compiled information, including utility data and other underground lines, will be integrated into a single AutoCAD file. This file will serve as an overlay of the survey to depict all known underground utilities, providing crucial information for project planning and design.

Subsurface Utilities Investigation

PDS will conduct designation at twenty (20) locations provided by the design engineer within the area of work shown above to locate the horizontal location of existing utilities in the project area. At the twenty (20) locations identified by the design engineer, PDS will perform soft dig exploratory test holes in compliance with Location Services - (Quality Level ‘A’). Test holes will be utilized to expose utilities to minimize any potential for damage.

BCC Engineering’s scope will be allocated to the Stormwater GOB Capital Project Budgets for SW24-01, SW24-04, SW24-05, SW25-01, SW25-02, SW25-02, SW25-03, SW25-04, SW25-05, SW26-01, and SW26-02. Projects SW24-01, SW24-04, SW25-01, SW25-02, SW25-03, SW25-04, SW25-05, SW26-01, and SW26-02, which will require a combined budget increase of $368,335.01 in the current fiscal year. The line of coding for BCC Engineering’s Work Order (all thirteen projects), a total of $624,284.68, is Stormwater Improvements (340.36.538.6307). The increase in funding, $368,335.01, will come from the additional Loan/Debt Proceeds (from the Line of Credit) (340.00.384.3841) while the remaining $255,949.67, will come from the FY 2024 Budget. Please see the attached Budget Amendment (Exhibit B) for additional backup.

It is recommended that the Village Commission approve Work Order BCC24.03 BCC

Engineering, LLC in the amount of $624,284.00 for the Stormwater Improvement Program Design Right of Way and Topographic Survey/Utility Coordination/Subsurface Utilities Investigation Services.

Approval of this agenda item will promote the Resilience Pillar of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

In the Stormwater GOB Capital Fund - Increase Stormwater Improvements (340.36.538.6307) $368,335.01 and an Increase to Loan/Debt Proceeds (from the Line of Credit) $368,335.01- Please see Background for additional information.

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution WO BCC Surveying- Srvs. -BA.DOCX
Exihibit A - Signed BCC2403 Design Survey.pdf
Exhibit B - Budget Amendment - BCC SW GOB CAp .pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR PROFESSIONAL SURVEYING AND UNDERGROUND UTILITY INVESTIGATION SERVICES RELATED TO THE STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $624,284.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on April 26, 2024, with BCC Engineering, LLC (the "Consultant"), as one of the selected firms (the "Agreement"); and

WHEREAS, the Village has begun implementing a Stormwater Improvement Program (the "Project") and desires to engage Consultant to perform professional surveying and underground utility investigation services for Harbor, North Bay, and Treasure Islands as part of the Project (the "Services"); and

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

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A" consistent with the Agreement previously entered into between the Village and Consultant in an amount not to exceed $624,284.00 (the "Work Order"); and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (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, in order to provide the necessary funding for the Services and 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A."

Section 3. 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 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 Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____ 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER NO. BCC2403

DATED THIS 1ST DAY OF JUNE 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NORTH BAY VILLAGE
NORTH BAY VILLAGE ROW & TOPOGRAPHIC SURVEY

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), **BCC Engineering, LLC** authorized to transact business in Florida ("CONSULTANT"), is made pursuant to the Continuing General Professional Engineering and Architectural Services Agreement (the "Agreement") dated April 26, 2024, and expiring on April 14, 2029.

PROJECT DESCRIPTION

As part of this Work Order (WO), the CONSULTANT will support the VILLAGE with professional services in the form of Professional Surveying and Underground Utility Investigation services for the VILLAGE.

The project will focus on developing ROW and Topographic Survey, Utility Coordination, and Subsurface Utilities Investigation services for the Noth Bay Island, Harbor Island and Treasure Island.

This Work order will be an integral part of the Continuing General Professional Engineering and Architectural Services Agreement (RFQ No. 2023-005) between the VILLAGE and the CONSULTANT.

GENERAL REQUIREMENTS

Design Standards

The project does not require design plans and specifications.

Quality Control

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

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

Project Schedule

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

Within 10 business days after receiving the Notice to Proceed and prior to beginning work, the

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

Permitting

Permitting will not be required as part of this WO.

SPECIFIC SCOPE OF SERVICES

The Scope of Services is comprised of the following essential tasks:

Task 1: Project Coordination and Project Management
Task 2: ROW & Topographic/Utility Coordination/Subsurface Utilities Investigation Services (Subconsultant)

Task 1.0 – Project Coordination and Project Management

As part of this task BCC will provide project coordination and management activities.

In addition, BCC will prepare for and attend team meetings as necessary. Representation at recurring team meetings will be vested in the project manager, with the inclusion of team experts as deemed essential for specific disciplines.

BCC will provide support to the VILLAGE in coordinating project activities during the duration of the project with the designated consultants. BCC will facilitate effective communication channels, schedule meetings, and foster collaboration among all stakeholders involved.

Task 2.0 – ROW & Topographic Survey/Utility Coordination/Subsurface Utilities Investigation Services (Subconsultant)

BCC will retain Premiere Design Solutions, Inc. (PDS) to perform ROW & Topographic Survey/Utility Coordination/Subsurface Utilities Investigation for North Bay Island, Harbor Island, and Treasure Island. PDS's detailed scope of work is included in ***Exhibit 'B'***.

- Task 1 – North Bay Island
  - Task 1.1 – ROW & Topographic Surveying Services
  - Task 1.2 – Utilities Coordination
  - Task 1.3 – Subsurface Utilities Investigation
- Task 2 – Harbor Island
  - Task 2.1 – ROW & Topographic Surveying Services
  - Task 2.2 – Utilities Coordination
  - Task 2.3 – Subsurface Utilities Investigation
- Task 3 – Treasure Island
  - Task 3.1 – ROW & Topographic Surveying Services
  - Task 3.2 – Utilities Coordination
  - Task 3.3 – Subsurface Utilities Investigation

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANT'S responsibility to verify accuracy.
- It is the CONSULTANT's responsibility to verity existing geometry is acceptable to all permitting agencies.

ADDITIONAL SERVICES

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

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1.0 – 2.0 within 34 weeks of the written Notice to Proceed

SCHEDULE		
Task #	**Task Description**	**Estimated Duration per Task**
1.0	Project Coordination & Project Management	Project Duration
2.0	ROW & Topographic Survey/Utility Coordination/Subsurface Utilities Investigation Services (Subconsultant)	34 weeks

PROJECT FUNDING

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

METHOD OF COMPENSATION

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

TERMS OF COMPESATION

Services will be provided for the following Not-to-Exceed amounts: Tasks 1.0 and Lump Sum amounts: Task 2.0. ***Exhibit 'C'*** includes a detailed man-hour estimate for work outlined in the Scope of Work.

COMPENSATION SCHEDULE			
Task #	**Task Description**	**Fee**	**LS/TM**
1.0	Project Coordination & Project Management	$ 5,968.00	TM
2.0	ROW & Topographic Survey/Utility Coordination/Subsurface Utilities Investigation Services (Subconsultant)	$ 615,316.68	LS
	Reimbursable Expenses	$ 3,000.00	
Total		**$ 624,284.68**	

VILLAGE CONTACTS

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

Delroy Peters, EI
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
Phone: (305) 756-7171 Ext. 29
Email: Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
Phone: (305) 756-7171 ext. 66
Email: Mlobban@nbvillage.com

CONSULTANT CONTACTS

Victor H. Herrera, PE
Senior Vice President
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: vherrera@bcceng.com
Phone: (305)670-2350

Carlos Morales
Civil Division Manager
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: carlos.morales@bcceng.com
Phone: (305)670-2350

SIGNATURE PAGE
NORTH BAY VILLAGE

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

By: _____
Marlon Lobban
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ _____ Manager Purchasing Authority (§36.25 Village Code)
☐ _____ Resolution No. _____

By: _____
Dr. Ralph Rosado, Ph.D, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____
Estrella Ruaigip
[Witness print/type name]

_____
ROXANA ALVAREZ
[Witness print/type name]

(CORPORATE SEAL)

BCC Engineering, LLC,
a Florida limited liability company.

_____
Victor H. Herrera
[Print Name, check title]

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

ATTEST:

_____
Secretary
Jose A. Munoz
[Print Name]

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of June, 2024, by Victor Herrera (name of person) as Senior Vice-President (type of authority) for BCC Engineering, LLC (name of party on behalf of whom instrument is executed).

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

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

VANESSA AYMERICH
Notary Public
State of Florida
Comm# HH402823
Expires 5/24/2027

Exhibit A – HOURLY RATES

HOURLY RATES

Job Classification	BCC
Principal Engineer	$276
Project Manager	$235
Senior Project Engineer	$205
Project Engineer	$159
Designer	$95
PIO/Communication Manager	$144.82
Project Architect	$156
Landscape Architect	$135
Senior Planner	$115
Construction Manager	$156
Traffic Engineer	$134
Environmental Specialist	$100
CEI Inspector	$122
GIS Specialist	$127
Surveyor	$195
CADD	$90
Clerical/Admin	$74

Exhibit B – PDS PROPOSAL

PREMIERE DESIGN SOLUTIONS, INC
11606 City Hall Promenade, Suite 200, Miramar, FL 33025
Tel: (954) 237 7850 - Fax: (954) 337 2332

May 25, 2024

Mr. Victor H. Herrera. PE
Senior Vice President
BCC Engineering
6401 SW 87 Avenue, Suite 200
Miami, FL 33172
305-670-2350
vherrera@bcceng.com

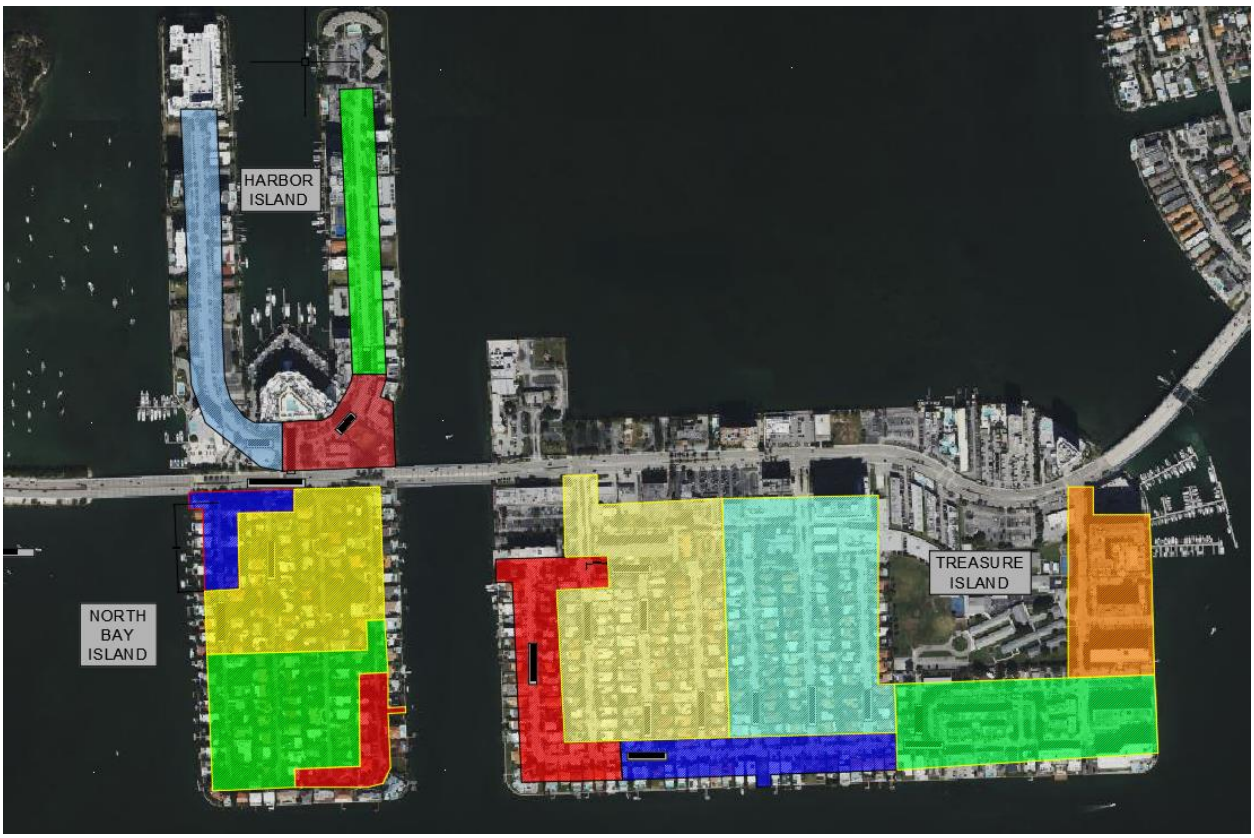
Submitted Via email.

REF: Professional Land Surveying Services for the stormwater system improvements on North Bay Island , Harbor Island, and Treasure Island. 13 project phases.
Miami-Dade County, Florida, PDS Project No. 20210007.5

Dear Mr. Herrera

Premiere Design Solutions, Inc. (PDS) ("Consultant")**,** is pleased to submit this proposal for the above referenced project to **BCC ENGINEERING** (Client), to provide Professional Surveying and Underground Utility Investigation services, in the area shown in Figures 1 to 4.

Figure 1. Overall Project Area



The overall project includes the following islands:

A. North bay Island
B. Harbor island
C. Treasure Island

Each one of the islands was additionally divided into project phases, for a total of 13 phases that can be treated as independent bid packages, shown in colors on the previous page. All the project phases are detail below in the figures 2 to 4..

Figure 2. Project Area – North Bay Island

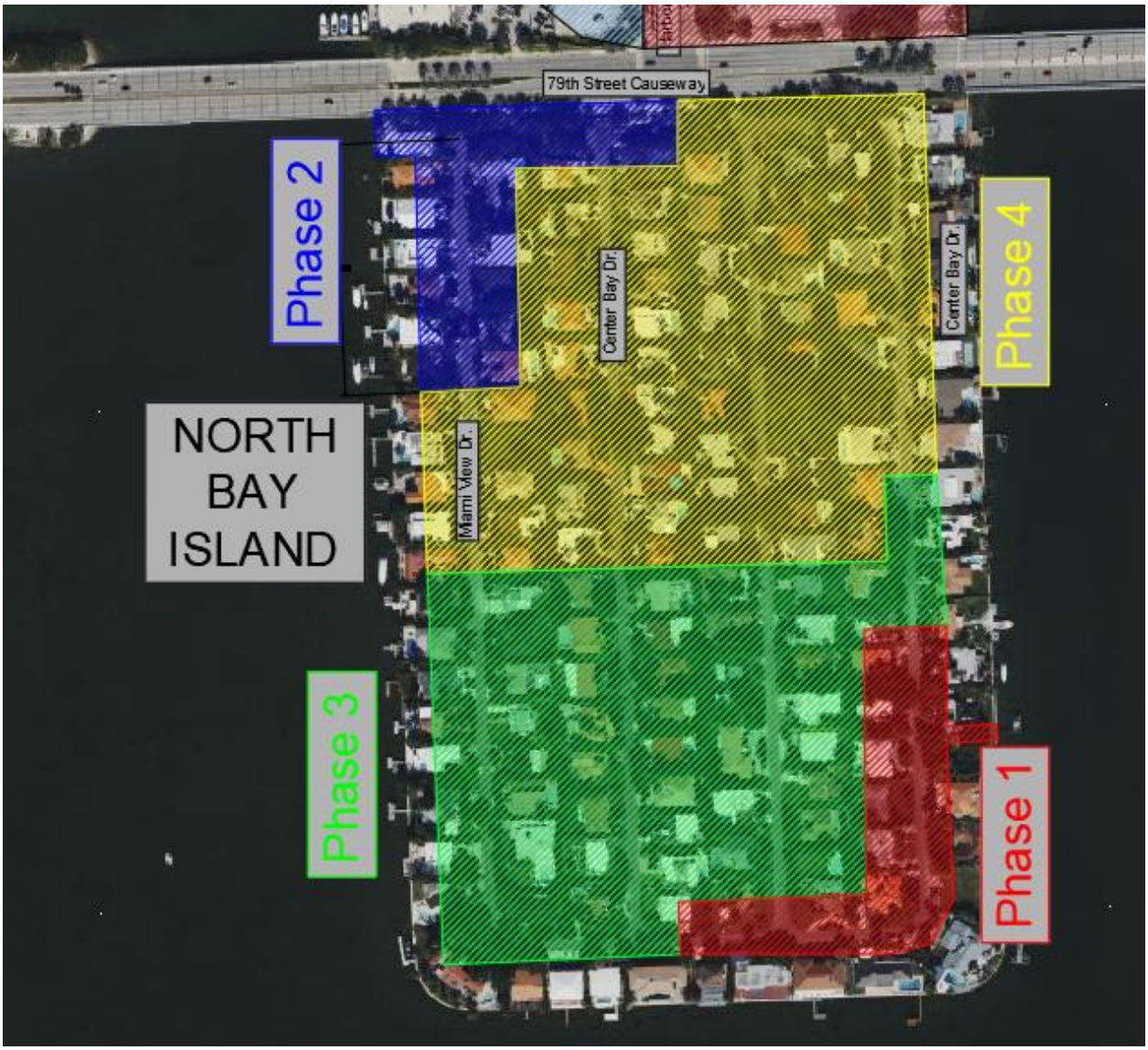


Figure 3. Project Area – Harbor Island

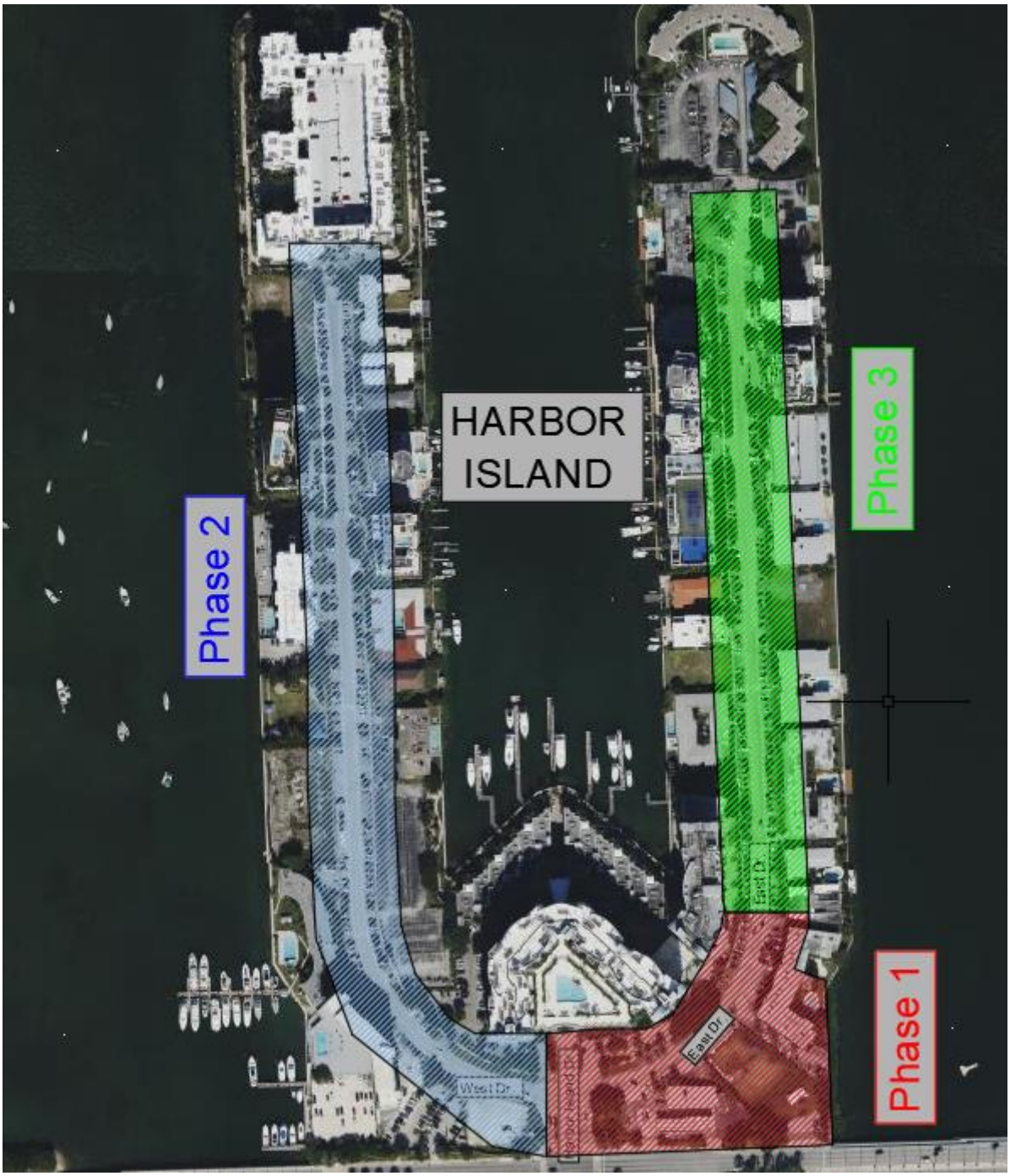


Figure 4. Project Area –Treasure Island



Using the project division, this proposal has 3 tasks associated to each island, for this proposal, the subtasks will be consistent across the project to ensure that all the required information is available in the project deliverables.

Task 1. <u>North Bay Island.</u>

In North Bay Island, the project will have 4 phases as shown in Figure 2, Project Area – North Bay Island. The phases will include the following roads:

A. **Phase 1:** Starting approximately 200 feet from Coquina Dr. over Bay Terrace, heading west to turn north on Beachview Drive for a length of 530 linear feet. The total length of this area will be approximately 1,080 feet.
B. **Phase 2:** Starting from 79th Parkway and heading west from Harbor Island Dr., then turning south on Miami View Dr. for a length of 450 linear feet with an average width of 90 feet. The total length of this area will be approximately 950 feet.
C. **Phase 3:** Over Miami View Dr., with limits from Phase 4 on the north and heading south to Bay Terrace to limit with Phase 1. This phase also includes Center Bay Dr. and Coquina Dr., each with an approximate length of 660 feet, and 273 feet of Beachview Drive, limited by the south with Phase 1 and in the north with Phase 4. The total length of this area will be approximately 2,523 feet.
D. **Phase 4:** Limited by the north with Phase 2 area and 79th Parkway, and by the south with Phase 3. This phase includes the following partial roads: Miami View Dr., Center Bay Dr., Coquina Dr., and Beachview Drive. The total length of this area will be approximately 2,836 feet.

The total survey length for North Bay Island will be approximately 7,380 feet. The activities on North bay island will include:

Task 1 .1. ROW and Topographic Surveying Services

PDS will perform a ROW and Topographic specific purpose survey of the areas shown onFigure 2. Project Area – North Bay Island. This task will include a desktop review of available and recorded public information of the area of work described above, the task will also include researching and collecting all available roadway plat documents from public record library, request and research available as-built and record drawings for both routes shown. With this, a ROW file will be drafted into an AutoCAD based drawing showing all right of way (ROW) lines, easement lines and property lines available in the recorded plat documents for all routes.

For the different areas, this survey will include location and elevations of all above ground and visible features including edge of pavement, valve covers, manholes, slabs, poles, above ground utilities, pull boxes, curbing, landscaping, hardscape, trees, catch basins, fencing, walls, bridge overhang limits, etc., within the survey area. The Survey will depict all existing surface conditions, including Street right-of-way lines which will be depicted on the survey in accordance with the current instruments of record that are available. No title work is anticipated to be required for this work authorization. Topography will be provided in NAVD (1988) vertical datum. Final deliverable will include a signed and sealed Topographic Survey and an AutoCAD base file suitable for use in the final design.

PDS will perform cross sections of elevation points at no more than every 50', or closer if deemed necessary and at elevation changes. Once all field work has been completed and all data collected, all information will be imported into AutoCAD Civil 3D software and will be used to draw a topographic survey with layered assets depicting all available above ground features of the areas of interest. The AutoCAD files will be created utilizing **PDS's** AutoCAD Standards unless directed otherwise by the Client.

Drawings will follow our QA/QC procedures, and will be reviewed, signed, and sealed by a Florida registered Professional Land Surveyor. The survey will be provided in hard copies, in AutoCAD format and in PDF.

Task 1 .2. Utility Coordination

This task involves comprehensive utility coordination efforts to map and document underground utilities within the project area. The process will begin concurrently with task 1.1 and includes preparing a Design Ticket and contacting all utilities identified to have underground infrastructure within the project vicinity. PDS will prepare a letter requesting As-Built drawings from utility owners and distribute them to all relevant parties.

PDS will develop a tracking matrix and regularly update the answers received to monitor utility company responses. Upon receipt of information, the consultant will digitize all data using AutoCAD Civil3D to represent the horizontal location of underground utilities as depicted in the provided drawings.

All utility lines will be appropriately layered and labeled to ensure clarity and provide engineering designers with all available information from the obtained As-Built drawings.

Furthermore, this task involves contacting relevant agencies to request roadway as-builts in an effort to identify additional underground infrastructure, such as stormwater management systems and street lighting.

All compiled information, including utility data and other underground lines, will be integrated into a single AutoCAD file. Underground utilities file will be adjusted once information from the field data collection becomes available, adjusting placement of utilities based on surveyed locations of above ground features such as valve covers, and manhole covers along the selected route. This file will serve as an overlay of the survey to depict all known underground utilities, providing crucial information for project planning and design.

Task 1 .3. Subsurface Utilities Investigation

The information gathered in task 1.2 will be provided to the client that shall identify up to 20 locations where additional information is needed for final design.

PDS will then conduct designation at twenty (20) locations provided by the client within the area of work shown above to locate the horizontal location of existing utilities in the project area. Area will be marked using paint and/or flag markers identifying only the existing utilities at the location of the 20 soft digs.

At the twenty (20) locations identified by the Client, PDS will perform soft dig exploratory test holes in compliance with Location Services - (Quality Level 'A'). This proposal includes up to twenty (20) 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. 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 performed 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. Deliverables will include the reports in PDF format and an AutoCAD file with the mapped locations and elevations of the test holes, and utilities found in demarcation. 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.

Please note that the designation and soft dig activities are inhibited by groundwater. GPR scanning results of underground utilities underwater 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 is not possible to continue excavation much further than 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 it's 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.

Task 2. Harbor Island.

In Harbor Island, the project will have 3 phases as shown in Figure 3, Project Area – Harbor Island. The phases will include the following roads:

A. **Phase 1:** Along East Drive, starting at Harbor Island Dr. The total length of this area will be approximately 870 feet.
B. **Phase 2:** Starting at the end of West Drive, heading south to Harbor Island Dr., which limits with Phase 1. The total length of this area will be approximately 1,994 feet.
C. **Phase 3:** Starting at the end of East Drive, heading south to the limits with Phase 1. The total length of this area will be approximately 1,510 feet.

The total survey length for Harbor Island will be approximately 4374 feet. The activities on Harbor island will include:

Task 2 .1. ROW and Topographic Surveying Services

PDS will perform a ROW and Topographic specific purpose survey of the areas shown onFigure 3. Project Area – Harbor Island. This task will include a desktop review of available and recorded public information of the area of work described above, the task will also include researching and collecting all available roadway plat documents from public record library, request and research available as-built and record drawings for both routes shown. With this, a ROW file will be drafted into an AutoCAD based drawing showing all right of way (ROW) lines, easement lines and property lines available in the recorded plat documents for all routes.

For the different areas, this survey will include location and elevations of all above ground and visible features including edge of pavement, valve covers, manholes, slabs, poles, above ground utilities, pull boxes, curbing, landscaping, hardscape, trees, catch basins, fencing, walls, bridge overhang limits, etc., within the survey area. The Survey will depict all existing surface conditions, including Street right-of-way lines which will be depicted on the survey in accordance with the current instruments of record that are available. No title work is anticipated to be required for this work authorization. Topography will be provided in NAVD (1988) vertical datum. Final deliverable will include a signed and sealed Topographic Survey and an AutoCAD base file suitable for use in the final design.

PDS will perform cross sections of elevation points at no more than every 50', or closer if deemed necessary and at elevation changes. Once all field work has been completed and all data collected, all information will be imported into AutoCAD Civil 3D software and will be used to draw a topographic survey with layered assets depicting all available above ground features of the areas of interest. The AutoCAD files will be created utilizing **PDS's** AutoCAD Standards unless directed otherwise by the Client.

Drawings will follow our QA/QC procedures, and will be reviewed, signed, and sealed by a Florida registered Professional Land Surveyor. The survey will be provided in hard copies, in AutoCAD format and in PDF.

Task 2 .2. *Utility Coordination*

This task involves comprehensive utility coordination efforts to map and document underground utilities within the project area. The process will begin concurrently with task 2.1 and includes preparing a Design Ticket and contacting all utilities identified to have underground infrastructure within the project vicinity. PDS will prepare a letter requesting As-Built drawings from utility owners and distribute them to all relevant parties.

PDS will develop a tracking matrix and regularly update the answers received to monitor utility company responses. Upon receipt of information, the consultant will digitize all data using AutoCAD Civil3D to represent the horizontal location of underground utilities as depicted in the provided drawings.

All utility lines will be appropriately layered and labeled to ensure clarity and provide engineering designers with all available information from the obtained As-Built drawings.

Furthermore, this task involves contacting relevant agencies to request roadway as-builts in an effort to identify additional underground infrastructure, such as stormwater management systems and street lighting.

All compiled information, including utility data and other underground lines, will be integrated into a single AutoCAD file. Underground utilities file will be adjusted once information from the field data collection becomes available, adjusting placement of utilities based on surveyed locations of above ground features such as valve covers, and manhole covers along the selected route. This file will serve as an overlay of the survey to depict all known underground utilities, providing crucial information for project planning and design.

Task 2 .3. *Subsurface Utilities Investigation*

The information gathered in task 2.2 will be provided to the client that shall identify up to 20 locations where additional information is needed for final design.

PDS will then conduct designation at twenty (20) locations provided by the client within the area of work shown above to locate the horizontal location of existing utilities in the project area. Area will be marked using paint and/or flag markers identifying only the existing utilities at the location of the 20 soft digs.

At the twenty (20) locations identified by the Client, PDS will perform soft dig exploratory test holes in compliance with Location Services - (Quality Level 'A'). This proposal includes up to twenty (20) 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. 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 performed 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. Deliverables will include the reports in PDF format and an AutoCAD file with the mapped locations and elevations of the test holes, and utilities found in demarcation. 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.

Please note that the designation and soft dig activities are inhibited by groundwater. GPR scanning results of underground utilities underwater 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 is not possible to continue excavation much further than 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 it's 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.

Task 3. Treasure Island

In Treasure Island the project will have 6 phases, as shown in Figure 4. Project Area –Treasure Island. The phases will include the following roads:

A. Phase 1: Starting on N Treasure Dr., 115 feet before the intersection with Adventure Ave., heading west, turning south on W Treasure Dr. until its end, and turning east on S Treasure Drive until 140 feet after Adventure Ave. The total length of this area will be approximately 1,500 feet.
B. Phase 2: Continuing from Phase 1 on S Treasure Drive, starting 140 feet east of Adventure Ave. to 140 feet after Mutiny Ave. The total length of this area will be approximately 870 feet.
C. Phase 3: Continuing from Phase 2 on S Treasure Drive, heading west to E Treasure Drive, then turning north on E Treasure Drive until 63 feet north of the intersection with Galleon St., limiting with Phase 6. This phase also includes Galleon St. from the intersection with E Treasure Drive to Jewel Ave., and Jewel Ave. from the intersection with S Treasure Island to approximately 60 feet north of the intersection with Galleon St. The total length of this area will be approximately 3,474 feet.
D. Phase 4: Limited at the north by 79th Street Causeway on Adventure Ave., heading south past Pirates Alley's intersection to N Treasure Dr.'s intersection, limiting with Phase 1. The intersection is included in the Phase 1 survey. Phase 4 continues after the intersection, heading south to the S Treasure Dr. intersection, where it again limits with Phase 1. This phase also includes Bounty Ave., Buccaneer Ave., part of N Treasure Dr. from the limit of Phase 1 to the limit of Phase 5, beginning approximately 170 feet before the intersection with Bounty Ave. and ending approximately 150 feet from Buccaneer Ave., and approximately 700 feet of Pirates Alley, measuring from the intersection with Adventure Ave. to the limits with Phase 5. The total length of this area will be approximately 4,470 feet.

E. Phase 5: This phase includes a partial length of Pirates Alley and N Treasure Dr. from the limit of Phase 4 to the end of each road. It additionally comprises Cutlass Ave., Hispaniola Ave., and Mutiny Ave. The total length of this area will be approximately 5,060 feet.
F. Phase 6: Starting at the intersection of E Treasure Dr. with 79th Street Causeway and heading south to the limits with Phase 3, this area extends from the road to the bay. Its total length will be approximately 2,318 feet.

The total survey length for Treasure Island will be approximately 17,692 feet. The activities on Treasure Island will include:

Task 3 .1. ROW and Topographic Surveying Services

PDS will perform a ROW and Topographic specific purpose survey of the areas shown on Figure 4. Project Area –Treasure Island. This task will include a desktop review of available and recorded public information of the area of work described above, the task will also include researching and collecting all available roadway plat documents from public record library, request and research available as-built and record drawings for both routes shown. With this, a ROW file will be drafted into an AutoCAD based drawing showing all right of way (ROW) lines, easement lines and property lines available in the recorded plat documents for all routes.

For the different areas, this survey will include location and elevations of all above ground and visible features including edge of pavement, valve covers, manholes, slabs, poles, above ground utilities, pull boxes, curbing, landscaping, hardscape, trees, catch basins, fencing, walls, bridge overhang limits, etc., within the survey area. The Survey will depict all existing surface conditions, including Street right-of-way lines which will be depicted on the survey in accordance with the current instruments of record that are available. No title work is anticipated to be required for this work authorization. Topography will be provided in NAVD (1988) vertical datum. Final deliverable will include a signed and sealed Topographic Survey and an AutoCAD base file suitable for use in the final design.

PDS will perform cross sections of elevation points at no more than every 50', or closer if deemed necessary and at elevation changes. Once all field work has been completed and all data collected, all information will be imported into AutoCAD Civil 3D software and will be used to draw a topographic survey with layered assets depicting all available above ground features of the areas of interest. The AutoCAD files will be created utilizing **PDS's** AutoCAD Standards unless directed otherwise by the Client.

Drawings will follow our QA/QC procedures, and will be reviewed, signed, and sealed by a Florida registered Professional Land Surveyor. The survey will be provided in hard copies, in AutoCAD format and in PDF.

Task 3 .2. Utility Coordination

This task involves comprehensive utility coordination efforts to map and document underground utilities within the project area. The process will begin concurrently with task 3.1 and includes preparing a Design Ticket and contacting all utilities identified to have underground infrastructure within the project vicinity. PDS will prepare a letter requesting As-Built drawings from utility owners and distribute them to all relevant parties.

PDS will develop a tracking matrix and regularly update the answers received to monitor utility company responses. Upon receipt of information, the consultant will digitize all data using AutoCAD Civil3D to represent the horizontal location of underground utilities as depicted in the provided drawings.

All utility lines will be appropriately layered and labeled to ensure clarity and provide engineering designers with all available information from the obtained As-Built drawings.

Furthermore, this task involves contacting relevant agencies to request roadway as-builts in an effort to identify additional underground infrastructure, such as stormwater management systems and street lighting.

All compiled information, including utility data and other underground lines, will be integrated into a single AutoCAD file. Underground utilities file will be adjusted once information from the field data collection becomes available, adjusting placement of utilities based on surveyed locations of above ground features such as valve covers, and manhole covers along the selected route. This file will serve as an overlay of the survey to depict all known underground utilities, providing crucial information for project planning and design.

Task 3 .3. *Subsurface Utilities Investigation*

The information gathered in task 3.2 will be provided to the client that shall identify up to 20 locations where additional information is needed for final design.

PDS will then conduct designation at twenty (20) locations provided by the client within the area of work shown above to locate the horizontal location of existing utilities in the project area. Area will be marked using paint and/or flag markers identifying only the existing utilities at the location of the 20 soft digs.

At the twenty (20) locations identified by the Client, PDS will perform soft dig exploratory test holes in compliance with Location Services - (Quality Level 'A'). This proposal includes up to twenty (20) 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. 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 performed 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. Deliverables will include the reports in PDF format and an AutoCAD file with the mapped locations and elevations of the test holes, and utilities found in demarcation. 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.

Please note that the designation and soft dig activities are inhibited by groundwater. GPR scanning results of underground utilities underwater 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 is not possible to continue excavation much further than 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 it's 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.

PROPOSED COST OF SERVICES

PDS has prepared the attached man hour estimate for this project to prepare corresponding fees for the services outlined above. PDS can complete tasks described in the scope of services as follows:

Task 1. North Bay Island

Task 1.1.	*ROW and Topographic Surveying Services (paid on lump sum basis)*	*$87,295.83*
Task 1.2.	*Utility Coordination (paid on lump sum basis)*	*$38,131.95*
Task 1.3.	*Subsurface Utilities Investigation (20 test holes $1,350 each)*	*$ 33,750.00*

Subtotal task 1 ***$159,177.78***

Task 2. Harbor Island

Task 2.1.	*ROW and Topographic Surveying Services (paid on lump sum basis)*	*$48,838.26*
Task 2.2.	*Utility Coordination (paid on lump sum basis)*	*$ 25,294.95*
Task 2.3.	*Subsurface Utilities Investigation (20 test holes $1,350 each)*	*$ 20,250.00*

Subtotal task 2 ***$94,383.21***

Task 3. Treasure Island

Task 3.1.	*ROW and Topographic Surveying Services (paid on lump sum basis)*	*$194,011.74*
Task 3.2.	*Utility Coordination (paid on lump sum basis)*	*$ 86,743.95*
Task 3.3.	*Subsurface Utilities Investigation (20 test holes $1,350 each)*	*$ 81,000.00*

Subtotal task 3 ***$361,755.69***

Total Lump Sum ***$615,316.68***

Reimbursables

Consumable Survey Materials *$ 3000.00*

Total Reimbursables ***$3,000.00***

Total Lump Sum + Reimbursables ***$618,316.68***

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 ..... 14 weeks
Task 2 ..... 8 Weeks
Task 3 ..... 23 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 sod restoration is included. It is possible that if soft digs are required on sodded areas, trucks will need to drive over sodded areas damaging the ground cover. While we will attempt not to disturb existing ground cover and sod, damaged areas will not be re-sodden. Our crews will never drive over playing field areas.
2. No permitting services are included.
3. No design services are included.
4. No tree survey or tree relocation plans are included.
5. FEMA Flood Information not included.
6. No MOT Permit, Design, barricades, or Off-Duty Police is included.
7. No land clearing of overgrown vegetation is included.
8. 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.

Exhibit C – FEE ESTIMATE

PROPOSAL FEES SCHEDULE

Project Name:	ROW & Topographic Survey	BCC Staff by Category		TOTAL HOURS	TOTAL FEE
Proposal Date	5/31/2024				
Task No.	Description	Principal Engineer	Project Manager		
		$276.00	$235.00		
1.0	Project Coordination and Project Management	8	16	24	$ 5,968.00
2.0	ROW & Topographic Survey/Utility Coordination/Subsurface Utilities Investigation Services (Subconsultant)				$ 615,316.68
	Reimbursable Expenses				$ 3,000.00
Total Hours		8	16	24	
Total Fee		$ 2,208.00	$ 3,760.00		**$ 624,284.68**

Budget Amendment Form

Department : Stormwater Capital	Date: 6/11/2024
Fund(s) to be changed: Stormwater Capital Fund	

GL Account	GL Line Item	Project #:	Transfer to:	Transfer from:
340.36.538.6307	HI Project Pkg 1 (PS & Outfall)	SW24-01	$ 30,296.82	
340.36.538.6307	NBI Project Pkg 1 (PS & Outfall)	SW24-02	$ -	
340.36.538.6307	NBI Project Pkg 2 (PS & Outfall)	SW24-03	$ -	
340.36.538.6307	TI Project Pkg 1 (PS & Outfall)	SW24-04	$ 104,975.08	
340.36.538.6307	TI Project Pkg 2 (PS & Outfall)	SW24-05	$ 20,786.50	
340.36.538.6307	TI Project Pkg 2 (PS & Outfall)	SW24-06	$ -	
340.36.538.6307	NBI Project Pkg 3 (SW & ROAD ELEV)	SW25-01	$ 22,303.43	
340.36.538.6307	NBI Project Pkg 4 (SW & ROAD ELEV)	SW25-02	$ 24,928.51	
340.36.538.6307	TI Project Pkg 4 (SW & ROAD ELEV)	SW25-03	$ 69,868.12	
340.36.538.6307	TI Project Pkg 5 (SW & ROAD ELEV)	SW25-04	$ 63,547.42	
340.36.538.6307	TI Project Pkg 6 (SW & ROAD ELEV)	SW25-05	$ 16,585.66	
340.36.538.6307	HI Project Pkg 3 (SW & ROAD ELEV)	SW26-01	$ 8,274.29	
340.36.538.6307	HI Project Pkg 2 (SW & ROAD ELEV)	SW26-02	$ 6,769.18	
340.00.384.3841	Loan/Debt Proceeds (Line of Credit)			$ 368,335.01
			$ 368,335.01	**$ 368,335.01**

Description:

Increase Stormwater GOB Capital Project Budgets for SW24-01, SW24-04, SW24-05, SW25-01, SW25-02, SW25-02, SW25-03, SW25-04, SW25-05, SW26-01, and SW26-02 - using the SW GOB Line of Credit for BCC (total $624,284.68) for the Stormwater Improvement Program Design Right of Way & Tpopgraphic Survey/Utility Coordination/Subsurface Utilities Invesigation Services.

Stormwater GOB Capital Fund

Project#	FY 24 Budget	Actual B&V	Actual B&V	Actual B&V	FY 24 Budget Balance	EXP/CHEN/ RIBBECK	FY 24 Budget Balance	EXP/CHEN/ RIBBECK BA 6/11	FY 24 Budget Balance
24-01	$ 147,598.00	$ 6,527.99	$ 3,746.46	$ 5,221.41	$ 132,102.14	$ 598,218.00	$ (466,115.86)	$ 466,115.86	$ -
24-02	$ 344,294.00	$ 15,240.31	$ 8,746.51	$ 12,189.95	$ 308,117.23		$ 308,117.23		$ 308,117.23
24-03	$ 223,518.00	$ 9,898.09	$ 5,680.58	$ 7,916.97	$ 200,022.36		$ 200,022.36		$ 200,022.36
24-04	$ 540,792.00	$ 23,940.14	$ 13,739.40	$ 19,148.50	$ 483,963.96	$ 617,266.00	$ (133,302.04)	$ 133,302.04	$ -
24-05	$ 564,143.00	$ 24,963.65	$ 14,326.80	$ 19,967.15	$ 504,885.40	$ 416,164.00	$ 88,721.40		$ 88,721.40
24-06	$ 407,301.00	$ 18,023.76	$ 10,343.95	$ 14,416.28	$ 364,517.01		$ 364,517.01		$ 364,517.01
24-07	$ 542,500.00	$ 24,015.03	$ 13,782.38	$ 19,208.40	$ 485,494.19		$ 485,494.19		$ 485,494.19
24-08	$ 50,000.00	$ 2,209.28	$ 1,267.92	$ 1,767.09	$ 44,755.71		$ 44,755.71		$ 44,755.71
	$ 2,820,146.00	$ 124,818.25	$ 71,634.00	$ 99,835.75	$ 2,523,858.00	$ 1,631,648.00	$ 892,210.00	$ 599,417.90	$ 1,491,627.90
				$ 296,288.00					

Project#		FY 24 Budget Balance Forward	BCC	FY 24 Budget Balance	BCC
24-01	0.049	$ -	$ 30,296.82	$ (30,296.82)	$ 30,296.82
24-02	0.0717	$ 308,117.23	$ 44,777.62	$ 263,339.61	
24-03	0.070	$ 200,022.36	$ 43,387.93	$ 156,634.43	
24-04	0.1682	$ -	$ 104,975.08	$ (104,975.08)	$ 104,975.08
24-05	0.1754	$ 88,721.40	$ 109,507.90	$ (20,786.50)	$ 20,786.50
24-06	0.1266	$ 364,517.01	$ 79,062.73	$ 285,454.28	
24-07		$ 485,494.19	$ -	$ 485,494.19	
24-08		$ 44,755.71	$ -	$ 44,755.71	
25-01	0.0357	$ -	$ 22,303.43	$ (22,303.43)	$ 22,303.43
25-02	0.040	$ -	$ 24,928.51	$ (24,928.51)	$ 24,928.51
25-03	0.1119	$ -	$ 69,868.12	$ (69,868.12)	$ 69,868.12
25-04	0.102	$ -	$ 63,547.42	$ (63,547.42)	$ 63,547.42
25-05	0.0266	$ -	$ 16,585.66	$ (16,585.66)	$ 16,585.66
26-01	0.0133	$ -	$ 8,274.29	$ (8,274.29)	$ 8,274.29
26-02	0.0108	$ -	$ 6,769.18	$ (6,769.18)	$ 6,769.18
		$ 1,491,627.90	$ 624,284.68	$ 867,343.22	$ 368,335.01
Project#			$ 624,284.68		

Project#			
24-01	0.049	$ 3,446,982.00	***PROJECT -BUDGETED TOTALS 5-YEAR PLAN (SW GOB CAPITAL FUND)***
24-02	0.072	$ 5,094,517.00	USED FOR ALLOCATION
24-03	0.070	$ 4,936,406.00	
24-04	0.168	$ 11,943,406.00	
24-05	0.175	$ 12,459,122.00	
24-06	0.127	$ 8,995,261.00	
25-01	0.036	$ 2,537,544.00	
25-02	0.040	$ 2,836,209.00	
25-03	0.112	$ 7,949,156.00	
25-04	0.102	$ 7,230,027.00	
25-05	0.027	$ 1,887,012.00	
26-01	0.013	$ 941,397.00	
26-02	0.011	$ 770,155.00	
	1	$ 71,027,194.00	
		$ 72,344,694.00	
		$ 1,317,500.00	
24-07		$ 542,500.00	NOT INCLUDED FOR BCC ITEMS
24-08		$ 775,000.00	NOT INCLUDED FOR BCC ITEMS
		$ 1,317,500.00	
DIFF		$ -	

ITEM NO. 11.K

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY: Commissioner Andy Daro

SUBJECT: **A Resolution Approving a Sidewalk Easement Agreement with Moda Apartments for the Construction of a Sidewalk Segment Allowing Connectivity to the East Drive Sidewalk - *Sponsored by Commissioner Andy Daro***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SIDEWALK EASEMENT FOR CONSTRUCTION OF A SIDEWALK SEGMENT AT 8000 WEST DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR ACCEPTANCE OF EASEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a resolution for an easement agreement between the Village and MODA Apartments for the construction of a ninety-seven (97) square feet sidewalk segment on Moda's Right-of-Way (ROW) to connect the existing Island Walk and a new sidewalk segment in the Village's ROW.

BACKGROUND AND ANALYSIS

EAC Engineering has been designing Phase III of the NBV Sidewalk & ADA Improvement Project. Phase III will replace broken sidewalk segments, remove trip hazards from uneven sidewalk segments, install missing sidewalk segments to ensure full connectivity for pedestrian safety, reconstruct curb ramps, reconstruct curbs and gutters and crosswalks, and upgrade crosswalk markings for enhanced visibility.

The proposed improvement areas include multiple segments of the Village's roadway network and are currently estimated to include:

•1810 linear feet of missing sidewalk

•26 Mid-block crosswalks

•10,850 linear feet of sidewalk repairs

Upon scoping analysis of the crosswalk, the consultants determined that a sidewalk segment on the private Right-of-Way (ROW) at Moda apartments would connect the existing Island Walk at Moda to the proposed public ROW sidewalk segment at the northeastern entrance to the apartment. This new sidewalk segment on Moda's ROW would be ninety-seven (97) square feet with a standard width of five (5) feet. (See attachment as "Drawings of Sidewalk Segment at Moda").

The Village must acquire an easement to construct the sidewalk on Moda's property. The proposed easement is attached for approval.

Staff requests that the Commission approve a resolution to accept and execute the agreement, thus allowing the sidewalk to ultimately be constructed.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Accepting MODA Sidewalk Easement.DOCX
Moda - Sidewalk Easement.pdf
Drawings of Sidewalk Segment at MODA.pdf
North Bay Village - ADA Sidewalk Esmt at Moda.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SIDEWALK EASEMENT FOR CONSTRUCTION OF A SIDEWALK SEGMENT AT 8000 WEST DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR ACCEPTANCE OF EASEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 8000 West Drive Ground Owner LLC (the "Owner") is the owner of the property located at 8000 West Drive, North Bay Village, Florida (the "Property"); and

WHEREAS, North Bay Village (the "Village") wishes to construct a sidewalk on a portion of the Property to provide for enhanced public access; and

WHEREAS, on July 25, 2012, the Village adopted Resolution 2012-30A approving a 285-unit residential development (the "Development") for the Property; and

WHEREAS, the Owner has agreed to give the Village an easement to provide for a sidewalk at the Property, all as more fully set forth in the "Sidewalk Easement" attached hereto as "Exhibit A" (the "Easement"); and

WHEREAS, the Village Manager is negotiating the Easement with the Owner of the Property; and

WHEREAS, the Village Commission desires to approve the Easement; authorize the Village Manager to negotiate, execute, and accept the Easement with such material and non-material changes to the Easement as may be in the Village's best interest, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency; and

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

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

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

Section 2. Approval. That the Village Commission approves the Easement attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate, execute, and accept the Easement with such material and non-material changes to the Easement as may be in the Village's best interest, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Acceptance. That the Village Commission hereby accepts the Easement from the Owner of the Property, subject to final negotiations by the Village Manager and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 5. 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 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 Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

This instrument prepared by,
or under the direction of:

Maria V. Currais, Esq.
Weiss Serota Helfman Cole & Bierman PL
2800 Ponce de Leon Blvd., #1200
Coral Gables, FL 33134

SIDEWALK EASEMENT

THIS **SIDEWALK EASEMENT** ("Easement") is made and entered into this ____ day of May 2024, by **8000 WEST DRIVE GROUND OWNER LLC,** a Delaware limited liability company, with an address of c/o Safehold, Inc, 1114 Avenue of Americas, New York, NY 10036, as grantor (the "Grantor"), in favor of **NORTH BAY VILLAGE,** a municipal corporation of the State of Florida, with an address 1666 Kennedy Causeway, Third Floor, North Bay Village, FL 33141, as grantee (the "Grantee").

RECITALS:

WHEREAS, Grantor is the owner in fee simple of the area identified in **Exhibit "A",** which is attached hereto and made a part hereof;

WHEREAS, on July 25, 2012, the Grantee approved a 285-unit residential development (the "Development") by Resolution 2012-30A, for the property located at 8000 West Drive, North Bay Village, Florida, 33141 (the "Property");

WHEREAS, pursuant to Resolution 2012-30A Grantor agreed to execute and record an easement, in a form acceptable to the City Manager and City Attorney, for a public baywalk/boardwalk along the perimeter of the Property as shown on the Development's approved site plan (the "Baywalk"), which allows public access;

WHEREAS, Grantor and Grantee entered into that certain Baywalk Easement for the Baywalk recorded on June 23, 2015 in Official Records Books 29667, Page 2657 of the Public Records of Miami-Dade County, Florida (the "Existing Easement");

WHEREAS, Grantor has now agreed to execute and record an easement, in a form acceptable to the City Manager and City Attorney, for an easement for the construction of a public sidewalk on the Property as shown on **Exhibit "B"** attached hereto (the "Sidewalk Easement Area"), which allows public access; and

WHEREAS, Grantor and Grantee intend to concurrently enter into an Amended and Restated Baywalk Easement, to be executed and recorded at even date hereto, for the purpose of amending and restating the Existing Easement in its entirety and granting Grantee additional rights to beautify the Baywalk Easement Area referenced therein.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), and other valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Grantee a perpetual easement in the Sidewalk Easement Area, for the limited purposes of providing the public with a right of pedestrian access to the Sidewalk Easement Area and allowing ingress and egress for police, maintenance, sanitation, and emergency personnel, as well as granting a perpetual nonexclusive right to

beautify the Sidewalk Easement Area subject to the provisions outlined hereinbelow.

1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.

2. Grant of Easement. The Grantor does hereby grant and convey to Grantee a perpetual nonexclusive easement upon, the Sidewalk Easement Area to be used by the Grantee and the general public as sidewalk access, with Grantor, WP MODAMIA MF-FL, LLC, a Delaware limited liability company, its successors, heirs and assigns ("Ground Lessee"), and their respective tenants, guests and invitees having the express right to concurrent use of the Sidewalk Easement Area. As part of the Easement, the Grantee shall have the perpetual nonexclusive right, but not the obligation, to beautify the Easement Area at the Grantee's sole cost and expense, and subject to the reasonable approval of the Grantee and Ground Lessee.

3. Effective Date. The Easement granted herein shall become effective upon the recordation of the within instrument.

4. Operating Hours. Ground Lessee shall keep the Easement Area open to the general public 24-hours per day, subject to force majeure and the acts of Grantee and its employees and agents.

5. Maintenance. Ground Lessee shall maintain the Sidewalk Easement Area in a safe condition at all times, at its sole expense, subject to force majeure, and except to the extent of any damaged or unsafe condition which is caused by Grantee or its employees or agents. The Grantee shall have the power, but not the obligation, to perform necessary repairs upon the Sidewalk Easement Area (other than repairs or work necessary to remedy an emergency condition, which are governed by the last Paragraph of this instrument) only after the giving of sixty (60) days written notice to Grantor and Ground Lessee of such necessary repairs. The cost of such necessary repairs performed by the Grantee shall be charged to, and shall be reimbursed by, the Ground Lessee within thirty (30) days after receipt of the invoice from the Grantee. Notwithstanding the foregoing or anything contained in the last Paragraph of this instrument to the contrary, the Grantee shall have the obligation to promptly repair any damage to or any unsafe, dangerous or emergency condition of the Sidewalk Easement Area caused by Grantee or its employees or agents, in each case, at Grantee's sole cost and expense.

6. Indemnification. Subject to the limitations of section 768.28, Florida Statutes (as may be amended from time to time), Grantee shall defend, indemnify and save and hold Grantor and Ground Lessee harmless from and against, and reimburse Grantor and Ground Lessee for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, penalties, claims, demands, costs and expense of every kind or nature ("Claims"), including attorneys' fees and court costs incurred by Grantor or Ground Lessee arising directly or indirectly from or out of Grantee's negligent, reckless, or intentionally wrongful conduct with respect to: (a) any accident, injury or damage which shall occur at, in or upon the Sidewalk Easement Area or the public sidewalk infrastructure related thereto; (b) the condition, occupation, maintenance, alteration, repair or use by Grantee or its employees, agents, invitees, licensees or contractors on or about the Sidewalk Easement Area or public sidewalk infrastructure related thereto; or (c) any act or omission of Grantee, its employees, agents, invitees, licensees or contractors.

7. Notice. Any notice which may be permitted or required hereunder shall be in writing and served on the parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, (b) sent by electronic mail, including pdf format, in which case notice shall be deemed delivered upon transmission, or (c) sent by personal delivery, in which

case notice shall be deemed delivered upon receipt. Any notice sent by electronic mail or personal delivery and delivered after 6:00 p.m. Eastern Standard Time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

If to Grantor: [_____]

If to Grantee: [_____]North Bay Village
Attn: Dr. Ralph Rosado, Ph.D., AICP
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
rrosado@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)

If to Ground Lessee: [_____]

8. Successors and Assigns. This Easement shall inure to the benefit of and be binding upon Grantor, its successors and assigns. This Easement shall inure to the benefit of and be binding upon the Grantee. This Easement shall inure to the benefit of and be binding upon Ground Lessee. The rights granted to Ground Lessee under this Easement shall be held only for such time as Ground Lessee holds a leasehold estate in the Property, and such rights shall terminate upon the date in which the Ground Lessee no longer holds any such leasehold estate or interest.

9. Governing Law. This easement shall be governed by the laws of Florida.

Notwithstanding the provisions of Paragraph 5 above, if an unsafe or dangerous condition arising to the level of an emergency which threatens public safety or damage to property exists on the Easement Area, the Grantee may take appropriate code enforcement action and/or take immediate reasonable action to remedy the situation in accordance with the terms of this Paragraph. The Grantee shall have the power, but not the obligation, to remedy any such emergency situation upon written notice of the emergency condition and the corrective action taken by the Grantee to Grantor and the Ground Lessee as soon as practicable. Unless the unsafe or dangerous condition or emergency is caused by Grantee or its employees or agents, Grantee may invoice the Ground Lessee for any reasonable costs incurred to remedy such emergency condition and the Ground Lessee shall pay said invoice after receipt from the Grantee.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its proper officers thereunto duly authorized, the day and year first above written.

WITNESSES:

_____
Name: _____
Address: _____
_____

_____
Name: _____
Address: _____
_____

GRANTOR:

8000 WEST DRIVE GROUND OWNER LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Address: c/o Safehold, Inc.
1114 Avenue of Americas
New York, NY 10036

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2024, by means of (choose one) □ physical presence or □ online notarization, by _____ _____, as _____ of **8000 WEST DRIVE GROUND OWNER LLC,** a Delaware limited liability company, on behalf of said company. He/She (choose one) □ is personally known to me or □ has produced _____ as identification.

My Commission Expires:

_____
Notary Public, Signature
Printed Name: _____

{NOTARY SEAL}

JOINDER PAGE

In executing and delivering this Joinder to the foregoing Sidewalk Easement, and intending to be legally bound thereby, the undersigned hereby acknowledges all of the terms and provisions of the within Sidewalk Easement and agrees to be bound by and to comply with all of said terms and provisions applicable to Ground Lessee.

IN WITNESS WHEREOF, the said Ground Lessee has caused these presents to be executed in its name by its proper officers thereunto duly authorized, the day and year first above written.

WITNESSES:

_____
Name: _____
Address: _____
_____

_____
Name: _____
Address: _____
_____

GROUND LESSEE:

WP MODAMIA MF-FL OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Address: [_____]
[_____]

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2024, by means of (choose one) □ physical presence or □ online notarization, by _____ _____, as _____ of **WP MODAMIA MF-FL OWNER, LLC,** a Delaware limited liability company, on behalf of said company. He/She (choose one) □ is personally known to me or □ has produced _____ as identification.

My Commission Expires:

_____
Notary Public, Signature
Printed Name: _____

{NOTARY SEAL}

IN WITNESS WHEREOF, the said Ground Lessee has caused these presents to be executed in its name by its proper officers thereunto duly authorized, the day and year first above written.

WITNESSES:

Name: _____
Address: _____
_____

_____
Name: _____
Address: _____
_____

GRANTEE:

NORTH BAY VILLAGE, a municipal corporation of the State of Florida,

By: _____
Name: _____
Title: _____

Address: [_____]
[_____]

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2024, by means of (choose one) □ physical presence or □ online notarization, by _____ _____, as _____ of **NORTH BAY VILLAGE**, a municipal corporation of the State of Florida, on behalf thereof. He/She (choose one) □ is personally known to me or □ has produced _____ as identification.

My Commission Expires:

_____
Notary Public, Signature
Printed Name: _____

{NOTARY SEAL}

EXHIBIT "A"

SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)

NOT VALID WITHOUT
SHEETS 1-4 OF 4

LEGAL DESCRIPTION:

A PORTION OF TRACT C, HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT C; THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY BOUNDARIES OF SAID TRACT C THE FOLLOWING FIVE (5) COURSES: THENCE NORTH 02°26'46" WEST, A DISTANCE OF 476.82 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 90°15'09", AN ARC DISTANCE OF 110.26 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°48'24" EAST, A DISTANCE OF 220.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 89°44'51", AN ARC DISTANCE OF 109.65 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02°26'46" EAST, A DISTANCE OF 384.34 FEET; THENCE LEAVING SAID BOUNDARY OF TRACT C, SOUTH 87°46'56" WEST, A DISTANCE OF 10.19 FEET; THENCE SOUTH 02°37'25" EAST, A DISTANCE OF 11.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 202.85 FEET, THROUGH A CENTRAL ANGLE OF 03°47'14", AN ARC DISTANCE OF 13.41 FEET; THENCE ALONG A NON-TANGENT LINE, SOUTH 10°09'35" EAST, A DISTANCE OF 11.20 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, WHOSE RADIUS POINT BEARS NORTH 79°58'14" WEST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 56.52 FEET, THROUGH A CENTRAL ANGLE OF 77°29'38", AN ARC DISTANCE OF 76.45 FEET; THENCE ALONG A NON-TANGENT LINE, SOUTH 87°31'55" WEST, A DISTANCE OF 53.74 FEET; THENCE SOUTH 63°19'21" WEST, A DISTANCE OF 6.72 FEET; THENCE NORTH 30°33'49" WEST, A DISTANCE OF 5.22 FEET; THENCE NORTH 64°52'45" EAST, A DISTANCE OF 8.18 FEET; THENCE NORTH 87°31'55" EAST, A DISTANCE OF 54.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 52°05'12", AN ARC DISTANCE OF 45.45 FEET; THENCE ALONG A NON-TANGENT LINE, NORTH 02°24'56" WEST, A DISTANCE OF 230.36 FEET; THENCE NORTH 02°39'24" WEST, A DISTANCE OF 188.78 FEET; THENCE SOUTH 87°17'04" WEST, A DISTANCE OF 4.58 FEET; THENCE NORTH 02°11'31" WEST, A DISTANCE OF 19.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 37.50 FEET, THROUGH A CENTRAL ANGLE OF 90°17'06", AN ARC DISTANCE OF 59.09 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°31'23" WEST, A DISTANCE OF 34.78 FEET; THENCE NORTH 02°06'10" WEST, A DISTANCE OF 7.29 FEET; THENCE SOUTH 87°50'47" WEST, A DISTANCE OF 149.17 FEET; THENCE SOUTH 02°27'34" EAST, A DISTANCE OF 8.08 FEET; THENCE SOUTH 87°32'26" WEST, A DISTANCE OF 35.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'51", AN ARC DISTANCE OF 59.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02°27'24" EAST, A DISTANCE OF 75.67 FEET; THENCE SOUTH 87°32'04" WEST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 02°27'33" EAST, A DISTANCE OF 96.42 FEET; THENCE NORTH 87°32'27" EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 02°27'06" EAST, A DISTANCE OF 58.02 FEET; THENCE SOUTH 87°32'26" WEST, A DISTANCE OF 3.10 FEET; THENCE SOUTH 02°26'29" EAST, A DISTANCE OF 186.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 37.00 FEET, THROUGH A CENTRAL ANGLE OF 90°01'04", AN ARC DISTANCE OF 58.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°32'26"

LEGAL DESCRIPTION CONTINUED ON SHEET 2 OF 4

Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS Certificate of Authorization 8791	**PROMENADE EASEMENT** **NORTH BAY VILLAGE**	SCALE: NONE	PROJECT No: 15-7711	SHEET: 1
		DATE: 4-21-15	CAD FILE:	OF 4

SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)

NOT VALID WITHOUT
SHEETS 1-4 OF 4

LEGAL DESCRIPTION CONTINUED FROM SHEET 1 OF 4

EAST, A DISTANCE OF 83.08 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, WHOSE RADIUS POINT BEARS SOUTH 60°50'01" EAST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 21°34'52", AN ARC DISTANCE OF 15.07 FEET; THENCE ALONG A NON-TANGENT LINE, SOUTH 87°32'21" WEST, A DISTANCE OF 77.52 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 52.00 FEET, THROUGH A CENTRAL ANGLE OF 46°07'44", AN ARC DISTANCE OF 41.87 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 133°40'52", AN ARC DISTANCE OF 11.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'47" EAST, A DISTANCE OF 19.66 FEET; THENCE ALONG A SOUTHERLY BOUNDARY OF SAID TRACT C, SOUTH 87°33'14" WEST, A DISTANCE OF 16.17 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND CONTAINING SHEETS 1-4 OF 4. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.

2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.

3. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN. THE CENTERLINE OF THE RIGHT-OF-WAY FOR WEST DRIVE IS ASSUMED TO BEAR NORTH 02°26'46" WEST.

4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

5. THIS DOCUMENT IS INTENDED TO PROVIDE AN EASEMENT FOR A PEDESTRIAN PROMENADE.

CALVIN, GIORDANO & ASSOCIATES, INC.

David E. Rohal 4-23-15

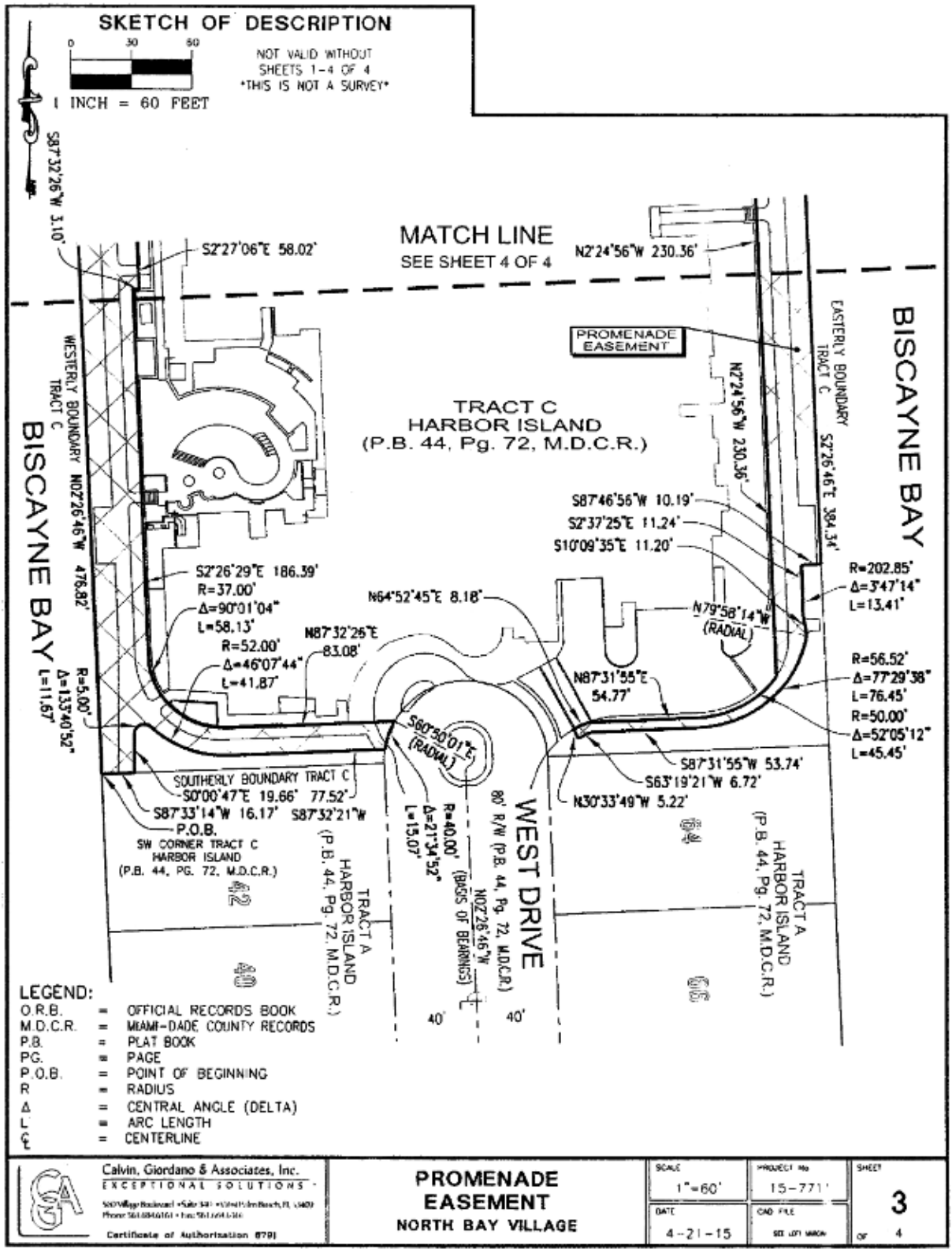
DAVID E. ROHAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 4315
STATE OF FLORIDA

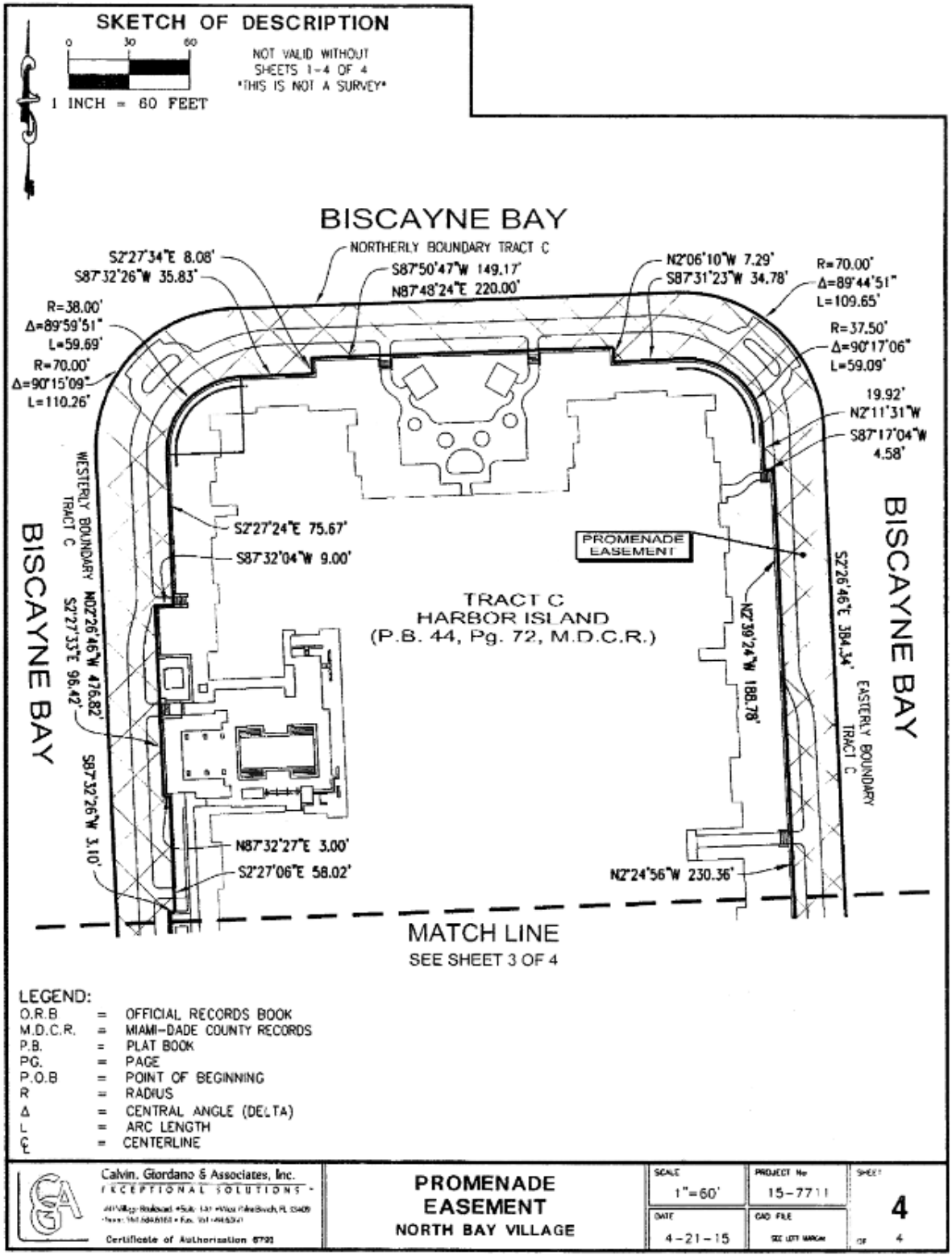
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
Certificate of Authorization 6791

PROMENADE EASEMENT
NORTH BAY VILLAGE

SCALE	PROJECT No	SHEET
NONE	15-7711	2
DATE	CAD FILE	OF 4
4-21-15	SEE LOT LAYOUT	

J:\2015\15-7711 Blu-North Bay Village\Survey\SKETCH\12-4780-Y-SL-PROMENADE.dwg Apr 23, 2015 - 11:38am


SKETCH OF DESCRIPTION
0 30 60
1 INCH = 60 FEET
NOT VALID WITHOUT
SHEETS 1-4 OF 4
THIS IS NOT A SURVEY
MATCH LINE
SEE SHEET 4 OF 4
S87°32'26"W 3.10'
S2°27'06"E 58.02'
N2°24'56"W 230.36'
PROMENADE EASEMENT
BISCAYNE BAY
WESTERLY BOUNDARY TRACT C
EASTERLY BOUNDARY TRACT C
TRACT C
HARBOR ISLAND
(P.B. 44, Pg. 72, M.D.C.R.)
N2°24'56"W 230.36'
S2°26'46"E 384.34'
S87°46'56"W 10.19'
S2°37'25"E 11.24'
S10°09'35"E 11.20'
N02°26'46"W 476.82'
S2°26'29"E 186.39'
R=37.00'
Δ=90°01'04"
L=58.13'
R=52.00'
Δ=46°07'44"
L=41.87'
N87°32'26"E 83.08'
N64°52'45"E 8.18'
N79°58'14"W (RADIAL)
R=202.85'
Δ=3°47'14"
L=13.41'
R=5.00'
Δ=133°40'52"
L=11.67'
N87°31'55"E 54.77'
R=56.52'
Δ=77°29'38"
L=76.45'
R=50.00'
Δ=52°05'12"
L=45.45'
S60°50'01"E (RADIAL)
S87°31'55"W 53.74'
S63°19'21"W 6.72'
N30°33'49"W 5.22'
SOUTHERLY BOUNDARY TRACT C
S0°00'47"E 19.66'
77.52'
S87°33'14"W 16.17'
S87°32'21"W
P.O.B.
SW CORNER TRACT C
HARBOR ISLAND
(P.B. 44, PG. 72, M.D.C.R.)
Δ=21°34'52"
L=15.07'
R=40.00'
N02°26'46"W (BASIS OF BEARINGS)
80' R/W (P.B. 44, Pg. 72, M.D.C.R.)
WEST DRIVE
40'
40'
TRACT A
HARBOR ISLAND
(P.B. 44, Pg. 72, M.D.C.R.)
TRACT A
HARBOR ISLAND
(P.B. 44, Pg. 72, M.D.C.R.)
LEGEND:
O.R.B. = OFFICIAL RECORDS BOOK
M.D.C.R. = MIAMI-DADE COUNTY RECORDS
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
R = RADIUS
Δ = CENTRAL ANGLE (DELTA)
L = ARC LENGTH
℄ = CENTERLINE
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
Certificate of Authorization 6791
PROMENADE EASEMENT
NORTH BAY VILLAGE
SCALE 1"=60'
PROJECT No 15-771
DATE 4-21-15
CAD FILE
SHEET 3 OF 4


SKETCH OF DESCRIPTION
0 30 60
1 INCH = 60 FEET
NOT VALID WITHOUT
SHEETS 1-4 OF 4
"THIS IS NOT A SURVEY"
BISCAYNE BAY
NORTHERLY BOUNDARY TRACT C
S2°27'34"E 8.08'
S87°32'26"W 35.83'
S87°50'47"W 149.17'
N87°48'24"E 220.00'
N2°06'10"W 7.29'
S87°31'23"W 34.78'
R=70.00'
Δ=89°44'51"
L=109.65'
R=38.00'
Δ=89°59'51"
L=59.69'
R=70.00'
Δ=90°15'09"
L=110.26'
R=37.50'
Δ=90°17'06"
L=59.09'
19.92'
N2°11'31"W
S87°17'04"W
4.58'
WESTERLY BOUNDARY TRACT C
BISCAYNE BAY
S2°27'24"E 75.67'
S87°32'04"W 9.00'
PROMENADE EASEMENT
TRACT C
HARBOR ISLAND
(P.B. 44, Pg. 72, M.D.C.R.)
N2°26'46"W 476.82'
S2°27'33"E 96.42'
S87°32'26"W 3.10'
N87°32'27"E 3.00'
S2°27'06"E 58.02'
S2°26'46"E 384.34'
N2°39'24"W 188.78'
EASTERLY BOUNDARY TRACT C
BISCAYNE BAY
N2°24'56"W 230.36'
MATCH LINE
SEE SHEET 3 OF 4
LEGEND:
O.R.B = OFFICIAL RECORDS BOOK
M.D.C.R. = MIAMI-DADE COUNTY RECORDS
P.B. = PLAT BOOK
PG. = PAGE
P.O.B = POINT OF BEGINNING
R = RADIUS
Δ = CENTRAL ANGLE (DELTA)
L = ARC LENGTH
℄ = CENTERLINE
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
Certificate of Authorization 6720
PROMENADE EASEMENT
NORTH BAY VILLAGE
SCALE 1"=60'
PROJECT No 15-7711
SHEET 4
DATE 4-21-15
CAD FILE
OF 4

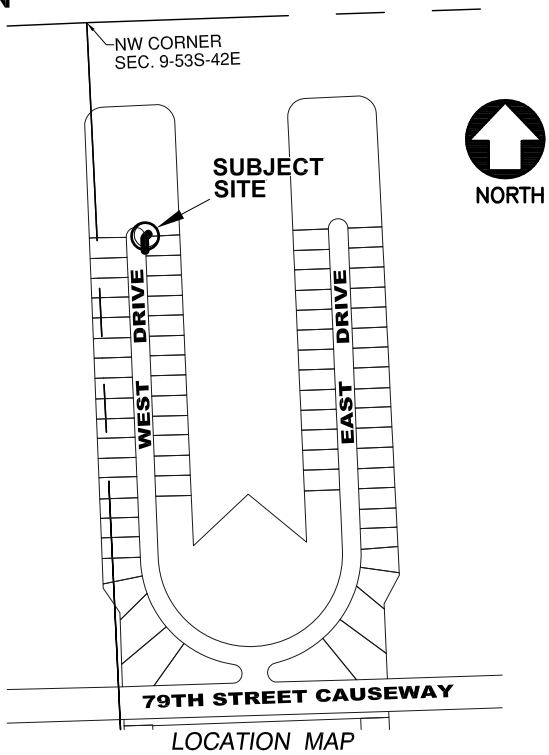


REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			SIDEWALK AND ADA IMPROVEMENTS PH. 3 ROADWAY PLANS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		1
					N/A	MIAMI-DADE	TF24-02		

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

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\working\Dania\PLANRD01_RW Impact.dgn : BL SURVEY_HARBOR ISLAND DRIVE - PLAN 1 [SHEET]
dcastillo 4/29/2024 10:57:13 AM

EXHIBIT "A"
PARCEL DESCRIPTION



LOCATION MAP

A PORTION OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA
(NOT TO SCALE)

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMED BEARING OF S02°25'54"E ALONG THE EAST RIGHT-OF-WAY LINE OF WEST DRIVE OF HARBOR ISLAND LYING IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, IN MIAMI-DADE COUNTY, FLORIDA.

2. NO INFORMATION WAS PROVIDED AS TO THE EXISTENCE OF ANY EASEMENTS OR ENCUMBRANCES TO THE SURVEYOR.

3. THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS.

4. THIS DOCUMENT IS NOT A LAND SURVEY.

5. ADDITIONS OR DELETIONS TO SURVEY PRODUCTS BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

6. THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL CERTIFICATION OF THE UNDERSIGNED FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

LEGAL DESCRIPTION :

A PORTION OF LOT 64 AND A PORTION OF TRACT C OF HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 64 AS SHOWN ON SAID PLAT; THENCE S02°25'54"E AS A BASIS OF BEARINGS ALONG THE EAST RIGHT-OF-WAY LINE OF WEST DRIVE FOR 8.13 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, A RADIAL LINE TO SAID POINT BEARS N75°15'41"W; THENCE 3.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 17°49'38" TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, RADIAL LINE TO SAID POINT BEARS N57°26'03"W; THENCE N32°33'57"E FOR 4.89 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS N48°47'45"W; THENCE 14.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 46.08 FEET AND A CENTRAL ANGLE OF 17°54'59" TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, A RADIAL LINE TO SAID POINT BEARS N30°33'35"W; THENCE N29°45'26"W FOR 5.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS N30°28'52"W; THENCE 16.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 51.08 FEET AND A CENTRAL ANGLE OF 18°26'44" TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, A RADIAL LINE TO SAID POINT BEARS N48°55'36"W; THENCE S32°33'57"W FOR 0.55 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS N85°33'49"E, SAID POINT ALSO LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEST DRIVE; THENCE 1.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 01°59'41" TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, A RADIAL LINE TO SAID POINT BEARS N87°33'30"E, SAID POINT ALSO BEING THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY PRODUCT WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT IT MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

FOR LONGITUDE SURVEYORS LLC.,
A FLORIDA LIMITED LIABILITY COMPANY
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB7335

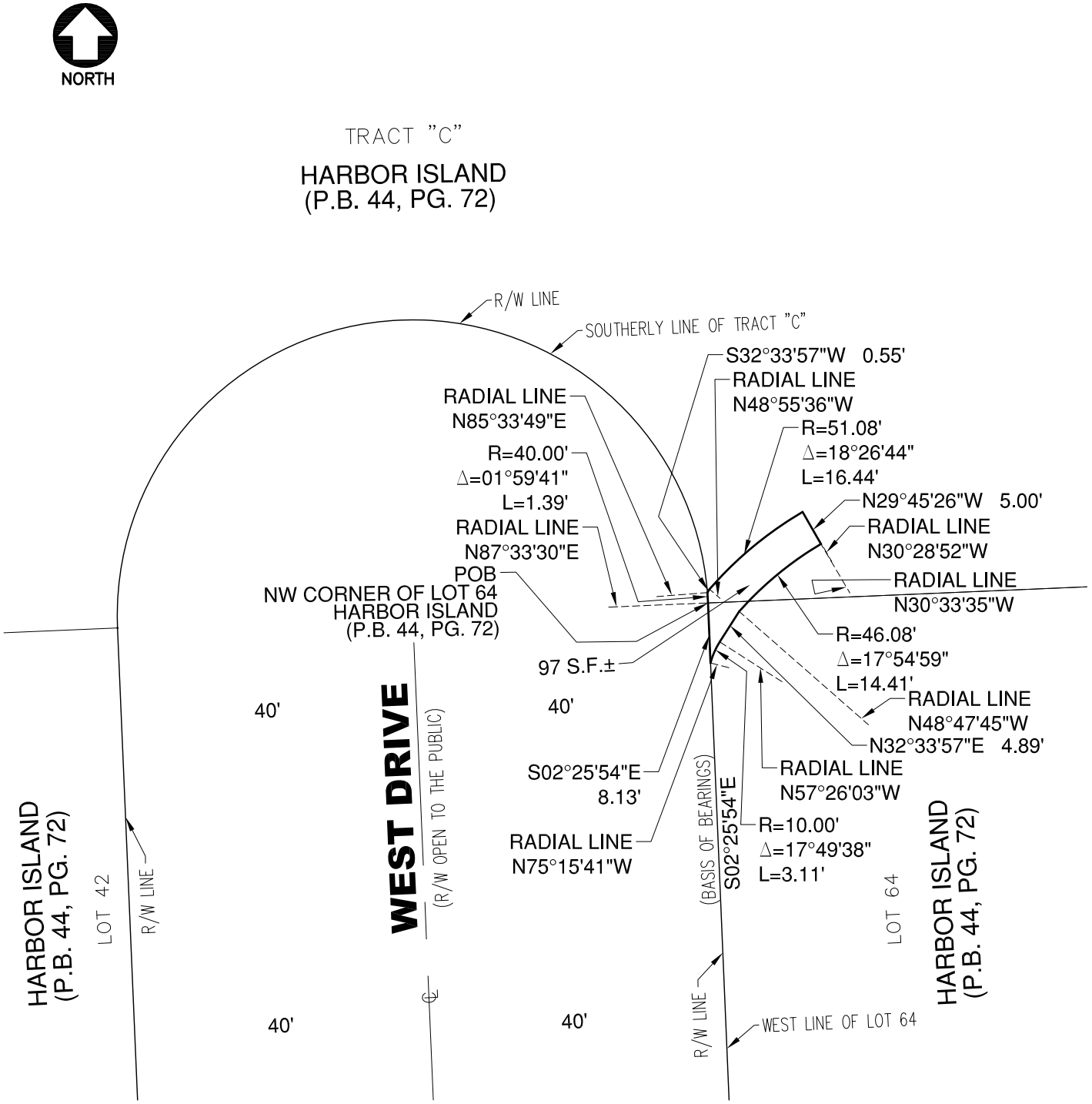
GREG D. BOUIE LICENSE NUMBER No. 7169 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by Greg D Bouie
Date: 2024.05.07 09:53:18 -04'00'

GREG BOUIE, PSM
PROFESSIONAL SURVEYOR AND MAPPER LS #7169
STATE OF FLORIDA

5/3/2024 5:03 PM P:\24000 North Bay Village, Miami, FL 33141\dwg\Sketch & Legal\24000.002 North Bay Village - ADA Sidewalk Esmt.dwg

EXHIBIT "A"
SKETCH TO ACCOMPANY PARCEL DESCRIPTION



LEGEND:

R/W	RIGHT-OF-WAY
P.B.	PLAT BOOK
S.F.	SQUARE FEET
℄	CENTERLINE
PG.	PAGE
POB	POINT OF BEGINNING
±	MORE OR LESS

NOT TO SCALE

THIS SKETCH IS NOT A SURVEY

ITEM NO. 11.L

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Leo Cosio,

SPONSORED BY: Mayor Brent Latham and Commissioner Andy Daro

SUBJECT: **A Resolution Approving an Island Walk Easement Agreement with Moda North Bay Village Apartments to Provide Beautification Enhancements - *Sponsored by Mayor Brent Latham and Commissioner Andy Daro***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED BAY WALK (ISLAND WALK) EASEMENT FOR 8000 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FOR AUTHORIZATION; PROVIDING FOR ACCEPTANCE OF EASEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a resolution for an easement agreement between the Village and Moda Apartments to provide beautification enhancements to the Island Walk at the property.

BACKGROUND AND ANALYSIS

It is recommended that the Village Commission approve a resolution for an easement agreement between the Village and Moda Apartments to provide beautification enhancements to the Island Walk at the property. The Village's current easement at the site allows for public access but not for the installation of public art. This revised easement will allow for fabrication and installation of a frame sculpture, similar to the one recently installed at Vogel Park, and any other public art projects the Village may decide to pursue for that space in the future.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution Accepting MODA Island Walk Easement - Public Art.DOCX
Moda - Island Walk Easement Amended and Restated.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED BAY WALK (ISLAND WALK) EASEMENT FOR 8000 WEST DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR ACCEPTANCE OF EASEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 8000 West Drive Ground Owner LLC (the "Owner") is the owner of the property located at 8000 West Drive, North Bay Village, Florida (the "Property"); and

WHEREAS, North Bay Village (the "Village") wishes to increase public art installations throughout the Village and, towards that end, provide the ability to install a public art project along the Island Walk portion of the Property; and

WHEREAS, on July 25, 2012, the Village adopted Resolution 2012-30A approving a 285-unit residential development (the "Development") for the Property; and

WHEREAS, in connection with the Development, the Owner executed a Baywalk Easement, which was recorded on June 23, 2015 in the Official Records of Miami-Dade County, Florida at Official Records Book 29667 Page 2657; and

WHEREAS, the Village and the Owner have begun negotiations to execute an Amended and Restated Bay Walk (Island Walk) Easement, in the form attached hereto as "Exhibit A" (the "Easement"), which will continue the provision of public access along the Island Walk (formerly known as the "Bay Walk") and provide the option for the Village to beautify the existing easement area at the Village's expense; and

WHEREAS, the Village Commission desires to approve the Easement; authorize the Village Manager to negotiate, execute, and accept the Easement with such material and non-material changes to the Easement as may be in the Village's best interest, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency; and

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

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

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

Section 2. Approval. That the Village Commission approves the Easement attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate, execute, and accept the Easement with such material and non-material changes to the Easement as may be in the Village's best interest, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Acceptance. That the Village Commission hereby accepts the Easement from the Owner of the Property, subject to final negotiations by the Village Manager and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 5. 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 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 Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

This instrument prepared by,
or under the direction of:

Maria V. Currais, Esq.
Weiss Serota Helfman Cole & Bierman PL
2800 Ponce de Leon Blvd., #1200
Coral Gables, FL 33134

AMENDED AND RESTATED BAYWALK EASEMENT

THIS **AMENDED AND RESTATED BAYWALK EASEMENT** ("Easement") is made and entered into this ____ day of May 2024, by **8000 WEST DRIVE GROUND OWNER LLC,** a Delaware limited liability company, with an address of c/o Safehold, Inc, 1114 Avenue of Americas, New York, NY 10036, as grantor (the "Grantor"), in favor of **NORTH BAY VILLAGE,** a municipal corporation of the State of Florida, with an address 1666 Kennedy Causeway, Third Floor, North Bay Village, FL 33141, as grantee (the "Grantee").

RECITALS:

WHEREAS, Grantor is the owner in fee simple of the area identified in **Exhibit "A",** which is attached hereto and made a part hereof (the "Easement Area");

WHEREAS, on July 25, 2012, the Grantee approved a 285-unit residential development (the "Development") by Resolution 2012-30A, for the property located at 8000 West Drive, North Bay Village, Florida, 33141 (the "Property");

WHEREAS, pursuant to Resolution 2012-30A Grantor agreed to execute and record an easement, in a form acceptable to the City Manager and City Attorney, for a public baywalk/boardwalk along the perimeter of the Property as shown on the Development's approved site plan (the "Baywalk"), which allows public access;

WHEREAS, Grantor and Grantee entered into that certain Baywalk Easement for the Baywalk recorded on June 23, 2015 in Official Records Books 29667, Page 2657 of the Public Records of Miami-Dade County, Florida (the "Existing Easement");

WHEREAS, Grantor and Grantee desire to amend and restate the Existing Easement in its entirety, as set forth herein, for the purpose of granting Grantee additional rights to beautify the Easement Area; and

WHEREAS, Grantor and Grantee intend to concurrently enter into a Sidewalk Easement, to be executed and recorded at even date hereto, granting the within Grantee easement rights for the purpose of installation of a sidewalk to connect the southeastern terminus of the Baywalk to the public sidewalk.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), and other valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Grantee a perpetual nonexclusive easement in the Easement Area, for the limited purposes of providing the public with a right of pedestrian access to the Easement Area and allowing ingress and egress for police, maintenance, sanitation, and emergency personnel, as well as granting a perpetual nonexclusive right to beautify the Easement Area subject to the provisions outlined hereinbelow.

1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.

2. Grant of Easement. The Grantor does hereby grant and convey to Grantee a perpetual nonexclusive easement, upon the Easement Area to be used by the Grantee and the general public to access the Baywalk, with Grantor, WP MODAMIA MF-FL Owner, LLC, a Delaware limited liability company, its successors, heirs and assigns ("Ground Lessee"), and their respective tenants, guests and invitees having the express right to concurrent use of the Easement Area. As part of the Easement, the Grantee shall have the perpetual nonexclusive right, but not the obligation, to beautify the Easement Area at the Grantee's sole cost and expense, and subject to the reasonable approval of the Grantee and Ground Lessee.

3. Effective Date. The Easement granted herein shall become effective upon the recordation of the within instrument.

4. Operating Hours. The Easement Area shall be open to the general public daily from sunrise to 9:00pm, subject to force majeure and the acts of Grantee and its employees and agents.

5. Maintenance. Ground Lessee shall maintain the Easement Area in a safe condition at all times, at its sole expense, subject to force majeure, and except to the extent of any damaged or unsafe condition which is caused by Grantee or its employees or agents. The Grantee shall have the power, but not the obligation, to perform necessary repairs upon the Easement Area (other than repairs or work necessary to remedy an emergency condition, which are governed by the last Paragraph of this instrument) only after the giving of sixty (60) days written notice to Grantor and Ground Lessee of such necessary repairs. The cost of such necessary repairs performed by the Grantee shall be charged to, and shall be reimbursed by, the Ground Lessee within thirty (30) days after receipt of the invoice from the Grantee. Notwithstanding the foregoing, or anything contained in the last Paragraph of this instrument to the contrary, the Grantee shall have the obligation to promptly repair any damage to or any unsafe, dangerous or emergency condition of the Easement Area caused by Grantee or its employees or agents, in each case at Grantee's sole cost and expense.

6. Indemnification. Subject to the limitations of section 768.28, Florida Statutes (as may be amended from time to time), Grantee shall defend, indemnify and save and hold Grantor and Ground Lessee harmless from and against, and reimburse Grantor and Ground Lessee for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, penalties, claims, demands, costs and expense of every kind or nature ("Claims"), including attorneys' fees and court costs incurred by Grantor and Ground Lessee, arising directly or indirectly from or out of Grantee's negligent, reckless, or intentionally wrongful conduct with respect to: (a) any accident, injury or damage which shall occur at, in or upon, the Easement Area, the Baywalk, or the public sidewalk infrastructure related thereto, during the Operating Hours set forth in Paragraph 4; (b) the condition, maintenance, alteration or repair by Grantee, or its employees, agents, invitees, licensees or contractors, on or about the Easement Area, the Baywalk or public sidewalk infrastructure, pursuant to Paragraph 5; or (c) any act or omission of Grantee, its employees, agents, invitees, licensees or contractors.

7. Notice. Any notice which may be permitted or required hereunder shall be in writing and served on the parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, (b) sent by electronic mail, including pdf format, in which case notice shall be deemed delivered upon transmission, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by electronic mail or personal delivery and delivered after 6:00 p.m. Eastern Standard Time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

If to Grantor: [_____]

If to Grantee: North Bay Village
Attn: Dr. Ralph Rosado, Ph.D., AICP
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
rrosado@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)

If to Ground Lessee: [_____]

8. Successors and Assigns. This Easement shall inure to the benefit of and be binding upon Grantor, its successors and assigns. This Easement shall inure to the benefit of and be binding upon the Grantee. This Easement shall inure to the benefit of and be binding upon the Ground Lessee. The rights granted to Ground Lessee under this Easement shall be held only for such time as Ground Lessee holds a leasehold estate in the Property, and such rights shall terminate upon the date in which the Ground Lessee no longer holds any such leasehold estate or interest.

9. Governing Law. This easement shall be governed by the laws of Florida.

10. Notwithstanding the provisions of Paragraph 5 above, if an unsafe or dangerous condition arising to the level of an emergency which threatens public safety or damage to property exists on the Easement Area, the Grantee may take appropriate code enforcement action and/or take immediate reasonable action to remedy the situation in accordance with the terms of this Paragraph. The Grantee shall have the power, but not the obligation, to remedy any such emergency situation upon written notice of the emergency condition and the corrective action taken by the Grantee to Grantor and the Ground Lessee as soon as practicable. Unless the unsafe or dangerous condition or emergency is caused by Grantee or its employee or agents, Grantee may invoice the Ground Lessee for any reasonable costs incurred to remedy such emergency condition and the Ground Lessee shall pay said invoice after receipt from the Grantee.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its proper officers thereunto duly authorized, the day and year first above written.

WITNESSES:

_____
Name: _____
Address: _____
_____

_____
Name: _____
Address: _____
_____

GRANTOR:

8000 WEST DRIVE GROUND OWNER LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Address: c/o Safehold, Inc.
1114 Avenue of Americas
New York, NY 10036

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2024, by means of (choose one) □ physical presence or □ online notarization, by _____ _____, as _____ of **8000 WEST DRIVE GROUND OWNER LLC,** a Delaware limited liability company, on behalf of said company. He/She (choose one) □ is personally known to me or □ has produced _____ as identification.

My Commission Expires:

_____
Notary Public, Signature
Printed Name: _____

{NOTARY SEAL}

JOINDER PAGE

In executing and delivering this Joinder to the foregoing Amended and Restated Baywalk Easement, and intending to be legally bound thereby, the undersigned hereby acknowledges all of the terms and provisions of the within Amended and Restated Baywalk Easement, and agrees to be bound by and to comply with all of said terms and provisions applicable to Ground Lessee.

IN WITNESS WHEREOF, the said Ground Lessee has caused these presents to be executed in its name by its proper officers thereunto duly authorized, the day and year first above written.

WITNESSES:

_____
Name: _____
Address: _____
_____

_____
Name: _____
Address: _____
_____

GROUND LESSEE:

WP MODAMIA MF-FL Owner, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Address: [_____]
[_____]

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2024, by means of (choose one) □ physical presence or □ online notarization, by _____ _____, as _____ of **WP MODAMIA MF-FL Owner, LLC,** a Delaware limited liability company, on behalf of said company. He/She (choose one) □ is personally known to me or □ has produced _____ as identification.

My Commission Expires:

_____
Notary Public, Signature
Printed Name: _____

{NOTARY SEAL}

IN WITNESS WHEREOF, the said Ground Lessee has caused these presents to be executed in its name by its proper officers thereunto duly authorized, the day and year first above written.

WITNESSES:

Name: _____
Address: _____
_____

_____
Name: _____
Address: _____
_____

GRANTEE:

NORTH BAY VILLAGE, a municipal corporation of the State of Florida,

By: _____
Name: _____
Title: _____

Address: [_____]
[_____]

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2024, by means of (choose one) □ physical presence or □ online notarization, by _____ _____, as _____ of **NORTH BAY VILLAGE**, a municipal corporation of the State of Florida, on behalf thereof. He/She (choose one) □ is personally known to me or □ has produced _____ as identification.

My Commission Expires:

_____
Notary Public, Signature
Printed Name: _____

{NOTARY SEAL}

EXHIBIT "A"

SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)

NOT VALID WITHOUT
SHEETS 1-4 OF 4

LEGAL DESCRIPTION:

A PORTION OF TRACT C, HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT C; THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY BOUNDARIES OF SAID TRACT C THE FOLLOWING FIVE (5) COURSES: THENCE NORTH 02°26'46" WEST, A DISTANCE OF 476.82 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 90°15'09", AN ARC DISTANCE OF 110.26 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°48'24" EAST, A DISTANCE OF 220.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 89°44'51", AN ARC DISTANCE OF 109.65 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02°26'46" EAST, A DISTANCE OF 384.34 FEET; THENCE LEAVING SAID BOUNDARY OF TRACT C, SOUTH 87°46'56" WEST, A DISTANCE OF 10.19 FEET; THENCE SOUTH 02°37'25" EAST, A DISTANCE OF 11.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 202.85 FEET, THROUGH A CENTRAL ANGLE OF 03°47'14", AN ARC DISTANCE OF 13.41 FEET; THENCE ALONG A NON-TANGENT LINE, SOUTH 10°09'35" EAST, A DISTANCE OF 11.20 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, WHOSE RADIUS POINT BEARS NORTH 79°58'14" WEST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 56.52 FEET, THROUGH A CENTRAL ANGLE OF 77°29'38", AN ARC DISTANCE OF 76.45 FEET; THENCE ALONG A NON-TANGENT LINE, SOUTH 87°31'55" WEST, A DISTANCE OF 53.74 FEET; THENCE SOUTH 63°19'21" WEST, A DISTANCE OF 6.72 FEET; THENCE NORTH 30°33'49" WEST, A DISTANCE OF 5.22 FEET; THENCE NORTH 64°52'45" EAST, A DISTANCE OF 8.18 FEET; THENCE NORTH 87°31'55" EAST, A DISTANCE OF 54.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 52°05'12", AN ARC DISTANCE OF 45.45 FEET; THENCE ALONG A NON-TANGENT LINE, NORTH 02°24'56" WEST, A DISTANCE OF 230.36 FEET; THENCE NORTH 02°39'24" WEST, A DISTANCE OF 188.78 FEET; THENCE SOUTH 87°17'04" WEST, A DISTANCE OF 4.58 FEET; THENCE NORTH 02°11'31" WEST, A DISTANCE OF 19.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 37.50 FEET, THROUGH A CENTRAL ANGLE OF 90°17'06", AN ARC DISTANCE OF 59.09 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°31'23" WEST, A DISTANCE OF 34.78 FEET; THENCE NORTH 02°06'10" WEST, A DISTANCE OF 7.29 FEET; THENCE SOUTH 87°50'47" WEST, A DISTANCE OF 149.17 FEET; THENCE SOUTH 02°27'34" EAST, A DISTANCE OF 8.08 FEET; THENCE SOUTH 87°32'26" WEST, A DISTANCE OF 35.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'51", AN ARC DISTANCE OF 59.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02°27'24" EAST, A DISTANCE OF 75.67 FEET; THENCE SOUTH 87°32'04" WEST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 02°27'33" EAST, A DISTANCE OF 96.42 FEET; THENCE NORTH 87°32'27" EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 02°27'06" EAST, A DISTANCE OF 58.02 FEET; THENCE SOUTH 87°32'26" WEST, A DISTANCE OF 3.10 FEET; THENCE SOUTH 02°26'29" EAST, A DISTANCE OF 186.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 37.00 FEET, THROUGH A CENTRAL ANGLE OF 90°01'04", AN ARC DISTANCE OF 58.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°32'26"

LEGAL DESCRIPTION CONTINUED ON SHEET 2 OF 4

Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS Certificate of Authorization 8791	**PROMENADE EASEMENT** **NORTH BAY VILLAGE**	SCALE: NONE	PROJECT No: 15-7711	SHEET: 1
		DATE: 4-21-15	CAD FILE: SEE LEFT MARGIN	OF 4

SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)

NOT VALID WITHOUT
SHEETS 1-4 OF 4

LEGAL DESCRIPTION CONTINUED FROM SHEET 1 OF 4

EAST, A DISTANCE OF 83.08 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, WHOSE RADIUS POINT BEARS SOUTH 60°50'01" EAST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 21°34'52", AN ARC DISTANCE OF 15.07 FEET; THENCE ALONG A NON-TANGENT LINE, SOUTH 87°32'21" WEST, A DISTANCE OF 77.52 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 52.00 FEET, THROUGH A CENTRAL ANGLE OF 46°07'44", AN ARC DISTANCE OF 41.87 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 133°40'52", AN ARC DISTANCE OF 11.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'47" EAST, A DISTANCE OF 19.66 FEET; THENCE ALONG A SOUTHERLY BOUNDARY OF SAID TRACT C, SOUTH 87°33'14" WEST, A DISTANCE OF 16.17 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND CONTAINING SHEETS 1-4 OF 4. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.

2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.

3. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN. THE CENTERLINE OF THE RIGHT-OF-WAY FOR WEST DRIVE IS ASSUMED TO BEAR NORTH 02°26'46" WEST.

4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

5. THIS DOCUMENT IS INTENDED TO PROVIDE AN EASEMENT FOR A PEDESTRIAN PROMENADE.

CALVIN, GIORDANO & ASSOCIATES, INC.

David E. Rohal 4-23-15

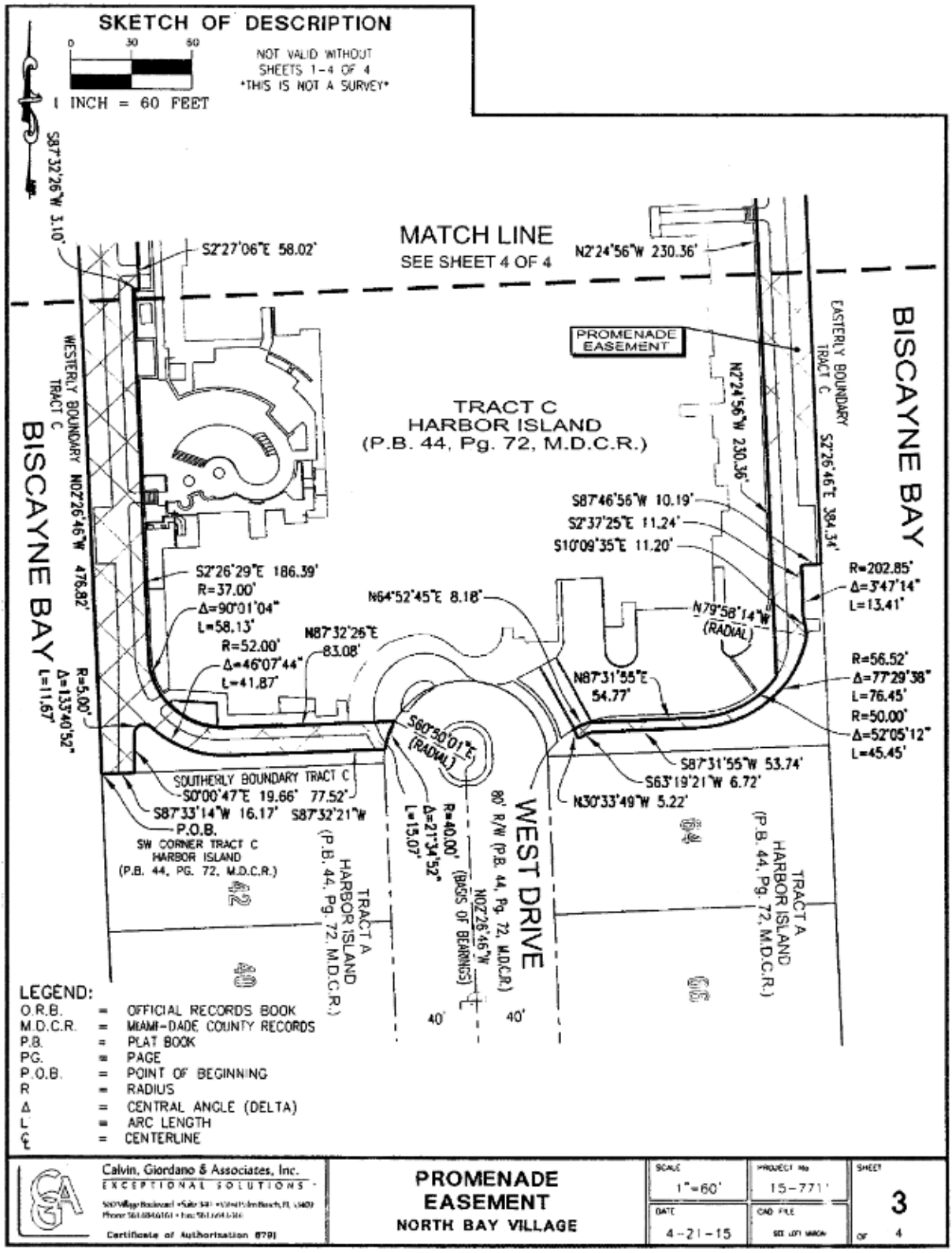
DAVID E. ROHAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 4315
STATE OF FLORIDA

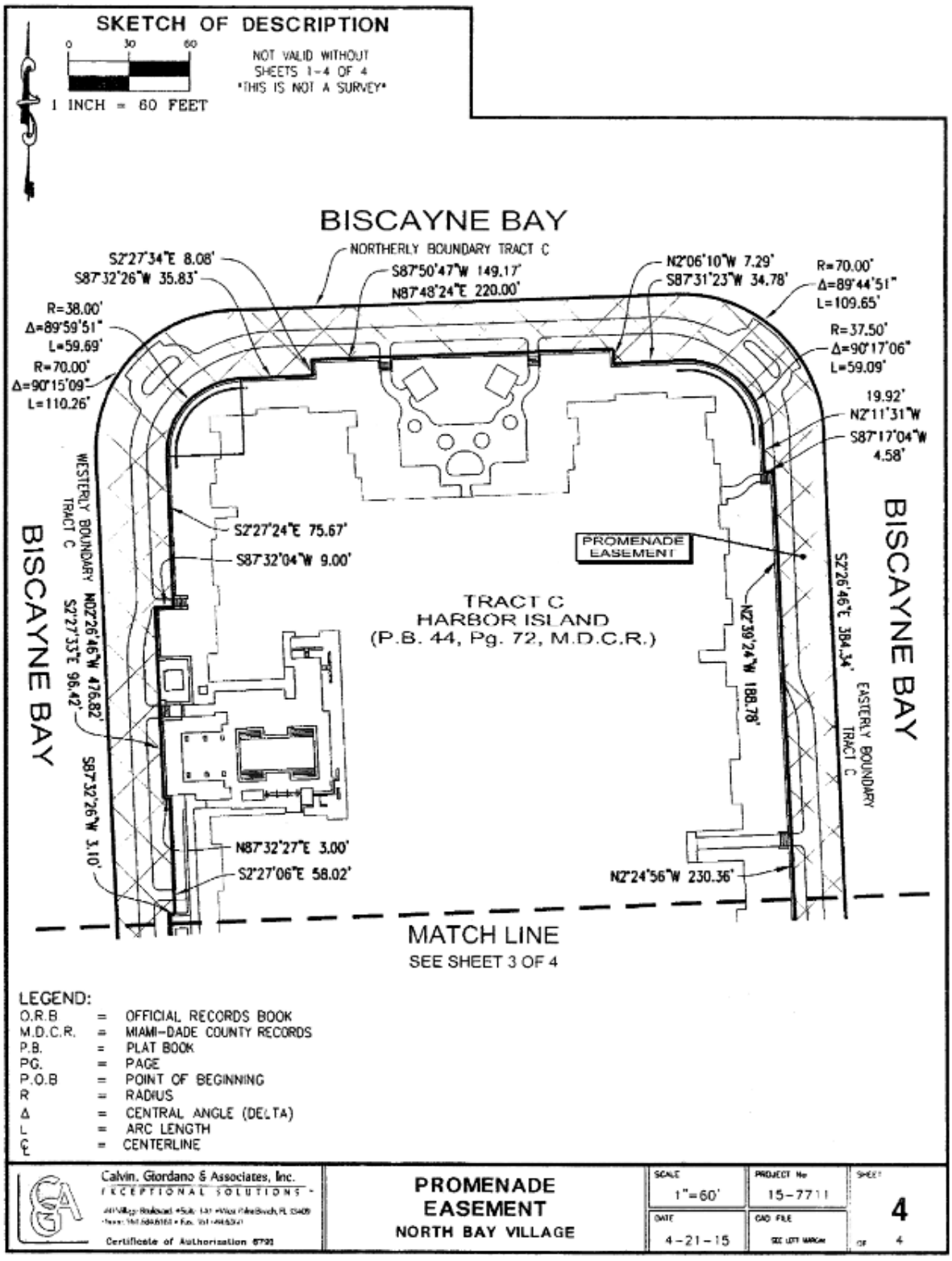
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
Certificate of Authorization 6791

PROMENADE EASEMENT
NORTH BAY VILLAGE

SCALE	PROJECT No	SHEET
NONE	15-7711	2
DATE	CAD FILE	OF 4
4-21-15	SEE LOT LAYOUT	

J:\2015\15-7711 Blu-North Bay Village\Survey\SKETCH\12-4780-V-SL-PROMENADE.dwg Apr 23, 2015 - 11:38am


SKETCH OF DESCRIPTION
0 30 60
1 INCH = 60 FEET
NOT VALID WITHOUT
SHEETS 1-4 OF 4
THIS IS NOT A SURVEY
MATCH LINE
SEE SHEET 4 OF 4
S87°32'26"W 3.10'
S2°27'06"E 58.02'
N2°24'56"W 230.36'
PROMENADE EASEMENT
TRACT C
HARBOR ISLAND
(P.B. 44, Pg. 72, M.D.C.R.)
WESTERLY BOUNDARY TRACT C
BISCAYNE BAY
N02°26'46"W 476.82'
EASTERLY BOUNDARY TRACT C
S2°26'46"E 384.34'
BISCAYNE BAY
S87°46'56"W 10.19'
S2°37'25"E 11.24'
S10°09'35"E 11.20'
R=202.85'
Δ=3°47'14"
L=13.41'
S2°26'29"E 186.39'
R=37.00'
Δ=90°01'04"
L=58.13'
R=52.00'
Δ=46°07'44"
L=41.87'
N64°52'45"E 8.18'
N79°58'14"W (RADIAL)
N87°32'26"E 83.08'
R=5.00'
Δ=133°40'52"
L=11.67'
N87°31'55"E 54.77'
R=56.52'
Δ=77°29'38"
L=76.45'
R=50.00'
Δ=52°05'12"
L=45.45'
S60°50'01"E (RADIAL)
S87°31'55"W 53.74'
S63°19'21"W 6.72'
N30°33'49"W 5.22'
SOUTHERLY BOUNDARY TRACT C
S0°00'47"E 19.66'
77.52'
S87°33'14"W 16.17'
S87°32'21"W
P.O.B.
SW CORNER TRACT C
HARBOR ISLAND
(P.B. 44, PG. 72, M.D.C.R.)
Δ=21°34'52"
L=15.07'
R=40.00'
(BASIS OF BEARINGS)
N02°26'46"W
80' R/W (P.B. 44, Pg. 72, M.D.C.R.)
WEST DRIVE
40'
40'
TRACT A
HARBOR ISLAND
(P.B. 44, Pg. 72, M.D.C.R.)
TRACT A
HARBOR ISLAND
(P.B. 44, Pg. 72, M.D.C.R.)
LEGEND:
O.R.B. = OFFICIAL RECORDS BOOK
M.D.C.R. = MIAMI-DADE COUNTY RECORDS
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
R = RADIUS
Δ = CENTRAL ANGLE (DELTA)
L = ARC LENGTH
℄ = CENTERLINE
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
Certificate of Authorization 6791
PROMENADE EASEMENT
NORTH BAY VILLAGE
SCALE 1"=60'
PROJECT No 15-771
DATE 4-21-15
CAD FILE
SHEET 3 OF 4


SKETCH OF DESCRIPTION
0 30 60
1 INCH = 60 FEET
NOT VALID WITHOUT
SHEETS 1-4 OF 4
"THIS IS NOT A SURVEY"
BISCAYNE BAY
NORTHERLY BOUNDARY TRACT C
S2°27'34"E 8.08'
S87°32'26"W 35.83'
S87°50'47"W 149.17'
N87°48'24"E 220.00'
N2°06'10"W 7.29'
S87°31'23"W 34.78'
R=70.00'
Δ=89°44'51"
L=109.65'
R=38.00'
Δ=89°59'51"
L=59.69'
R=70.00'
Δ=90°15'09"
L=110.26'
R=37.50'
Δ=90°17'06"
L=59.09'
19.92'
N2°11'31"W
S87°17'04"W
4.58'
WESTERLY BOUNDARY TRACT C
BISCAYNE BAY
S2°27'24"E 75.67'
S87°32'04"W 9.00'
PROMENADE EASEMENT
TRACT C
HARBOR ISLAND
(P.B. 44, Pg. 72, M.D.C.R.)
S2°26'46"E 384.34'
N2°39'24"W 188.78'
EASTERLY BOUNDARY TRACT C
BISCAYNE BAY
N02°26'46"W 476.82'
S2°27'33"E 96.42'
S87°32'26"W 3.10'
N87°32'27"E 3.00'
S2°27'06"E 58.02'
N2°24'56"W 230.36'
MATCH LINE
SEE SHEET 3 OF 4
LEGEND:
O.R.B = OFFICIAL RECORDS BOOK
M.D.C.R. = MIAMI-DADE COUNTY RECORDS
P.B. = PLAT BOOK
PG. = PAGE
P.O.B = POINT OF BEGINNING
R = RADIUS
Δ = CENTRAL ANGLE (DELTA)
L = ARC LENGTH
℄ = CENTERLINE
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
Certificate of Authorization 6720
PROMENADE EASEMENT
NORTH BAY VILLAGE
SCALE 1"=60'
PROJECT No 15-7711
DATE 4-21-15
CAD FILE
SHEET 4 OF 4

ITEM NO. 11.M

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Mayor Latham and Commissioner Daro

SUBJECT: **A Resolution Approving an Agreement with B Sign Group, Inc. for Fabrication and Installation of a Frame Sculpture on the Island Walk - *Sponsored by Mayor Brent Latham and Commissioner Andy Daro***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH B SIGN GROUP, INC. FOR THE FABRICATION AND INSTALLATION OF A FRAME SCULPTURE ON THE ISLAND WALK IN AN AMOUNT NOT TO EXCEED $30,000.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an Agreement with B Sign Group, Inc. for the fabrication and Installation of a Frame Sculpture on the Island Walk.

BACKGROUND AND ANALYSIS

Staff respectfully requests that the Village Commission approve this agreement with B Sign Group, Inc. for $30,000 (inclusive of a $4,100 contingency) to manufacture and install a frame sculpture at the Mode Apartments Island Walk. This will add to the Village's growing list of public art projects.

Below are the nine public art projects the Village has executed in just the last two years. This piece reflects North Bay Village's colors and branding, and it will beautify the Moda Apartments Island Walk by activating this beautiful area to be enjoyed by residents and visitors alike.

1. "Heart of the Bay" Welcome Mural by Rigo Leon
2. Harbor Island Curb Appeal by German DuBois

3. Vogel Park Native Species by Before It's Too Late
4. Island Walk Mural by Benihana
5. Traffic Utility Boxes (4) by Mel Reyes
6. Island Walk South Plaza Mural by Nico
7. Vogel Park Frame Sculpture by Jeff Whipple
8. Civic Park Utility Box by We Are Nice'N Easy
9. Harbor Island Entryway Benches by Elio Mercado (Evoca1)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$30,000 from Park Improvements (320.61.630.6201) Project#CP24-10 in the Capital Projects Fund

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution B Sign Group - for Moda Public Art.DOCX
Exhibit A - Proposal Quote and Rendering.pdf
Exhibit B Budget Amendment- MODA Island Walk Art .pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH B SIGN GROUP, INC. FOR THE FABRICATION AND INSTALLATION OF A FRAME SCULPTURE ON THE ISLAND WALK IN AN AMOUNT NOT TO EXCEED $30,000.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") wishes to increase public art installations throughout the Village and, towards that end, install a public art project along the Island Walk portion of the property located at 8000 West Drive (the "Project"); and

WHEREAS, B Sign Group, Inc. (the "Artist") has proposed to design, fabricate, and install a photo archway for the Project (the "Services") as set forth in the proposal attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, Section 36.25(L) of the Village Code 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, due to the artistic and specialized nature of the Services offered by the Artist, Village staff recommends that the Village waive competitive bidding as it is not in the best interest of the Village to competitively bid the Services and approve the Proposal; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to authorize the Village Manager to negotiate and execute an agreement with the Artist in an amount not to exceed $30.000 (inclusive of a $4,100 contingency), consistent with the Proposal and subject to approval by the Village Attorney as to form, content, and legal sufficiency; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (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, in order to provide the necessary funding for the Services and 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. Authorization. Pursuant to Section 36.25(L) of the Village Code, the Village Commission hereby authorizes the Village Manager to negotiate and execute an agreement with the Artist for the Services in an amount not to exceed $30.000 (inclusive of a $4,100 contingency), consistent with the Proposal and subject to approval by the Village Attorney as to form and legal sufficiency.

Section 3. 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 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 Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____

Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this __ day of June, 2024.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

North Bay Village, Florida

Custom Designed Photo Archway

May 30, 2024

Leonardo Cosio & Ralph Rosado
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL.33141

RE: Photo Archway

Leonardo,

Following is the quote for designing, fabricating, and installing the custom Photo Archway for North Bay Village:

1.	Custom Fabricated 10ft wide Aluminum Photo Archway	$15,200.00
2.	Shipping Cost	1,700.00
3.	Concrete Foundations	4,200.00
4.	Installation	4,800.00
	TOTAL	**$25,900.00**

Thanks for the opportunity and please let me know if you have any questions or need additional information.

Best regards,

John Shircliffe
Project Manager

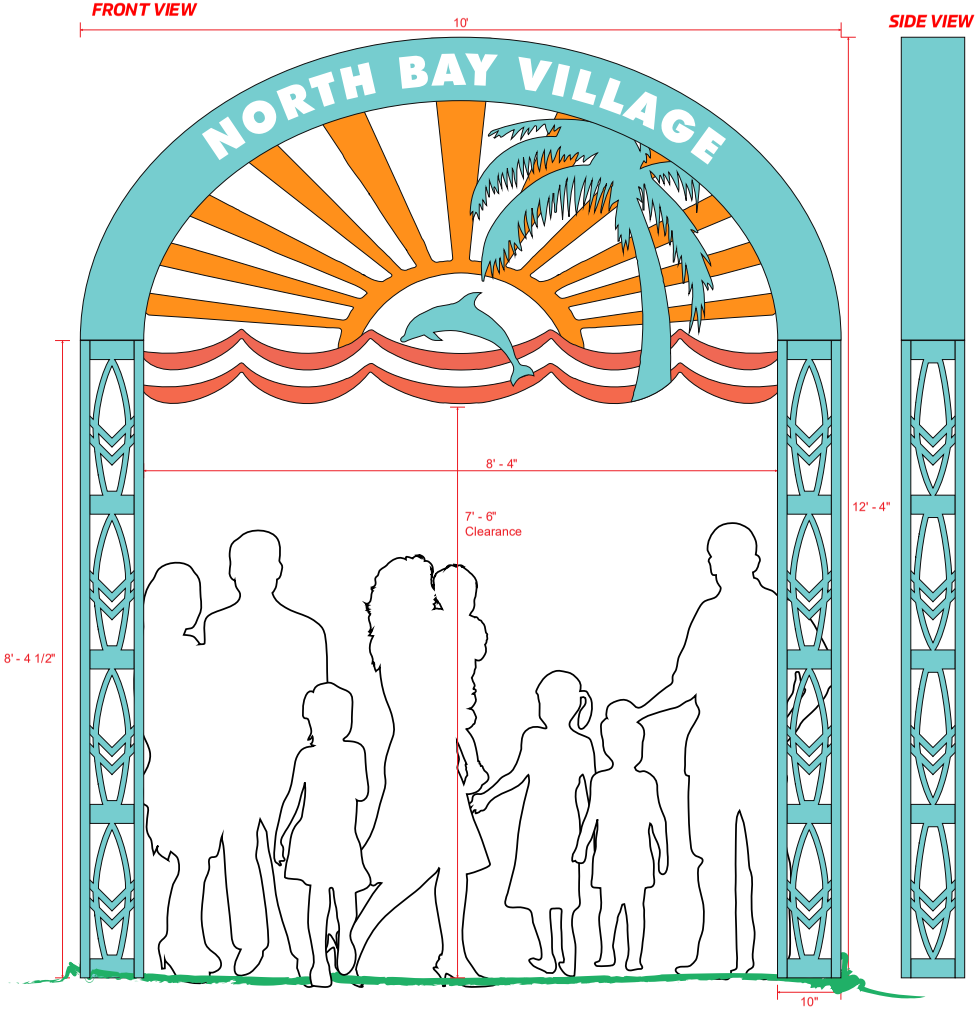
PAGE 1 - NORTH BAY VILLIAGE - MODA BAYWALK - ARCHWAY - DETAILS

JOB DETAILS

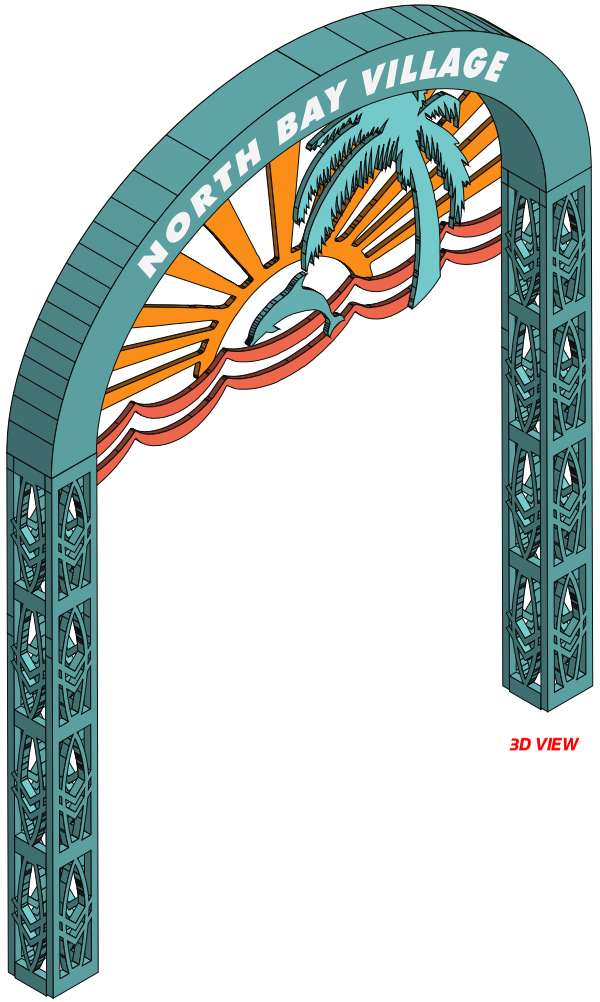
ARCHWAY: ***QTY: 1 | SINGLE SIDED***

ALL ALUMINUM FABRICATION. POSTS WILL CONSIST OF 1.5" X 1/5" SQUARE TUBING PAINTED PANTONE 3533C (SEA GREEN). ARCH, SUNBEAM, PALM TREE, AND DOLPHIN WILL BE ROUTED 1/8" ALUMINUM AND PAINTED PANTONE 1495C (ORANGE), PANTONE 3533C (SEA GREEN), AND PANTONE 7416 C (CORAL). ALL LETTERING WILL BE ORACAL 651-010 WHITE CUT VINYL.
MOUNTED TO GROUND USING 1/4" MOUNTING PLATES AND STEEL POLES.

FRONT VIEW



SIDE VIEW



3D VIEW

PAINT COLOR
PANTONE 3533 C

PAINT COLOR
PANTONE 1495 C

PAINT COLOR
PANTONE 7416 C

VINYL COLOR
O-010 WHITE

888.561.0007
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COLORS MAY DEVIATE. SAMPLES AVAILABLE BY REQUEST.

REV#: 005 ***DATE:*** 05/30/24 ***ART:*** Julia M ***SALES:*** John S

APPROVAL ..... DATE .....

PLEASE PROOF READ CAREFULLY. THE CUSTOMER IS RESPONSIBLE FOR ANY ERRORS AFTER THE APPROVAL PROCESS.

Budget Amendment Form

Department : Capital Projects	Date : 6/11/2024
Fund(s) to be changed: Capital Projects Fund/General Fund	

GL Account	GL Line Item	Project:	Transfer to:	Transfer from:
320.61.630.6201	Park Improvements	CP24-10	$ 30,000.00	
320.00.381.3801	Transfer from General Fund			$ 30,000.00
001.19.519.9132	Transfer to Capital Projects Fund		$ 30,000.00	
001.00.389.3890	Appropriation of Fund Balance			$ 30,000.00
TOTAL (Columns must be equal)			**$ 60,000.00**	**$ 60,000.00**

Description:

Transfer $30,000 of General Fund Balance to the Capital Projects Fund for the MODA Island Walk Public Art Project#CP24-10.

ITEM NO. 11.N

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Mayor Brent Latham

SUBJECT: **A Resolution Approving an Agreement with Mindfully Virtual, LLC for Operations Efficiency Consultant Services - *Sponsored by Mayor Brent Latham***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MINDFULLY VIRTUAL, LLC FOR OPERATIONAL EFFICIENCY CONSULTING IN AN AMOUNT NOT TO EXCEED $25,000; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an agreement with Mindfully Virtual, LLC for operational efficiency consultant services.

BACKGROUND AND ANALYSIS

The proposed Professional Service Agreement with Mindfully Virtual is being provided for the Village Commission consideration and approval. Ms. Shakti is an expert in Operational Efficiency and has collaborated with Village Staff to identified key activities aimed at enhancing efficiency across Village projects.

The scope of work outlines the specific initiatives and strategies proposed by the consultant to streamline operations and optimize performance. They included but limited to:

* Project Management Implementation
* Public Arts (Templates)
* Treasure Island Road Reconstruction (Template)
* Create Performance Metrics for 10 roles.
* Performance Metrics Implementation

It is recommended that the Village Commission approve the Professional Services Agreement (PSA) with Mindfully Virtual, LLC for operational efficiency.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

In General Fund - Transfer from Appropriation of Fund Balance (001.00.389.3890) $25,000 and Transfer to Professional Services (001.19.519.3160)

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution PSA - Mindfully Virtual-rev.docx
Exhibit A-PSA - Mindfully Virtual - Indira Shakti.docx
Exhibit B - Budget Amendment Form-Mindfully Virtual.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MINDFULLY VIRTUAL, LLC FOR OPERATIONAL EFFICIENCY CONSULTING IN AN AMOUNT NOT TO EXCEED $25,000; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires certain to improve its operational efficiencies (the "Services"); and

WHEREAS, Section 36.25(L) of the Village Code 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 a

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the Village's best interest to approve a Professional Services Agreement with Mindfully Virtual, LLC (the "Consultant") in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $25,000 due to the advantageous pricing and experience offered by the Consultant, as further set forth in the agenda memorandum accompanying this Resolution, and authorize the Village Manager to negotiate and execute the Agreement and expend budgeted funds; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (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, in order to provide the necessary funding for the Services and 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 Agreement with the Consultant in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement, 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 any action which is reasonably necessary to implement the intent and purpose of this Resolution, including but not limited to the expenditure of budgeted funds.

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. 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 Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

MINDFULLY VIRTUAL, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **MINDFULLY VIRTUAL, LLC**, a Florida limited liability company (hereinafter, the "Consultant").

WHEREAS, the Village desires certain to improve its operational efficiencies; and

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

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

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

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

1. Scope of Services.

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

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

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through 60 days thereafter, unless earlier terminated in accordance with Paragraph 8.

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

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate fee in the amount of $18,000, payable in two parts: $9,000 upon the Effective Date and $9,000 upon completion of the Services.

3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. Subconsultants.

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

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

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

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

6. Consultant's Responsibilities; Representations and Warranties.

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

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required

knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

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

7. Conflict of Interest.

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

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

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

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

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

9. Insurance.

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

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

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

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

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

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

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

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

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the

Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

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

11. Attorney 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.

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. **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.

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. **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 Contractor 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.

27. **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.

28. **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.

29. **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.

30. **Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☐.

31. **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:

    31.1. First Priority: Base Agreement;

    31.2. 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: _____
Dr. Ralph Rosado, Ph.D., AICP
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: Dr. Ralph Rosado, Ph.D., AICP
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@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)

MINDFULLY VIRTUAL, LLC

By: _____

Name: _____

Title: _____

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:
Mindfully Virtual, LLC
c/o Priscilla Salvador, Registered Agent
1555 North Treasure Drive, Suite 515
North Bay Village, FL 33141
_____(telephone)
_____(email)

With a copy to:
Mindfully Virtual, LLC
c/o Indira Shakti
1555 North Treasure Drive, Suite 515
North Bay Village, FL 33141
_____(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:	Signed, sealed and delivered by:
_____	_____
Witness #1 Print Name: _____	Print Name: _____
_____	Title: _____
Witness #2 Print Name: _____	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

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services set forth herein shall collectively be referred to as the "Services." Specifically, Consultant's Services shall include, but not be limited to, the following:

Project Management Implementation:

- Recommended Project Management tool includes *ClickUp (Business Level) or *Monday (Pro-Level) **TBD based on pricing agreed upon by the Commission*
- Train designated personnel to use and maintain Project Management tool including step-by step video instructions to use for future training of additional personnel.
- Establish best practices for Project Management tool and include relevant templates for future use.
- Provide 30-days ongoing support including two (2) 1:1 25-minute calls with designated personnel: Leo for Public Arts and Marlon for TI road reconstruction.
- Provide 30-days ongoing email support with designated personnel.
- Set up templates and relevant automations for (2) projects including Public Arts and Roadway.

Public Arts (Template):

- Create Project Management template tasks, subtasks and relevant automations for Public Arts to include:
  A. Selection of a location
  B. Identify funds
  C. Identify an artist – by either doing a call to artists or going with the next ranked artist in a previous call to artists; if call to artists, that has steps for advertising, review of proposals, ranking of proposals; if not, go straight to "D"
  D. Negotiate with the artist
  E. Negotiate design and art production timeline
  F. Getting Community Enhancement Board and/or Commission approval of design and artist contract
  G. Execute work order and resolution for artist to begin work
  H. Artist does the work
  I. Ribbon cutting is held
  J. Artist is paid

Treasure Island Road Reconstruction (Template)

- Create Project Management template tasks, subtasks and relevant automations for Public Arts to include:
  A. Select outside project management firm from our pool of pre-approved design

firms (this process is governed by village ordinance and state statute)

B. Secure commission approval of “A”
C. Execute contract and resolution
D. Issue notice to proceed to project management firm
E. Select outside design engineering firm from our pool of pre-approved design firms (this process is governed by village ordinance and state statute)
F. Secure commission approval of “E”
G. Execute contract and resolution
H. Issue notice to proceed to design firm
I. Design work takes place (this will have its own timeline)
J. Design work undergoes permitting process (this will have its own timeline)
K. Write Request for Proposals or Invitation to Bid for construction firms
L. Advertise RFP for 6-8 weeks
M. Review and rank the proposals from the firms that respond to RFP
N. Secure commission approval of the ranking
O. Execute contract and resolution
P. Issue notice to proceed to construction firm
Q. Hold groundbreaking
R. Construction work takes place (this will have its own timeline)
S. Hold ribbon cutting
T. The various firms are paid throughout process
U. Throughout, progress info is disseminated to the commission and public

<u>Performance Metrics Implementation:</u>

- Audit Job Descriptions for the 10 identified roles below.
- Create Initial draft of Performance Metrics for Review.
- Conduct 1:1 20-minute meeting with the Department Head and or Manager to review and approve Proposed Performance Metrics.
- Provide HR Consultant with the approved Performance Metrics to include in UKG for future use.
- Establish best practices for ongoing Performance Metrics for future use.
- Provide 30-day ongoing support including one (1) 1:1 25-minute call with HR Consultant Yolanda Menegazzo to ensure Performance Metrics are automated in the UKG platform for ongoing use.
- Provide 30-days ongoing email support with designated personnel: HR Consultant

Create Performance Metrics for the 10 Roles identified below:

- Create Performance Metrics for 10 Department and Division Heads including:
  1. Village Manager Ralph Rosado
  2. Code Director Orlando Rodriguez
  3. CFO Angela Atkinson
  4. Front Desk (BTR/Utilities/STVRs/Post Office) Manager Rodolfo Santana
  5. Public Works Director Marlon Lobban
  6. CIP Manager Delroy Peters
  7. Project Manager Carlos Llamas
  8. Chief of Staff to the Village Commission Christian Molina
  9. Chief of Staff Leo Cosio
  10. Communications/Events Director Julie Leonardi

Client Responsibility:

- Ongoing expense for Project management tool such as *ClickUp (Business Level) or *Monday (Pro-Level) will be the sole responsibility of the client to be paid directly to the selected provider. **TBD based on pricing agreed upon by the Commission.*

The Services noted above will commence upon receipt of initial 50% payment on or before June 15, 2024, for a period of 60-days for project completion.

Services beyond the scope of services set forth herein may be rendered upon written authorization of the Village Manager ("Additional Services"). Additional Services will be billed at the rate of $200 per hour.

Budget Amendment Form

Department		6/11/2024
Fund(s) to be changed: General Fund		

GL Account	GL Line Item	Transfer to:	Transfer from:
001.19.519.3160	Professional Services	$ 25,000.00	
001.00.389.3890	Appropriation of Fund Balance		$ 25,000.00
TOTAL (Columns must be equal)		**$ 25,000.00**	**$ 25,000.00**

Description:

Transfer General Fund - Appropriation of Fund Balance to Professional Services for the Mindfully Virtual Professional Services Contract. $18,000 for Professional Service Contract Base Fee & $7,000 for any Additional Services per contract.

ITEM NO. 11.O

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A Resolution Amending the Village Manager's Employment Agreement - *Village Manager Ralph Rosado, PhD, AICP***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Adopt resolution approving proposed amendment to contract.

BACKGROUND AND ANALYSIS

Under this Second Amendment to the Village Manager's contract, for the remainder of the current fiscal year ending September 30, 2024, the parties agree that the Employee will forego $40,000 in contractual payments and budgeted funds under the Agreement and First Amendment to the contract.

In exchange for foregoing the payments for the remainder of the current fiscal year ending September 30, 2024, the parties agree that the Village shall provide Employee with performance bonuses based on his accomplishing various monthly goals through the September 12, 2024 Village Commission meeting as set forth in Exhibit A hereto.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD; all funds budgeted

PERSONNEL IMPACT

NONE

ATTACHMENTS

Village Manager Employment Agreement 06-11-19
Resolution No. 2023-073 - Amendment to Manager Ralph Rosado Employment Agreement.pdf
Memo re Village Manager Contract Proposed Revisions.pdf
Manager Salary Benefits Comps.pdf
Resolution 2nd Amendment to VM Agreement.DOCX
Exhibit A - 2nd Amendment to VM Agreement.pdf
Second Amendment - Exhibit A - 21 Commission Goals .pdf

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of the 11th day of June, 2019 (the "Effective Date") by and between the North Bay Village, Florida, a Florida municipal corporation located in Miami-Dade County (the "Village"), and Ralph Rosado, an individual residing in Miami-Dade County ("Dr. Rosado" or the "Village Manager"). The Village and the Village Manager may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, on February 12, 2019, the Village Commission appointed Dr. Rosado as Interim Village Manager subject to the terms set forth in an Employment Offer Letter dated February 12, 2019; and

WHEREAS, on May 14, 2019, the Village Commission appointed Dr. Rosado as permanent Village Manager subject to negotiation and approval of terms of an Employment Agreement between the Parties; and

WHEREAS, the Parties desire to enter into this Agreement setting forth the terms and conditions of Dr. Rosado's employment as Village Manager.

NOW THEREFORE, in consideration of foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises set forth in this Agreement, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the Village and Village Manager agree as follows:

Section 1. Duties

A. The Village Manager shall perform the functions and duties of his position as specified in the Village Charter and Code, and shall perform such other legally permissible and proper duties and functions as the Village Commission shall assign from time to time.

B. The Village Manager shall discharge his duties in accordance with this Agreement, the Village Charter and Code, and any applicable Village employment policies, as may be established and amended from time to time by the Village Manager and/or Commission, and in a professional and respectable fashion as required of Village Managers generally and as required by the standards of the Code of Ethics of the International Village/County Management Association.

C. Village Manager acknowledges that the duties of Village Manager will be variable and may require work after the Village's regular business hours, and on nights, weekends and holidays. Village Manager agrees to devote Village Manager's best efforts and the time and energy necessary to perform fully the duties of Village Manager as required under this Agreement. Village Manager further agrees to be exclusively employed by the Village during the

term of this Agreement; provided, however that the Village Manager may continue teaching and performing occasional consulting work through his Professional Association of other parties who have no business, transactions or matters pending or proposed before the Village so long as such teaching or consulting is disclosed to, and approved by, the Village Commission. In the event that the Village Manager engages in any approved outside teaching or occasional consulting work during the Village's regular business hours, the Village Manager shall be required to use accrued unused vacation time.

D. In the event that Village Manager is temporarily unable to perform his duties, Village Manager shall designate an Acting Village Manager for such length of time as may be needed for Village Manager to resume his/her duties, but in no event for more than thirty (30) consecutive calendar days. The Village Commission reserves the right to nominate and approve an Acting Village Manager that differs from the individual so designated by the Village Manager and shall nominate and approve an Acting Village Manager in the event that the Village Manager is unable to perform his duties for thirty (30) consecutive calendar days or more.

Section 2. Term of Agreement

A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by the Village or the Village Manager as provided herein. Village Manager acknowledges that employment with the Village is on an at-will basis and that Village Manager shall serve at the pleasure of the Village Commission. Nothing in this Agreement shall prevent, limit, and/or otherwise interfere with the right of the Village Commission to terminate Village Manager at any time, subject to the Village Charter.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Manager to resign at any time from the position of Village Manager, subject only to the provisions set forth in Section 6 of this Agreement.

Section 3. Salary

A. The Village agrees to pay the Village Manager as compensation for his services under this Agreement an initial annual salary of $155,000.00, payable in biweekly installments at the same time as when other Village employees are paid. This salary is subject to all legally required deductions. Beginning October 1, 2019 and each October 1 thereafter that the Village Manager is employed by the Village, the Village Manager shall receive cost of living adjustments in the same amount as other management employees of the Village should the Village authorize cost of living adjustments for all other Village employees.

B. Beginning February 2021, the Village shall annually review the Village Manager's salary and/or other benefits and may increase same and/or provide a performance bonus in such amounts and to such an extent as the Village Commission may determine desirable on the basis of the performance of the Village Manager, in the Village Commission's sole and absolute discretion. Such evaluation shall be in such form as the Commission deems appropriate and may be made each year, prior to October 1st, in accordance with procedures established by Village Commission for the duration of this Agreement. Nothing herein shall require the Village

to increase the compensation and/or other benefits of the Village Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement.

Section 4. Termination by the Village

A. In the event the Village Commission wishes to terminate the Village Manager, it shall do so in accordance with Section 3.02 of the Charter.

B. In the event the Village Commission wishes to terminate the Village Manager without cause on or before June 13, 2020, the Village Manager shall receive a lump sum severance pay equal to 10 weeks of his regular base salary at the time of termination. In the event the Village Commission wishes to terminate the Village Manager without cause on or before June 13, 2021, the Village Manager shall receive a lump sum severance pay equal to 13 weeks of his regular base salary at the time of termination. In the event the Village Commission wishes to terminate the Village Manager without cause on or before June 13, 2022, the Village Manager shall receive a lump sum severance pay equal to 16 weeks of his regular base salary at the time of termination. In the event the Village Commission wishes to terminate the Village Manager without cause on or after June 13, 2022, Manager shall receive a lump sum severance pay equal to 20 weeks of his regular base salary at the time of termination, The Village shall also continue to pay the premium for the Village Manager's health insurance for the period of time for which he receives severance after the effective date of his termination. The Village shall not provide the Village Manager with his automobile allowance, cellular telephone allowance, or any other benefit or reimbursement (except that specifically set forth in this paragraph) beyond the date of his termination. All severance payments (excluding the continuation of his health insurance benefits) shall be paid to the Village Manager within thirty (30) days of the Village Manager's termination, provided the Village Manager first executes a release and waiver of claims releasing the Village from any liability in connection with his employment with the Village.

C. Notwithstanding the provisions of Section 4.B above, in the event Village Manager is terminated for misconduct as defined in Section 443.036(30), Florida Statutes, the Village shall have no obligation to pay the Village Manager any severance pay. Misconduct includes, but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the Village Charter, or the Village's Conflict of Interest Ordinance.

Section 5. Termination by the Village Manager

A. In the event that the Village Manager voluntarily resigns or retires during the Term of this Agreement, the Village Manager shall provide the Village with 60 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Village Manager under this Section, the Village Manager shall not be entitled to receive severance package, but the Village shall pay the Village Manager for his accrued unused vacation and sick leave (if applicable) calculated at the Village Manager's rate of pay in

effect upon the date of resignation in accordance with Village policy for non-union civilian employees.

B. In the event that the Village Manager voluntarily resigns with less than 60 days' advance written notice, the Village Commission may elect to terminate the Village Manager immediately or allow the Village Manager to continue to serve until the date specified in the Village Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, the Village Manager shall not be entitled to receive either severance payment or vacation or sick leave unless the Village Commission authorizes a payment for accrued unused leave.

C. If the Village Manager is unable to perform his duties as specified in Section 1 of this Agreement for a period of 30 consecutive days or 60 non-consecutive days during any one-year period for any reason other than an approved Family Medical Leave Act ("FMLA") absence, the Village Commission may terminate this Agreement. If the Village Manager takes FMLA-approved leave and exhausts his statutorily-protected, FMLA-approved leave in any one-year period, the Village Commission may terminate this Agreement. In the event of the Village Manager's death, this Agreement shall be terminated. If this Agreement is terminated under this Section, the Village Manager shall not be entitled to severance pay.

D. Unless otherwise specified in this Agreement, or required by law, upon termination of this Agreement, the Village Manager or his beneficiary shall be entitled to receive payment of any accrued or unused sick or vacation leave in accordance with the terms of this Agreement, as may be amended from time to time.

Section 6. Automobile Allowance and Communications Equipment

A. The Village will provide the Village Manager with an automobile allowance of $600.00 per month. The Village also agrees to reimburse Village Manager for mileage for travel outside of Miami-Dade or Broward Counties associated with business of the Village at the same rate as other Village employees are reimbursed.

B. The Village shall provide Village Manager with a cell phone allowance of $150.00 per month, or provided a Village phone.

Section 7. Dues and Subscriptions

The Village agrees to pay Village Manager's professional dues for membership in the International Village/County Management Association and the Florida Village/County Management Association. If the Village Manager is not a member of the International Village/County Management Association, he shall become a member within ninety (90) days of execution of this Agreement. The Village shall pay other dues and subscriptions on behalf of Village Manager as are approved in the Village's annual budget (on a line item basis) or as authorized separately by the Village Commission.

Section 8. Professional Development

The Village agrees to pay for the Village Manager's travel and attendance at one (1) conference per year, which shall be one of the following: (1) International Village/County Managers' Association annual conference; (2) Florida Village/County Managers' Association annual conference; (3) the Florida League of Cities' annual conference in accordance with the expense schedule set forth in Chapter 112 of the Florida Statutes for public officials or as otherwise provided by the Village Commission, or (4) another appropriate professional conference of the manager's choosing. The Village may pay for Village Manager's attendance at other seminars, conferences and committee meetings as are approved in the Village's annual budget (on a line item basis) or as authorized separately by the Village Commission.

Section 9. Community Involvement

The Village acknowledges that Village Manager currently participates in community and civic organizations. The Village agrees that Village Manager may continue participation in such organizations during the term of this Agreement, provided that such participation shall be conducted at Village Manager's personal expense. The Village acknowledges that the Village Manager's participation in these organizations include, but is not limited to, participation (in person, or via the telephone or internet) in meetings, conferences, seminars, or other activities sponsored by the organizations. If the Village Manager will be away from work for one or more full days as a result of Village Manager's participation in any community or other civic organization, the Village Manager is required to provide advance notice to and receive prior approval from the Mayor of the Village.

Section 10. Vacation, Holidays and Sick Leave

Commencing on the date of approval of this Agreement, the Village Manager shall accrue Vacation in accordance with Village Policy No. 5-05 titled "Management Benefits." The Village Manager shall accrue personal days and Sick Leave in accordance with the Employee Policy Manual. Upon separation of employment, the Village Manager will be eligible for payout for his accrued unused leave in accordance with applicable Village policy, as modified only by Sections 4 and 5 of this Agreement.

The Village Manager shall be entitled to paid holidays off as provided to all other Senior Management Employees of the Village.

Section 11. Health, Dental, Life, Disability and Professional Insurance

A. The Village Manager shall be entitled to Village-sponsored health insurance on the same terms and at the same cost as provided to other Senior Management employees of the Village. Should the Village Manager decline such coverage, he shall be paid an amount equal to the cost to the Village of family coverage, capped at $20,000 per year. Such payment will be made in equal installments in conjunction with the Village's regular pay periods.

B. The Village shall provide the Village Manager with life, accidental death and dismemberment, and short-term and long-term disability insurance coverage to the same extent as such coverages are provided to other Senior Management employees of the Village (as provided under, and subject to terms and conditions of, the Village's applicable group insurance plans).

C. The Village shall provide the Village Manager with professional insurance, including, but not limited to, officers and directors insurance, with such policy and coverage limits as deemed appropriate by the Village's risk management consultant.

Section 12. Retirement

The Village shall implement an ICMA retirement plan for the Village Manager and shall contribute a the same percentage of Village Manager's pay into that account as it contributes to FRS each year for other Senior Management Employees of the Village.

Section 13. Expense Account; Other Customary Benefits

A. The Village Manager shall be entitled to a monthly expense stipend in the amount of $400.00 for expenses incurred by the Village Manager in the performance of his duties. The amount of the stipend may be adjusted by the Village Commission in each annual budget to reflect changes in the consumer price index.

B. The Village shall afford the Village Manager the right to participate in any other benefits or working conditions as provided for the Senior Management Employees of the Village.

Section 14. Indemnification

To the extent permitted by law and as limited by Section 768.28, Florida Statutes for tort actions, the Village shall defend, save harmless and indemnify the Village Manager against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in connection with the performance of the Village Manager duties so long as the Village Manager is acting within the scope of his employment. The Village, or its insurance carrier, will defend all such claims and actions at its own cost through competent counsel through administrative, trial, and appellate proceedings pay or settle any such claim or suit or judgment rendered thereon. This Section shall survive cancellation or termination of this Agreement.

Section 15. Bonding

The Village agrees to bear the full cost of any fidelity, indemnity, or other bonds as may be approved by the Village Commission pursuant to the Village Charter.

Section 16. Code of Ethics

The "Code of Ethics" promulgated by the International Village/County Management Association (ICMA) is incorporated herein and by this reference made a part hereof. The Village Manager in the performance of his/her duties agrees to be governed by the referenced Code of Ethics, as may be amended from time to time, and such other ethics policies as are in existence or may be adopted from time to time by the Village.

Section 17. Notice

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested, through the United States Postal Services delivery, addressed as follows:

Village	Mayor Brent Latham North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
With a copy to the Village Attorney	Daniel A. Espino, Esq. Weiss Serota Helfman Cole & Bierman, PL 2525 Ponce De Leon Boulevard, Suite 700 Coral Gables, FL 33134
Manager	Ralph Rosado

Any of the foregoing Parties may, by written notice to the other Parties, designate any other address to which subsequent notices, certificate or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed. Any notice sent by electronic mail shall not be considered delivered unless the recipient has expressly confirmed receipt thereof.

Section 18. Other Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the Village Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed, except by an Agreement in writing signed by the parties.

E. Florida law shall govern the construction, interpretation, and enforcement of this Agreement and venue for any litigation which may arise that in any way involves this Agreement shall be in Miami-Dade County in a court of competent jurisdiction.

F. Upon Village Manager's death, the Village's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement to his designated beneficiaries;
3. Payment of all life insurance benefits in accordance with the Village's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

I. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless approved by the Village Commission and agreed upon by the Parties. Any approved and agreed upon changes to this Agreement shall be reduced to writing with the same formality as this Agreement.

J. The rights and obligations herein granted are personal in nature and cannot be assigned, delegated, or transferred by the Village Manager, except as provided in Section (1)(D) herein.

K. In any action or proceeding to enforce or interpret the provisions of this Agreement, each party in such action or proceeding shall bear their own attorney's fees.

L. Any calculation or computations required herein shall be made by the Village Finance Director, subject to verification by the Village Attorney. The Manager shall be promptly furnished a copy of such calculations my and computations.

M. On any matter which is not covered or addressed by this Agreement or the Village Charter, the general Village personnel policies, as amended from time to time, and as may apply, shall control, subject to confirmation by the Village Attorney.

N. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, as of the date first written above.

VILLAGE MANAGER

RALPH ROSADO

NORTH BAY VILLAGE

BRENT LATHAM, MAYOR

ATTEST:

ELORA RIERA, CMC,
VILLAGE CLERK

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

WEISS, SEROTA, HELFMAN,
COLE AND BIERMAN
VILLAGE ATTORNEY

RESOLUTION NO. 2023-073

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 12, 2019, the North Bay Village (the "Village") Commission appointed Dr. Ralph Rosado as Interim Village Manager subject to the terms set forth in an Employment Offer Letter dated February 12, 2019; and

WHEREAS, on May 14, 2019, the Village Commission appointed Dr. Rosado as permanent Village Manager subject to negotiation and approval of terms of an Employment Agreement; and

WHEREAS, on June 11, 2019, the Village and Dr. Rosado entered into an Employment Agreement setting forth the terms and conditions of Dr. Rosado's employment as Village Manager (the "Agreement"); and

WHEREAS, the Village Commission desires to amend the Agreement with Dr. Rosado as set forth in the First Amendment to Employment Agreement attached hereto as Exhibit "A" (the "First Amendment"); and

WHEREAS, the Village Commission approves the First Amendment and authorizes the Village Mayor to execute the First 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.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Mayor to execute the First Amendment in substantially the form attached hereto

as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

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

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

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

Mayor Brent Latham	Yes
Vice Mayor Richard Chervony	Yes
Commissioner Goran Cuk	Yes
Commissioner Andy Rotondaro	Yes
Commissioner Rachel Streitfeld	Yes

PASSED AND ADOPTED on this 9th day of May, 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT A

FIRST AMENDMENT TO VILLAGE MANAGER'S EMPLOYMENT AGREEMENT

FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
RALPH ROSADO

THIS FIRST AMENDMENT to the Employment Agreement (the "First Amendment") is entered into as of this __ day of May, 2023 (the "Effective Date of First Amendment"), by and between North Bay Village, a Florida municipal corporation, (the "Village") and Ralph Rosado (hereinafter, the "Employee"). Collectively, the Village and the Employee are referred to as "Parties."

WHEREAS, on February 12, 2019, the Village Commission appointed Employee as Interim Village Manager subject to the terms set forth in an Employment Offer Letter dated February 12, 2019; and

WHEREAS, on May 14, 2019, the Village Commission appointed Employee as permanent Village Manager subject to negotiation and approval of terms of an Employment Agreement; and

WHEREAS, on June 11, 2019, the Village and the Employee entered into an Employment Agreement (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement by entering into this First Amendment; and

WHEREAS, the Village and the Employee 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 Employee agree as follows:[1]

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

2. **Amendment to Section 3 of the Agreement.** Section 3 of the Agreement shall be amended as follows:

Section 3. Salary

* * *

C. The Village agrees to pay the Village Manager a one-time retention bonus of $25,000.00 for five years of service, payable as follows: $6,250 on February 12, 2024, $6,250 on May 12, 2024, $6,250 August 12, 2024, and $6,250 on December 12, 2024.

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

3. **Amendment to Section 4 of the Agreement.** Section 4 of the Agreement shall be amended as follows:

Section 4. Termination by the Village

A. In the event the Village Commission wishes to terminate the Village Manager, it shall do so in accordance with section 3.02 of the Charter; provided, however, the Employee may be removed by the affirmative vote of no less than three Commission Members, but such removal shall not take place within 90 days after any election at which any Commission Member is elected to office.

* * *

D. Mutual Non-Disparagement. Upon termination of this Agreement, the Village Commission in office at the time of the Village Manager's termination agrees that it will not make or publish any disparaging or defamatory statements concerning the Employee. The Employee agrees that the Employee will not, during the term of his employment with the Village and for a period of two years after, make or publish any disparaging or defamatory statements concerning the Village or any Village Officials or Commission members. Notwithstanding the foregoing, nothing in this Agreement prohibits the Employee or the Village from responding accurately and fully to any request for information or disclosure of documents if required by law, court order, subpoena or other legal process, in any criminal, civil, or regulatory proceeding or investigation. In addition, nothing in this provision or this Agreement is intended to prohibit or restrain the Employee from exercising protected rights.

4. **Amendment to Section 11 of the Agreement.** Section 11 of the Agreement shall be amended as follows:

Section 11. Health, Dental, Life, Disability, and Professional Insurance

A. The Village Manager shall be entitled to Village-sponsored health insurance on the same terms and at the same cost as provided to other Senior Management employees of the Village. Should the Village Manager decline such coverage, he shall be paid an amount equal to the cost to the Village of family coverage, ~~capped at $20,000 per year~~ retroactive to October 1, 2022. Such payment will be made in equal installments in conjunction with the Village's regular pay periods.

* * *

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 page follows.]

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: _____
Brent Latham
Village Mayor

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: Brent Latham, Village Mayor
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

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)

EMPLOYEE

By: _____
Dr. Ralph Rosado, Ph.D., AICP

North Bay Village

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

TO: Mayor, Vice Mayor, and Village Commissioners
FROM: Ralph Rosado, PhD, AICP, Village Manager
DATE: 5/2/23
SUBJECT: Proposed Changes to Village Manager Contract

It has been my pleasure to serve as your Village Manager for the last four years and three months. I would like to proffer the following items, which represent changes to my current employment contract:

A. Revision of existing terms:

1. I had originally requested that my minimum advance notice period for resignation be reduced from 60 days. After further discussion with Commissioner Cuk, I have agreed to leave that term as is.

2. Section 11A (Health, Dental, Life, Disability and Professional Insurance): I currently opt out of the Village's health insurance and instead receive an amount equal to the cost to the Village of family coverage, *capped at $20,000 per year*. But the village's contribution to family health insurance plans is currently @ $24,320/year. I would like to see the phrase "capped at $20,000 per year" be removed, so that I receive the full value of the village's contribution; from a budgeting perspective, this would be equivalent to me transferring onto the Village's health plan. For this fiscal year, this would represent an allocation of $4,320, to be taken from the Village's Compensation Personnel line item, which currently has $10,000.

B. Proposed new terms:

1. Proposed new Section 3D (Salary): *The Village Manager shall be entitled to a one-time retention bonus of $25,000 on his 5-year anniversary (February 12, 2024).* (I became Interim Village Manager on February 12, 2019 and Village Manager on June 11, 2019, but for all practical purposes I became Manager on the earlier of those two dates.) This would be budgeted for FY23-24 and 24-25 (every three months beginning in February 2024), not the current FY.

2. Proposed amendment to Section 4A (Termination by the Village):

   The Employee may be removed by the affirmative vote of no less than three Commission Members, but such removal shall not take place within 90 days after any election at which any Commission Member is elected to office.

3. Proposed Section 4D (Termination by the Village): I would like to see a clause added to the effect of: *Upon separation, neither party shall make disparaging statements – verbally or in writing – about the other.*

MIAMI-DADE MANAGERS

City	Population	Salary	Car Allowance	Monthly Expense Account	Other Benefits
North Bay Village	8,206	$196,560	$600	$400	
Aventura	35,762	$245,195	$500	remibursed	
Bal Harbour	2,513	$325,000	$600	reimbursed	$25K retention bonus after 5 years; no termination within 90 days of an election
Bay Harbor Islands	5,628	$265,000	$500	reimbursed	$100K as an interest-free loan forgiven at rate of $20K/year subject to maintaining employment with Town
Biscayne Park*	3,089	$100,000	$400	reimbursed	
Coral Gables	46,780	$275,576	$650	info pending	
Cutler Bay	40,286	$249,766	$600	reimbursed	
Doral	75,966	$238,442	$700 or city vehicle: @$800-$1,000 value	$500	
El Portal	2,066	$116,000	$420	reimbursed	
Golden Beach	919	$275,863	$1,111	reimbursed	Bonus: $40K annually at discretion of council and $15K upon completion of CIP
Homestead	78,885	$208,000	$750	reimbursed	
Indian Creek	82	$150,000	City vehicle: @$800-$1,000 value	reimbursed	
Key Biscayne	12,344	$215,130	$250	reimbursed	
Miami	399,457	$380,792	City vehicle: @$800-$1,000 value	reimbursed	
Miami Beach	87,779	$336,192	$800	reimbursed	Bonus: 10% of salary
Miami Gardens	110,867	$285,000	$600	reimbursed	
Miami Lakes	29,361	$215,000	$650	reimbursed	
Miami Shores	10,493	$204,273	City vehicle: @$800-$1,000 value	reimbursed	
Miami Springs*	13,809	$175,000-$195,000 base	TBD	TBD	TBD
North Miami	59,229	$252,000	$750	$800	

North Miami Beach	42,507	$234,333	City vehicle: @$800-$1,000 value	reimbursed	$15K retention bonus after 5 years; no termination within 90 days of an election
Opa-locka	16,608	$162,200	City vehicle: @$800-$1,000 value	reimbursed	
Palmetto Bay	23,410	$189,370	$550	reimbursed	$10,000 for moving expenses
Pinecrest	18,223	$247,396	$600	reimbursed	
South Miami	11,657	$245,000	$600 or city vehicle: @$800-$1,000 value	reimbursed	
Sunny Isles Beach	20,832	$216,300	$600	reimbursed	
Surfside*	5,744	$220,000-$260,000 base	TBD	TBD	TBD
West Miami*	7,058	TBD	TBD	TBD	TBD

NON-NBV MEAN	$234,660	$687
NON-NBV MEDIAN	$238,442	

* These municipalities are currently seeking managers; as a result, salary and/or benefits are undetermined or to be negotiated.

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 12, 2019, the North Bay Village (the "Village") Commission appointed Dr. Ralph Rosado as Interim Village Manager subject to the terms set forth in an Employment Offer Letter dated February 12, 2019; and

WHEREAS, on May 14, 2019, the Village Commission appointed Dr. Rosado as permanent Village Manager subject to negotiation and approval of terms of an Employment Agreement; and

WHEREAS, on June 11, 2019, the Village and Dr. Rosado entered into an Employment Agreement setting forth the terms and conditions of Dr. Rosado's employment as Village Manager (the "Agreement"); and

WHEREAS, on May 9, 2023, the Village Commission adopted Resolution No. 2023-73 approving a First Amendment to Employment Agreement with Dr. Rosado; and

WHEREAS, the Village Commission desires to amend the Agreement with Dr. Rosado as set forth in the Second Amendment to Employment Agreement attached hereto as Exhibit "A" (the "Second Amendment"); and

WHEREAS, the Village Commission approves the Second Amendment and authorizes the Village Mayor to execute the Second 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 Second Amendment.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Mayor to execute the Second Amendment in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

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

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 Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this 11th day of June, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
RALPH ROSADO

THIS SECOND AMENDMENT to the Employment Agreement (the "Second Amendment") is entered into as of this __ day of June, 2024 (the "Effective Date of Second Amendment"), by and between North Bay Village, a Florida municipal corporation, (the "Village") and Ralph Rosado (hereinafter, the "Employee"). Collectively, the Village and the Employee are referred to as "Parties."

WHEREAS, on February 12, 2019, the Village Commission appointed Employee as Interim Village Manager subject to the terms set forth in an Employment Offer Letter dated February 12, 2019; and

WHEREAS, on May 14, 2019, the Village Commission appointed Employee as permanent Village Manager subject to negotiation and approval of terms of an Employment Agreement; and

WHEREAS, on June 11, 2019, the Village and the Employee entered into an Employment Agreement (the "Agreement"); and

WHEREAS, on May __, 2023, the Village and the Employee entered into a First Amendment to Employment Agreement; and

WHEREAS, the Parties now desire to amend the Agreement by entering into this Second Amendment; and

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

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

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

2. **Amendments to the Agreement for remainder of Fiscal Year ending September 30, 2024.**

   A. For the remainder of the current fiscal year ending September 30, 2024, the parties agree that the Employee will forego the following contractual payments under the Agreement and First Amendment:

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

Section 3.B. Merit Pay Increase (totaling $5,209)

Section 3.C. Retention Bonus (totaling $18,750)

Section 6.A. Automobile Allowance (totaling $3,000)

Section 8. Village Managers' Office Travel/Conference Budget (totaling $624)

Section 11.A. Insurance Opt-Out Payment (totaling $10,417)

Section 13.A. Expense Stipend (totaling $2,000)

B. In exchange for foregoing the above-referenced contractual payments for the remainder of the current fiscal year ending September 30, 2024, the parties agree that the Village shall provide Employee with performance bonuses based on his accomplishing various monthly goals through the September 12, 2024 Village Commission meeting as set forth in Exhibit A hereto.

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

4. **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.

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

6. **Counterparts**. This Second 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 page follows.]

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

NORTH BAY VILLAGE

By: _____
Brent Latham
Village Mayor

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: Brent Latham, Village Mayor
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

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)

EMPLOYEE

By: _____
Dr. Ralph Rosado, Ph.D., AICP

North Bay Village

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

Commission Goals to Be Assessed Monthly through the 9/12/24 Commission Meeting

Galleon St Community Center (3) –plans under review or approval at NBV & under review at DERM; enviro cleanup completed or firm completion date provided; existing building demoed; groundbreaking held	**Resilient Housing Programs (3)** – programs up and running	**TI Paving (3)** – for roads to be repaved: design firm contract approved & all project dates set	**Sidewalks/ Crosswalks (3)** – 90% design submission complete; clear construction dates set for all improvements	**TI Parking Study (3)** – completed; adopted by Commission; some (or all) policy changes implemented
TIES Park (2) - permitting underway	**Miami MOU (2)** - approved by Miami	**Miami Beach MOU (2)** – approved by MB	**Vogel Park Kayak Launch (2)** - nearing completion (by 9/22/24, per contract)	**Inlet Filters (2)** - Ph I (48) completed; Ph II underway w/ completion date set
Performance Measures (2) – established for all positions possible	**Install Patriotic Banners on Causeway (2)**	**Causeway Guardrail and Median Painting (2)** – all relevant info (process, costs) in hand for Commission consideration for budgeting purposes	**Island Walk (2)** – 6 condo meetings held; 3 segments opened	**TI Causeway Improvements (2)** intersection improvement designs approved by FDOT, with construction dates set
Moda Frame Sculpture (1) – installed, if Moda approves easement language & Commission approves funding; if both approvals not secured, this will be replaced by another project	**Initiate Afterschool Arts Programming at TIES (1)**	**Street Signs (1)** – all replaced	**Bench Public Art Project (1)** – completed	**Landscaping (1)** – Hispanola and Adventure medians planted, TI and HI bulbouts completed, TIES trees planted
Revised TDR Ordinance (5) – TDR Program redesigned, Ordinance adopted, and RFP held and closed.				

Legend

Completed in most recent month

Completed previously

ITEM NO. 11.P

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Leo Cosio,

SPONSORED BY:

SUBJECT: A Resolution Authorizing the Village Manager to Execute an Agreement with Xavier Cortada, Inc. for Public Art Projects - Ralph Rosado, Ph.D., AICP

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH XAVIER CORTADA, INC. FOR A PUBLIC ART MURAL AT TREASURE ISLAND ELEMENTARY SCHOOL IN AN AMOUNT NOT TO EXCEED $20,000.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize the Village Manager to negotiate and execute an agreement with Xavier Cortada, Inc. for Public Art Mural at Treasure Island Elementary School.

BACKGROUND AND ANALYSIS

Staff respectfully requests consideration and approval of the proposed resolution that would authorize the Village Manager to engage eco-artist Xavier Cortada, Miami-Dade County's Artist-in-Residence. Mr. Cortada's project consists of two parts. Firstly, he will create an environmental-themed mural at Treasure Island Elementary School and conduct an interactive presentation for NBV Summer Camp attendees, focusing on sea level rise and climate change. Attendees will have the opportunity to create and take home their own elevation yard signs displaying their home's elevation above sea level. Secondly, Mr. Cortada will create a sculpture for the Village's Public Art Program, serving as an elevation marker to be placed at Vogel Park.

Appropriation of Fund Balance - from the General Fund will be transferred to to the Capital Projects Funds for both Xavier Cortada Public Art Projects. Projects CP24-11 TIES

Underwater Mural ($15,000) & CP24-12 Vogel Park Underwater Sculpture ($5,000) have been created in the Capital Project Fund.

It is recommended that the Village Commission authorize the Village Manager to negotiate and execute an agreement with Xavier Cortada, Inc for Public Art Mural at Treasure Island Elementary School.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Transfer from Appropriation of Fund Balance (General Fund) (001.00.389.3890) $20,000 and Transfer to Park Improvements (Capital Projects Fund) (320.61.630.6201)

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - Xavier Cortada Art.DOCX
Cortada Invoice.pdf
Exhibit A - Budget Amendment- Xavier Cortada Art Projects.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH XAVIER CORTADA, INC. FOR A PUBLIC ART MURAL AT TREASURE ISLAND ELEMENTARY SCHOOL IN AN AMOUNT NOT TO EXCEED $20,000.00; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") wishes to increase public art installations throughout the Village and, towards that end, install a public art project at Treasure Island Elementary School (the "Project"); and

WHEREAS, Xavier Cortada, through Xavier Cortada, Inc., (the "Artist") has proposed to paint an environmental themed mural for the Project as further set forth in the staff memorandum accompanying this resolution; and

WHEREAS, Section 36.25(L) of the Village Code 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, due to the artistic and specialized nature of the services offered by the Artist, Village staff recommends that the Village waive competitive bidding as it is not in the best interest of the Village to competitively bid the services; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to authorize the Village Manager to negotiate and execute an agreement with the Artist in an amount not to exceed $20,000, consistent with the staff memorandum accompanying this resolution and subject to approval by the Village Attorney as to form, content, and legal sufficiency; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (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, in order to provide the necessary funding for the services and 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 "A" 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. Authorization. Pursuant to Section 36.25(L) of the Village Code, the Village Commission hereby authorizes the Village Manager to negotiate and execute an agreement with the Artist for the Services in an amount not to exceed $20,000, consistent with staff memorandum accompanying this resolution and subject to approval by the Village Attorney as to form and legal sufficiency.

Section 3. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line-item transfers as further provided in Exhibit "A" attached hereto and incorporated herein.

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 Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this __ day of June, 2024.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

INVOICE

Invoice #: MM240603
Date: June 6, 2024

RE: North Bay VIllage Public Art

TO:
Leonardo Cosio
Chief of Staff to the Village Manager
lcosio@nbvillage.com
northbayvillage-fl.gov
1666 Kennedy Causeway Suite 300
North Bay Village, FL.33141

FROM:
Xavier Cortada
Xavier Cortada, Inc.
14275 SW 73rd Avenue,
Palmetto Bay, FL 33158

DESCRIPTION		TOTAL
THE UNDERWATER: 6' x 9' interior wall mural and presentation		$15000.00
THE UNDERWATER: Small exterior sculpture		$5000.00
Xavier Cortada retains all intellectual property rights.		
TOTAL		**$20,000.00**

Please make checks payable to:

Xavier Cortada, Inc
14275 SW 73rd Avenue
Palmetto Bay, FL 33158

Phone 305-858-1323
Email: xavier@cortada.com
Website: www.cortada.com

Budget Amendment Form

Department :	**Capital Projects**	**Date :**	**6/11/2024**
Fund(s) to be changed: Capital Projects Fund/General Fund			

GL Account	GL Line Item	Project:	Transfer to:	Transfer from:
320.61.630.6201	Park Improvements	CP24-11 TIES Underwater Mural	$ 15,000.00	
320.61.630.6201	Park Improvements	CP24-12 Vogel Park - Underwater Sculpture	$ 5,000.00	
320.00.381.3801	Transfer from General Fund			$ 20,000.00
001.19.519.9132	Transfer to Capital Projects Fund		$ 20,000.00	
001.00.389.3890	Appropriation of Fund Balance			$ 20,000.00
TOTAL (Columns must be equal)			**$ 40,000.00**	**$ 40,000.00**

Description:

Transfer $20,000 of General Fund Balance to the Capital Projects Fund for the Xavier Cortada TIES - The Underwater Mural & Sculpture Public Art Projects#CP24-11 & #CP24-12.

ITEM NO. 11.Q

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: A Resolution Approving a Development Agreement and Lease with Miami-Dade County Relating to Fire Station #27 at the New Village Hall/Public Safety Complex - Village Manager Ralph Rosado, PhD, AICP

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT AND LEASE WITH MIAMI-DADE COUNTY FOR FIRE RESCUE STATION 27 AT THE NEW VILLAGE HALL/PUBLIC SAFETY COMPLEX; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Development Agreement and Lease with Miami Dade County for Fire Rescue Station 27.

BACKGROUND AND ANALYSIS

Miami-Dade County's (the "County") former Fire Rescue Station 27 ("former Station 27") was located in North Bay Village ("Village") and leased by the Village to the County for use by the Miami-Dade Fire Rescue Department ("MDFRD") for $1.00 per year. Former Station 27 was connected to another structure owned by the Village and that structure was condemned over a decade ago due to environmental concerns. Since that time, the Village's administrative operations have been operating at 1666 Kennedy Causeway ("temporary Village Hall") and the MDFRD has been operating from temporary trailers at another location to keep the existing engineer and rescue resources available and prevent a disruption of services to the residents of the Village and surrounding areas ("temporary Station 27").

The County and Village agree that it is necessary to build a new fire rescue station to replace former Station 27 in order to accommodate modern fire suppression and rescue apparatus, provide adequate living quarters for the firefighting personnel, and service the residents of the Village and surrounding areas ("new Station 27"). Construction of new Station 27 is critical to the proper maintenance of public safety infrastructure.

On January 29, 2008, the voters of the Village authorized the issuance of general obligation bonds to construct a Public Safety/Village Hall complex with the County, whereby the County will pay for the fire rescue station portion.

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.

The Village is currently working on the development of a larger municipal project to include facilities for its police department and Village Hall (the "Village Hall Complex") 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, as more fully described in the Development Agreement and Lease attached hereto as Exhibits "A" (the "Land").

New Station 27 is to be part of and located at the Village Hall Complex, the overall cost of which is estimated $45,000,000. Collectively, the Village Hall Complex, inclusive of the new Station 27, shall be referred to throughout this Resolution as the "Project."

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.

Originally under the MOU, the cost for design and construction for the new Station 27 was estimated to be $4,250,000.00, was to consist of approximately 10,800 square feet, and the Village was required to complete construction within five years of the effective date of the MOU.

In addition, at the time of execution of the MOU, the Village sought to identify a private

developer for the design and construction of the Village Hall Complex and to also include private, commercial uses in the overall development of the facility.

The MOU provided that once the construction of the new Station 27 was completed, the Village would lease the facility to the County for a 30-year term at a cost of $1.00 per year, along with three 30-year renewal terms.

Resolution No. R-684-20 also authorized and directed the County Mayor or County Mayor's designee to negotiate and execute agreements with the Village in accordance with the parameters and terms set forth in the MOU in an amount not to exceed $4,250,000.00 for the design and construction of new Station 27, and in an amount not to exceed $420,000.00 for any additional expenses related to the development of new Station 27, to include the lease of new Station 27 by the County for an initial term of 30 years, with an additional three 30-year renewal terms, at a rental rate of $1.00 per year.

Since the adoption of Resolution No. R-684-20, the Village issued a solicitation to select a private developer with which to establish a public-private partnership for the design, build, finance, and operation of a facility on the Premises to include private commercial uses and/or residential as well as the Village Hall Complex.

On October 6, 2022, the Board adopted Resolution No. R-951-22 to approve an amendment to the MOU (the "First Amended MOU") between the County and the Village in order to increase the size of new Station 27 to approximately 11,326 square feet, consider increasing the County's contribution to the design and construction of new Station 27, and to extend the deadlines for design, development and construction of the new Station 27 so as to have the construction substantially completed on or before October 26, 2026.

The Village Manager negotiated an increase in the Miami Dade Fire Rescue contribution to $7,425,000. On October 5, 2022, the Village issued Request for Qualifications No. 2022-005 (the "RFQ") for architectural and engineering design services (the "Services") for the Village Hall Complex Project, inclusive of new Station 27.

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. On March 8, 2023, the Village Commission adopted Resolution No. 2023-45 approving an agreement with Wannemacher Jensen Architects, Inc. for the Services for the Project in an amount not to exceed $2,300,000.00. On March 16, 2023, the Village and Wannemacher Jensen Architects, Inc. entered into a contract for development of the Project. On December 12, 2023, the Village Commission adopted Resolution No. 2023-159 approving a site plan for development of the Project.

Pursuant to the MOU, as amended, the County and the Village, through their respective administrations, have negotiated a Development Agreement and Lease that are attached hereto as Exhibit “A.”

The Village Commission should approve the Development Agreement and Lease in substantially the form attached hereto as Exhibit “A” and authorize the Village Manager to make such material and non-material changes to the Development Agreement and Lease as may be in the Village’s best interest and execute the Development Agreement and Lease, subject to the approval of 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, including the expenditure of budgeted funds.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
This project would result in an additional $7.425M for the project.

PERSONNEL IMPACT
TBD. Project may result in hiring of building maintenance staff person.

ATTACHMENTS
Village Hall Fire Station - Sources of Funds 20240518.pdf
Resolution Approving DA and Lease - MDC Fire Station 27 .DOCX
Development Agreement NBV and County - Agenda 6-7-24.DOCX
DA Exhibit A - Lease and County - Agenda 6-7-24.DOCX
DA Exhibit B - MDFR Building Program.pdf
DA Exhibit C - MDFR Onstreet Parking.pdf

VILLAGE HALL/FIRE RESCUE STATION - SOURCES OF FUNDS (as of 5/18/2024)

Amount Due	Funding Sources for Funds Due or Expected Prior to 1/28/25 VHFS Construction Bid Issuance Date	Amount Available or Collected
$ 7,500,000	Village Hall Bond	$ 7,500,000
$ 518,750	Sunbeam Community Contribution ($1,528,750 collected: $1M for Parks; $518,750 for V. Hall)	$ 518,750
$ 6,880,000	Sunbeam Payment in Lieu of Impact Fees (Negotiated to Be Paid Years ahead of Due Date - once Traffic Concurrency or Moratorium resolved, whichever is earlier) (due 5/24/24)	$ 6,880,000
$ 4,120,000	Sunbeam Voluntary Contribution toward Village Hall (Negotiated Contribution - once Traffic Concurrency or Moratorium resolved, whichever is earlier)	$ 4,120,000
$ 1,375,000	Sunbeam Voluntary Contribution toward Fire Station (Negotiated Contribution)	$ 1,375,000
$ 546,250	Shuckers 1st Community Contribution (due 4/5/24)	$ 546,250
$ 974,000	Shuckers Public Facility Voluntary Contribution (Negotiated Contribution) (due 1/5/25)	
$ 7,425,000	Miami-Dade Fire Rescue Payment (Negotiated up from Original $4.67M)	$ 7,425,000
$ 1,200,000	7940 West Drive Density Rights Transfer Fee (Negotiated to be within 90 Days of Approval)	$ 1,200,000
$ 472,500	7940 West Drive 1st (of 2) Height Bonus Payment (10% within 30 Days of Approval; 90% at Permit)	$ 47,250
$ 342,500	Shoma 1st Community Contribution Fee	$ 342,500
$ 953,931	Shoma Parks & Police Impact Fees (Negotiated to Be Paid Years ahead of Due Date)	$ 953,931
$ 342,500	Shoma 2nd Community Contribution Fee (due 5/30/24)	
$ 685,000	Shoma 3rd Community Contribution Fee (due 8/31/24)	
$ 400,000	Shoma Village Hall Voluntary Contribution (Negotiated Contribution) (due at Building Permit - Expected Nov. 2024)	
$ 1,430,000	Marina View (7913 West Dr) Density Rights Transfer Fee	$ 1,430,000
$ 282,000	Marina View (7913 West Dr) Height Bonus Payment	$ 282,000
$ 35,447,431	**TOTAL**	**$ 32,620,681**

Potential Additional Funding Sources

$13,218,000	TDRs Available: 44.2 x $90,000 (nonwaterfront) = $3,978,000, PLUS 92.4 x $100,000 (waterfront) =$9,240,000 = $13,218,000 TOTAL. If ALL are waterfront, then 136.6 x $100,000 = $13,660,000

$ 48,665,431	**TOTAL POTENTIAL FUNDS**

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT AND LEASE WITH MIAMI-DADE COUNTY FOR FIRE RESCUE STATION 27 AT THE NEW VILLAGE HALL/PUBLIC SAFETY COMPLEX; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County's (the "County") former Fire Rescue Station 27 ("former Station 27") was located in North Bay Village ("Village") and leased by the Village to the County for use by the Miami-Dade Fire Rescue Department ("MDFRD") for $1.00 per year; and

WHEREAS, former Station 27 was connected to another structure owned by the Village and that structure was condemned over a decade ago due to environmental concerns; and

WHEREAS, since that time, the Village's administrative operations have been operating at 1666 Kennedy Causeway ("temporary Village Hall") and the MDFRD has been operating from temporary trailers at another location to keep the existing engineer and rescue resources available and prevent a disruption of services to the residents of the Village and surrounding areas ("temporary Station 27"); and

WHEREAS, the County and Village agree that it is necessary to build a new fire rescue station to replace former Station 27 in order to accommodate modern fire suppression and rescue apparatus, provide adequate living quarters for the firefighting personnel, and service the residents of the Village and surrounding areas ("new Station 27"); and

WHEREAS, construction of new Station 27 is critical to the proper maintenance of public safety infrastructure; and

WHEREAS, on January 29, 2008, the voters of the Village authorized the issuance of general obligation bonds to construct a Public Safety/Village Hall complex with the County, whereby the County will 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, the Village is currently working on the development of a larger municipal project to include facilities for its police department and Village Hall (the "Village Hall Complex") 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, as more fully described in the Development Agreement and Lease attached hereto as Exhibit "A" (the "Land"); and

WHEREAS, new Station 27 is to be part of and located at the Village Hall Complex, the overall cost of which is estimated $45,000,000; and

WHEREAS, collectively, the Village Hall Complex, inclusive of the new Station 27, shall be referred to throughout this Resolution as the "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, originally under the MOU, the cost for design and construction for the new Station 27 was estimated to be $4,250,000.00, was to consist of approximately 10,800 square feet, and the Village was required to complete construction within five years of the effective date of the MOU; and

WHEREAS, in addition, at the time of execution of the MOU, the Village sought to identify a private developer for the design and construction of the Village Hall Complex and to also include private, commercial uses in the overall development of the facility; and

WHEREAS, the MOU provided that once the construction of the new Station 27 was completed, the Village would lease the facility to the County for a 30-year term at a cost of $1.00 per year, along with three 30-year renewal terms; and

WHEREAS, Resolution No. R-684-20 also authorized and directed the County Mayor or County Mayor's designee to negotiate and execute agreements with the Village in accordance with the parameters and terms set forth in the MOU in an amount not to exceed $4,250,000.00 for the design and construction of new Station 27, and in an amount not to exceed $420,000.00 for any additional expenses related to the development of new Station 27, to include the lease of new Station 27 by the County for an initial term of 30 years, with an additional three 30-year renewal terms, at a rental rate of $1.00 per year; and

WHEREAS, since the adoption of Resolution No. R-684-20, the Village issued a solicitation to select a private developer with which to establish a public-private partnership for the design, build, finance, and operation of a facility on the Premises to include private commercial uses and/or residential as well as the Village Hall Complex; 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") between the County and

the Village in order to increase the size of new Station 27 to approximately 11,326 square feet, consider increasing the County's contribution to the design and construction of new Station 27, and to extend the deadlines for design, development and construction of the new Station 27 so as to have the construction substantially completed on or before October 26, 2026; and

WHEREAS, the Village Manager negotiated an increase in the MDFR contribution to $7,425,000; and

WHEREAS, on October 5, 2022, the Village issued Request for Qualifications No. 2022-005 (the "RFQ") for architectural and engineering design services (the "Services") for the Village Hall Complex Project, inclusive of new Station 27; 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 the Services for the Project in an amount not to exceed $2,300,000.00; 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, pursuant to the MOU, as amended, the County and the Village, through their respective administrations, have negotiated a Development Agreement and Lease that are attached hereto as Exhibit "A"; and

WHEREAS, the Village Commission wishes to approve the Development Agreement and Lease in substantially the form attached hereto as Exhibit "A" and authorize the Village Manager to make such material and non-material changes to the Development Agreement and Lease as may be in the Village's best interest and execute the Development Agreement and Lease, subject to the approval of 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, including the expenditure of 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 Development Agreement and Lease in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to make such material and non-material changes to the Development Agreement and Lease as may be in the Village's best interest and execute the Development Agreement and Lease, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution, the Development Agreement, and Lease, including the expenditure of budgeted funds.

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 Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

DEVELOPMENT AGREEMENT

This is a Development Agreement (this "Agreement") dated as of the _____ day of June 2024, between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), having an office and place of business at 701 NW 1st Court, 16th Floor, Miami, Florida 33136, and NORTH BAY VILLAGE, a Florida municipal corporation (the "Village" and, together with the County, the "Parties", and each a "Party") having an office and place of business at 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

RECITALS

1. The Village is the owner of the approximately 0.756-acre property located at 1335 79th Street Causeway, on which it intends to construct and operate a multiuse municipal building, including administrative offices, commission chambers, a police station, and a County-operated fire rescue station (the "Village Hall Complex"); and

2. The Village and the County entered into a Memorandum of Understanding (the "MOU") in 2020, which MOU was amended in 2022, pursuant to which the Parties have agreed that the Village shall build and incorporate into the Village Hall Complex a facility to be leased to the County for use as a County fire rescue district station (the "Fire Station," as more particularly described in the third recital below); and

3. The Fire Station will consist of approximately 12,500 square feet of ground floor space along with 8 covered parking spaces and 7 on-street parking spaces dedicated for the exclusive use of the County, and when complete, will be governed by the Fire Station 27 Lease Agreement, dated _____, 2024, a copy of which is attached hereto as Exhibit "A" (the "Lease"); and

4. The purpose of this Agreement is to set forth the terms and conditions under which the Village shall design, develop, construct and deliver the Fire Station, and the respective roles and financial contributions of the Parties in that undertaking. The entirety of the design, development, construction and delivery of the Village Hall Complex by the Village shall be referred to in this Agreement as the "Project."

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Village agree as follows:

TERMS

1. **Incorporation of Recitals.** The Recitals are true and correct, and are hereby incorporated into this Agreement.

1. **Defined Terms.** The terms set forth below, when used anywhere in this Agreement, shall be defined as follows:

(a) "Applicable Law" shall mean all present and future applicable laws, ordinances, rules, regulations, authorizations, orders, and requirements of all federal, state, county

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and municipal governments, the departments, bureaus, or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Project.

(b) "Architect" shall mean Wannemacher Jensen Architects, Inc., competitively selected by the Village to undertake the design of the Village Hall Complex, and/or any other Florida-licenses and qualified architect or engineer retained by the Village to undertake the design of the Village Hall Complex.

(c) "Board" shall mean Miami-Dade County's Board of County Commissioners.

(d) "Building Program" is attached hereto as Exhibit "B".

(e) "Business Day" shall mean any day that is not a Saturday, Sunday, or other day on which the County is officially closed for business or banks located in the County are required or authorized by law or executive order to close.

(f) "Casualty" shall mean property damage caused by (i) act of terrorism deemed a terrorism act by the County or the State of Florida, (ii) war, violent act of foreign enemy or armed conflict, (iii) insurrection, riot or civil commotion, (iv) named windstorm and any ensuing storm surge, including the direct action of wind originating from a named windstorm, (v) any other extreme weather or natural event, such as earthquake, tornado or flood, or (vi) fire or explosion. In no event shall "Casualty" include any intentional, malicious or grossly negligent act or failure to act by Village, its Architect, the Contractor, or any subcontractor, subconsultant, or employee thereof, or any other person or entity under contract with the aforementioned or under any of their direction or control.

(g) "Commencement of Construction" shall mean the date that is the later of: (i) recording of a Notice of Commencement, as required by Fla. Stat. §7131.31; and (ii) the visible start of physical work on the Village Hall Complex, including land clearing and excavation. It is preceded by having official Permits in hand, and approved bonds and insurances. The Commencement of Construction date shall be reflected in the construction baseline schedule as a milestone. The phrase "visible start of work" shall not include testing, surveying, or other due diligence activities, nor shall it include groundbreaking ceremonies, but shall instead mean significant site work such as land clearing and/or the commencement of excavation.

(h) "Construction Plans" means the architectural/engineering drawings, specifications, and other bid and permit ready plans and specifications for the design, permitting, and construction of the Village Hall Complex .

(i) "Contractor" shall mean the Florida-licensed and qualified construction contractor to undertake the construction of the Village Hall Complex.

(j) "County" shall have the meaning set forth in the preamble of this Agreement.

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(k) "County Contribution" shall mean the amount of $7,425,000.00 payable as set forth in this Agreement.

(l) "County Representative" will be the primary contact for the Village on behalf of the County in connection with this Agreement and any submissions, approvals, consents, joinders, or inquiries with respect to this Agreement and the Fire Station. The County may replace the County Representative at any time by written notice to the Village.

(m) "Design Development Documents" shall mean the drawings and specifications based upon and refining the Building Program illustrating the scope, relationship, forms, size, and appearance of the Village Hall Complex by means of plans, sections and elevations, typical construction details and equipment layouts.

(n) "Draw Request" shall be Village's request for reimbursement for work performed.

(o) "Effective Date" shall mean the date written on the first page of this Agreement, and shall be the date that this Agreement is fully executed by all Parties, including execution by the County Mayor or County Mayor's designee; such execution shall not occur until Board approval of this Agreement, which approval shall not be effective until the earlier of (i) the date the Mayor of Miami-Dade County indicates approval of such Board action, or (ii) the lapse of ten (10) days without the Mayor's veto. In the event that the County Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the County Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs.

(p) "Final Completion" shall be the date, as reasonably determined by the County, that the Village, through its Contractor: (1) completes all of the work for the Fire Station in accordance with the final, approved Construction Plans; (2) achieves the completion of all construction activities for the Project, including but not limited to, completion of all punch-list items for the Fire Station, correction of all deficiencies noted at time of Substantial Completion for the Fire Station, and completion of all required final inspections by MDFR and its consultants, and/or any other agencies having jurisdiction, close-out documents, delivery of all spares and extra materials and activation of all warranties; and (3) delivers final payment to all contractors, subcontractors, materialmen, suppliers and laborers for the work thereon, and as evidenced by the closure of all construction-related permits; provided, however, that if there is a good-faith dispute between the Village and one of its Contractors or subcontractors regarding payment, then the Village shall be deemed to have achieved Final Completion if it has satisfied all other requirements and maintains bonding or otherwise escrowing sums in dispute to the reasonable satisfaction of the County.

(q) "Force Majeure" shall mean the occurrence of any (i) act of terrorism deemed a terrorism act by the County or the State of Florida, (ii) war, violent act of foreign enemy or armed conflict, (iii) insurrection, riot or civil commotion, (iv) blockade or embargo, (v) epidemics, pandemics, quarantine or severe health alerts issued by a Governmental Authority relating thereto, (vi) named windstorm and any ensuing storm surge, including the direct action of wind originating from a named windstorm, (vii) any other extreme weather or natural event, such

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as earthquake, tornado or flood, (vii) fire or explosion, or (viii) an official or unofficial strike, lockout, go-slow, or other labor dispute.

(r) "Governmental Authority" shall mean any national, state, or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, administrative, public, or statutory instrumentality, authority, body, agency, bureau, commission, board, department or other entity or any arbitrator with authority to bind a party at law, in each case having jurisdiction over the Project.

(s) "Liens" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever, in each case, in the nature of security.

(t) "MDFR" shall mean the Miami-Dade Fire Rescue Department.

(u) "Permits" shall mean any and all development, zoning, platting, subdivision, site plan, design, plans and specifications, construction permit and other applicable permits and approvals and variances, if necessary, from all applicable Governmental Authorities pertaining to the Project.

(v) "Project Costs" means all labor, construction materials, fixtures, equipment, landscaping, and hardscaping incorporated into the work for the Project as applicable, including but not limited to locating and installing any required facilities for sewer, water, electrical, and other utilities as needed to service the Project, bonding and insurance costs for the Contractor, and all costs relating to surveyors, architects, engineers, and attorneys needed to make applications for and secure zoning and other permitting and development approvals, and any other fees and expenses directly related to the development of the Project.

(w) "Substantial Completion" shall be the stage in the progress of the construction of the construction for the Village Hall Complex has progressed to the point where, in the reasonable opinion of the County's professional staff, the work is sufficiently complete in accordance with the final, approved Construction Plans so that the Fire Station can be occupied and/or utilized for the purposes for which it is intended and where only minor, non-material, Punch List work remaining unfinished in accordance with this Agreement. Substantial Completion shall be evidenced by, at a minimum: (1) receipt of a temporary certificate of occupancy for the Village Hall Complex; (2) a commissioning or other similar test showing that all mechanical, electrical and plumbing systems of the Village Hall Complex (including but not limited to security systems and fire safety systems) have been tested and approved; and (3) the Punch List work remaining has a value that is reasonably estimated to be below $500,000.00.

(x) "Village" shall have the meaning set forth in the preamble of this Agreement.

(y) "Village Representative" will be the primary contact for the County on behalf of the Village in connection with this Agreement and any submissions, approvals, consents, joinders, or inquiries with respect to this Agreement and the Project. The Village may replace the Village Representative at any time following written notice to the County.

2. **Description of the Project**. The Village shall or shall cause the Fire Station to be designed, engineered, permitted, and constructed within the Village Hall Complex in accordance with the terms and conditions set forth in this Agreement. The Project shall specifically consist of each of the items set forth and provided for in the Building Program attached hereto as Exhibit "B".

Parking. In addition to the elements in the Building Program, the Village shall design, engineer, permit, construct and provide the County with no less than 8 parking spaces being constructed within the Village Hall Complex which shall be designated and reserved for the exclusive use of the Fire Station and the County, as well as 7 on-street parking spaces designated and reserved for the exclusive use of the Fire Station and the County in the locations shown in the attached Exhibit "C.".

2.1 Generator. The Village Hall Complex shall include one (1) standby generator, which shall provide emergency power to the Village Hall Complex.

3. **Project Phases**.

3.1 Generally. The Village shall be responsible for seeking and obtaining any and all approvals and Permits necessary to undertake the Project, including but not limited to:

3.1.1 all plat approvals, temporary plats, and waivers of plat, as applicable,

3.1.2 all re-zoning or zoning variances necessary to develop the Project,

3.1.3 all approvals needed from governmental and regulatory agencies, including but not limited to, Miami-Dade Water and Sewer Department, MDFR in its regulatory capacity, and the Regulatory and Economic Resources Department ("**RER**") Division of Environmental Resources Management,

3.1.4 building permits,

3.1.5 all maintenance of traffic plans, permits and approvals needed to do work on the Project, and any road, alley, and/or public right of way closures,

3.1.6 all temporary construction easements or licenses for staging or otherwise from any third parties necessary to effectuate the construction of the Project, and

3.1.7 relocation or connections of utilities and utility easements.

3.2 In connection with the proposed Project, the County agrees, through its County Mayor, or County Mayor's designee, reasonably cooperate with the Village, and to execute any documents that may be reasonably requested by the Village to accomplish the development of the Project. However, any and all costs and/or expenses associated with securing approval for any such applications for the Project shall be the sole and absolute responsibility of the Village (subject to the County's funding obligations set forth in Section 5 of this Agreement).

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3.3 Design Phase. The Village has selected the Architect to design and engineer the Village Hall Complex. Under the terms of the agreement with the Architect, the Architect is obligated to provide the Village with a full set of Construction Documents and to deliver to the Village progress Design Development Documents at thirty percent (30%) completion, sixty percent (60%) completion and one hundred percent (100%) of completion. The Village is responsible to ensure that the Architect and any other subconsultants act and provide services for the Project in a diligent, competent, and professional manner all in accordance with the provisions of this Agreement, which includes consultation with and approval by the County, as set forth herein. In undertaking the development, design, and permitting of the Project, Village shall cause its Architect to comply with, all Applicable Laws.

(z) The 30%, 60% and 100% Design Development Documents shall be consistent with the Building Program and, with respect to the 60% and 100% Design Development Documents, shall be consistent with the 30% and 60% Design Development Documents, respectively, previously approved by the County. 30%, 60% and 100% Design Development Documents shall include and show, without limitation, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, if applicable, locations of ingress and egress to and from the Fire Station, curbs, gutters, parkways, lighting, mechanical systems, plumbing systems, HVAC, electrical systems, doorways/entryways for vehicles, design and locations for outdoor signs, landscaping, and structures all sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of construction. For each submittal of documents required herein, Village shall submit two (2) sets of prints to the County, with the date noted on each print, along with two CADD / Revit / any applicable electronic files CDs with such drawings.

3.3.1 At each stage of completion, the Village shall provide the County with a copy of the Design Development Documents. At each stage, the County shall have the right to review, comment and request changes to the Design Development Documents, but only those portions that relate to the Fire Station and associated parking. In each instance that the County reviews the Design Development Documents as provided hereunder, it shall have up to fifteen (15) days to complete such review and provide a complete set of comments and proposed revisions to the Village. In the event the County provides no comments within the fifteen (15) day period, the Design Development Documents will be deemed approved as submitted by the Village. The County shall not be unreasonable in exercising its approval and comment rights hereunder. Village shall exercise reasonable diligence in resolving any objections by the County to the 50% completed Construction Plans and thereafter submit the revised 50% completed Construction Plans to the County.

3.3.2 The Village shall exercise reasonable diligence in resolving any objections by the County and shall act reasonably to cause the Architect to incorporate all of the County's comments and revisions consistent with the terms of this Agreement and to resubmit the corrected Design Development Documents to the County. Notwithstanding anything to the contrary contained in this Agreement, the Village shall have no obligation to incorporate the County's comments and revisions to the extent they would result in a material increase in construction costs of the Project, unless: (a) the County's comments and revisions are required to comply with the Building Program or previously approved Design Development Documents; (b) the County's comments are required to comply with Applicable Law; (c) the functionality, safety

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or utility of the Fire Station would be materially and adversely affected if the County's comments and revisions are not addressed; or (d) the County agrees to reimburse the Village for such increased cost and the Parties agree, in writing, on revising the funding schedule contained in Section 4.1.2.

3.3.3 The final, 100% completed Design Development Documents shall, in addition to the requirements set forth in subsection 3.3.1 above, include and show, all elements, structures, and systems of the Project sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of construction. The 100% completed Design Development Documents shall be in a final condition such that they are ready to be submitted for permitting approval. When the final 100% completed Design Development Documents are complete and approved by the County, these shall be deemed the Construction Plans and Village shall deliver to the County three (3) sets of the Construction Plans, including one Mylar set or CADD file and specifications and working drawings for the Project, which are signed and sealed by the Architect. In the event any change is proposed to the Construction Plans, other than minor revisions to the Project, then Village must submit the proposed changes to the Construction Plans for the County's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed and the County shall have fifteen (15) days following receipt from Village to review and approve and/or provide comments to the proposed changes to the Construction Plans.

3.4 Permitting and Construction Phase .

3.4.1 Upon completion of the Construction Plans, the Village shall apply for and obtain all required governmental Permits for the construction of the Project, including a building permit from the Village's Building Department. The Village shall hire an experienced licensed general contractor as the Contractor for the Village Hall Complex, and subcontractors to perform all the work in accordance with the Construction Plans and the Permits. The Contractor shall provide a performance and payment bond(s) for the Project that complies with all requirements of Applicable Law, including but not limited to, section 255.05, Florida Statutes and which shall name the County as an additional insured and beneficiary and oblige thereof. The contract with the Contractor shall be consistent with the terms of this Agreement and shall include, at a minimum, the following provisions:

(i) Require that the County be specifically identified as a third-party beneficiary in the contract with the Contractor;

(ii) Indemnity and insurance provisions whereby the Contractor shall indemnify and hold harmless the County to the same extent as it does with respect to the Village;

(iii) Provisions requiring the Contractor to provide, maintain, and submit monthly updated schedules in an electronic schedule in the critical path methodology ("CPM") format in a format as designated in the technical specifications (e.g., Microsoft Project, Primavera, etc.);

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(iv) Provisions requiring that the Contractor provide the County, promptly upon the County's request, any books, records, schedules, or documents relating to the Project that are sought by the County;

(v) Provisions prohibiting the Contractor and all of its subcontractors from discriminating against any employee or applicant for employment in the performance of the work for the Project with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicap except when based on bona fide occupational qualifications; or because of marital status, race, color, religion, national origin or ancestry;

(vi) Provisions requiring the Contractor to warrant its work; and

3.4.2 Requirements that the Contractor comply with all Applicable Laws. The Village shall secure builders risk insurance on the Project and an endorsement or rider listing the County as an additional insured.

3.4.3 Any approval by the County to changes to the final Construction Plans in accordance with subsection 3.3.3 above shall be given solely in the County's proprietary capacity and shall not be deemed as a substitute for approval from any governmental agency which issues Permits and whose approval of modifications is required.

3.4.4 The Village shall be responsible for managing, directing, supervising, coordinating, and controlling the planning, design, permitting, and construction of the Project in accordance with this Agreement. The Village shall be responsible for the selection, oversight, and management of the Contractor(s) necessary to construct and manage the construction of the Project and that the Contractor acts and provide services for the construction of the Project in a diligent, competent, and professional manner all in accordance with the provisions of this Agreement, including any consultation with and approval by County, as may be required elsewhere in this Agreement. In undertaking the development and construction of the Project, the Village shall comply, and shall cause its Contractor to comply with, all Applicable Laws. In order to fulfill these obligations, the Village may contract for the management of the construction of the Project, under the supervision of an individual or firm with experience in the management of governmental buildings and projects.

3.4.5 Sustainability Requirements. The Village shall comply with the County's Sustainable Buildings codified in section 9-71, et al. and Implementing Order 8-8 ("**Sustainable Buildings Program**") with respect to the design and construction of the Fire Station and associated parking. The primary mechanism for determining compliance with the Sustainable Building Program shall be in the Florida Green Building Coalition (FGBC), U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System for buildings or the Institute for Sustainable Infrastructure's Envision Rating System for infrastructure projects. For LEED and Envision, the most recent versions of such rating systems shall be utilized, as adopted, respectively, by the Florida Green Building Coalition, United States Green Building Council and the Institute for Sustainable Infrastructure. For FGBC, LEED Rating System and Envision Rating System, the minimum rating system standard for all categories of construction shall be LEED Silver and Silver, respectively. Village shall and shall require Contractor to

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consider the implications of sea level rise on the Project and the potential impacts of storm surge should be considered and exposure mitigated, if applicable.

3.4.6 A Capital Project Manager (the "CPM") who is the same or different than the County Representative may be assigned by the County to the Project. The CPM may monitor compliance with the terms and conditions of this Agreement and the Construction Plans and perform periodic site visits and reviews to monitor compliance with the Construction Plans and progress of work. The Village shall allow participation of the CPM to all of the progress meetings, construction meetings, and site visits related to the Project.

4. **Development Schedule**.

4.1 Subject to the occurrence of Force Majeure events, the Village shall, in the development of the Project, meet the following deadlines:

4.1.1 The Village shall achieve Commencement of Construction by August 30, 2025.

4.1.2 The Village shall achieve Substantial Completion of the Project, including the Fire Station by October 30, 2027. Substantially complete means that a County can occupy and use the Project for its intended purpose with only minor, non-material, punch list work remaining unfinished ("Substantial Completion").

4.1.3 The Village shall achieve Final Completion of the Project, including the Fire Station, within ninety (90) days of the date of Substantial Completion.

5. **Funding**. The Village has estimated that the full cost of the design, engineering, permitting, construction (including the interior buildout) and all other development costs of: (a) the Project shall be $45,000,000 ("Total Project Cost"); and (b) the Fire Station portion of the Village Hall Complex shall be $12,000,000.00 ("Total Station Cost"). The County has agreed to contribute $7,425,000.00 (the "County Funds") of the Total Station Cost and the Village has agreed to contribute and pay for all other costs associated with the design, engineering, permitting, construction and development of the Project . If the total design and construction cost for the Project exceeds the Total Station Cost, the Village shall be responsible for all cost overruns and for identifying, securing, and paying for all costs above and beyond the County Funds, including all costs and funds in excess of the Total Station Cost. The County Funds shall only be used for the capital improvements needed for the Fire Station and for no other purposes whatsoever.

5.1 As of the Effective Date, the Village and the County understand and acknowledge that the Village has not identified nor secured the funds necessary to pay for the Total Project Cost. Accordingly, and notwithstanding anything in this Agreement to the contrary, the County shall have no obligation to make any payments to the Village unless and until the Village has provided the County with evidence reasonably acceptable to the County that it has secured all funds necessary to fund the Total Project Cost (except for the County Funds which shall be provided by the County). The Village acknowledges and agrees that it shall be required to identify and secure the funds necessary for the Total Project Cost before the selection of and execution of a contract with the Contractor for the Village Hall Complex.

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5.2 Upon satisfaction by the Village of the conditions precedent to the County's funding obligations set forth in subsection 5.1 above, the County has agreed to make payment to the Village in four (4) separate installments following completion by the Village of four (4) milestones as follows:

5.2.1 Upon Commencement of Construction, the amount of $2,000,000.00;

5.2.2 Upon receipt of certification from the Architect that, in the Architect's professional judgment, construction of the Project has achieved 50% completion, the amount of $2,425,000.00;

5.2.3 Upon Substantial Completion of the Project, the amount of $2,000,000.00; and

5.2.4 Upon Final Completion of the Project, the amount of $1,000,000.00.

5.3 Upon completion of each of the milestones set forth in subsection 5.2 above, the Village shall submit a Draw Request to the County along with supporting documentation to evidence that each of the applicable milestones have been achieved. Unless the County requests additional information or objects to the Draw Request, in each case in writing, the County shall make payment to the Village via wire transfer pursuant to the written wire transfer instructions provided by the Village to the County within 30 days of the County's receipt of the Village's Draw Request.

6. **Continuation of Services.** The Village understands and acknowledges that: (a) the County Funds are a significant contribution and commitment of the County, and specifically of the Miami-Dade Fire Rescue District, to invest in capital infrastructure within the boundaries of the Village for public safety purposes; (b) the County has made this investment with the understanding and expectation that the Village will remain part of the Miami-Dade Fire and Rescue District; and (c) if the Village elects to withdraw from the Miami-Dade Fire Rescue District, the County will require repayment of its investment in the Fire Station in accordance with the schedule set forth and attached as Exhibit D. Payment shall be due and owing to the County within 30 days of such election and in the amount due and owing for the applicable year.

7. **Breach; Events of Default**.

7.1 Each of the following events shall constitute events of default of the Village hereunder (collectively, the "Village Events of Default"):

7.1.1 If the Village fails to achieve Substantial Completion of the Project on or before the project schedule deadline set forth in Section 4.1 above; and

7.1.2 a material breach by the Village of its obligations under this Agreement to the extent the Village fails to cure such breach within thirty (30) days of receipt of notice from the County in respect thereof; provided that, to the extent such breach is not capable of being cured within such thirty (30)-day period, the Village shall have such longer period (but no more than ninety (90) additional days) to cure such breach provided the Village commences

the cure of the beach within the initial 30 day cure period and thereafter diligently pursues same to completion; and

7.1.3 use by the Village of any part of the County Funds for costs and expenses not permitted under this Agreement, unless such funds are returned to the County within five (5) Business Days following receipt of notice from the County in respect thereof.

7.2 Each of the following events shall constitute events of default of the County hereunder (collectively, the "County Events of Default"):

7.2.1 a material breach by the County of its obligations under this Agreement to the extent the County fails to cure such breach within sixty (60) days of receipt of notice from the Village in respect thereof; provided that, to the extent such breach is not capable of being cured within such sixty (60)-day period, the County shall have such longer period (but no more than ninety (90) additional days) to cure such breach; and

7.2.2 a failure by the County to release a payment of the County Funds pursuant to Section 4.1.2 to the extent the County fails to make the payment in question in a timely manner as set forth in Section 5 above.

8. **Termination**.

8.1 This Agreement may be terminated by the County upon the occurrence and during the continuance for more than 180 days of a Village Event of Default.

8.2 This Agreement may be terminated by the Village upon the occurrence and during the continuance for more than 180 days of a County Event of Default.

9. **Remedies**. Subject to the limitations of liability otherwise expressly set forth in this Agreement, upon the occurrence and during the continuance of a County Event of Default or a Village Event of Default, the County or the Village, as applicable, shall have all rights at law and equity, including a demand for specific performance, to address any material breach of this Agreement; provided, however, that for a Village Event of Default under subsection 6.1.1. of this Agreement, the Village shall be liable to the County in the amount of $7,500.00 per month or any part thereof beyond the scheduled date for Substantial Completion that the Village requires to achieve Substantial Completion for the Project ("Liquidated Damages") and the County may deduct such Liquidated Damages from any future payments owing to the Village. The parties understand and agree that in the event the Village fails to timey achieve Substantial Completion, the damages to the County are substantial and difficult to measure and quantify and that the measure of Liquidated Damages is the parties' reasonable estimation of the injury to the County resulting therefrom and not a penalty. Notwithstanding and prevailing over the foregoing, nothing in this Agreement shall prevent either party from seeking relief on an emergency or temporary basis from a court of competent jurisdiction to the extent that a breach by another party of this Agreement causes an immediate threat to the life and safety of the public or an immediate and significant threat or risk of loss to property.

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10. **Representations and Warranties**.

10.1 The County hereby represents and warrants to the Village that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the parties signing this Agreement on behalf of the County have the authority to bind the County and to enter into this transaction, and the County has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement. This Agreement has been duly authorized, executed and delivered by all necessary action of the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

10.2 The Village hereby represents and warrants to the County that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the parties signing this Agreement on behalf of the Village have the authority to bind the Village and to enter into this transaction, and the Village has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement. This Agreement has been duly authorized, executed and delivered by all necessary action of the Village and constitutes a legal, valid and binding obligation of the Village, enforceable against the Village in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

11. **Miscellaneous**.

11.1 Notices. All notices, demands or requests to the County or to the Village, as applicable, shall be deemed to have been properly served or given, if addressed to:

Village:

North Bay Village,
Attn: Dr. Ralph Rosado, AICP, Village Manager
1666 Kennedy Causeway
3rd Floor
North Bay Village, FL 33141
Email: rrosado@nbvillage.com

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
Email: hsera@wsh-law.com

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And to such other address and to the attention of such other party as the Village may, from time to time, designate by written notice to the County. If the Village at any time during the term hereof changes its office address as herein stated, the Village will promptly give notice of same in writing to the County.

County:

111 NW 1st Street, 29th Floor
Miami, Florida 33128,
Attention: County Mayor
Email: _____

with a copy to:

111 NW 1st Street, Suite 2810
Miami, Florida 33128
Attention: County Attorney
Email: _____

And to such other addresses and to the attention of such other parties as the County may, from time to time, designate by written notice to the Village. If the County at any time during the term hereof changes its office address as herein stated, the County will promptly give notice of same in writing to the Village.

All notices, demands or requests shall be sent by: (i) United States registered or certified mail, return receipt requested, (ii) hand delivery, (iii) nationally recognized overnight courier, or (iv) electronic transmission, provided the transmission is electronically confirmed and the original of the Notice is sent by one of the foregoing means of transmitting Notice within twenty-four (24) hours of the electronic transmission. All postage or other charges incurred for transmitting the aforementioned shall be paid by the party sending same and shall be deemed served or given on the earlier of: (x) the date received, (y) the date delivery of such notice, demand or request was refused or unclaimed, or (z) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address.

11.2 Unavoidable Delays. In the event that either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of (i) a Force Majeure event, or (ii) a breach by another Party of any of its obligations under this Agreement, then such delay in the performance of such act shall be excused with performance extended for a period equivalent to the period of such delay; provided, however, that in no event shall the date of Substantial Completion extend beyond October 30, 2027.

11.3 **Indemnification**. The Village shall (subject to the limitations of section 768.28, Florida Statutes) cause its Contractor to indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorney's fees and cost of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of

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actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Village's, the Contractor's or its employees, agents, servants, partners, principals or subcontractors negligence, gross negligence, willful misconduct or illegal misconduct. The Village shall or shall require its Contractor, as applicable, to pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County where applicable, including appellate proceedings and shall pay all costs, judgements and attorney's fees which may issue thereon. Village expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided and shall inform Contractor of such in writing. The Village and Contractor shall have no obligation to indemnify County for any liability, losses or damages to the extent such liability, losses or damages are solely the result of the County's negligence, gross negligence, or willful misconduct.

12. **Insurance**. Prior to the Commencement of Construction, the Village shall cause its Contractor to furnish to **Miami Dade County** Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.

- Commercial General Liability Insurance in an amount not less than $10,000,000 per occurrence, and $10,000,000 in the aggregate, not to exclude Explosion Collapse and Underground Hazards and Products & Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- Automobile Liability Insurance covering all owned, non-owned and hired vehicles , in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

- Excess/Umbrella Liability may be used to supplement minimum liability coverage requirements. Follow form basis is required if providing Excess Liability.

Design & Construction Phase

In addition to the insurance required above, the Village shall cause its Contractors to provide **Miami Dade County**, Certificate(s) of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Professional Liability or Errors & Omissions insurance in the name of the licensed professional lead Design Firm and/or licensed professional lead Construction Firm providing architectural and/or engineering, project design, construction supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required by the Project in an amount not less than $2,000,000 per claim. For licensed professionals subcontracted by the lead Design Firm and/or lead Construction Firm providing architectural and/or engineering, project design, construction supervision, administration, surveying, testing, engineering and

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any other related professional qualifications or functions required by the project, coverage shall not be less than $1,000,000 per claim.

- If any required insurance purchased by the Village, contractor, subcontractor, and Licensed Design Professional has been issued on a 'claims made' basis, the purchaser of such claims made coverage must have an extended reporting or discovery "tail" period of not less than ten years after the project completion date and shall have a retroactive date to the date of first design. A practice program that annually renews for ten years will meet this requirement.

- Builders' Risk Builders' Risk Insurance on an "all risk" basis not to exclude Windstorm & Hail including named Storm and Flood in an amount not less than one hundred (100%) percent of the insurable value of the Fire Station. Coverage shall remain in place until final completion of construction as evidenced by the issuance of a Certificate of Completion. The policy shall be in the name of the Village, Miami Dade County, and the Contractor. This insurance is to be maintained until final completion of the Project (as evidenced by the issuance of a Certificate of Completion) has been confirmed by Miami Dade County.

- Pollution Liability insurance, in an amount not less than $1,000,000 per occurrence, $2,000,000 in the aggregate covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "Class **VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 NW 1st STREET, SUITE 2340
MIAMI, FL 33128

The insurance requirements above may be satisfied through a combination of primary and excess insurance.

NOTE: The Risk Management Division ("RMD") of Miami-Dade County Internal Services Department (or any successor department) reserves the right, upon

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reasonable notice, to examine or request the policies of insurance (including but not limited to binders, amendments, exclusions, or riders, etc.) Miami-Dade County reserves the right to reasonably amend insurance requirements throughout the duration of this Agreement. Village shall submit bonds and insurances for review and approval no later than thirty (30) calendar days before expected Commencement of Construction date. Mobilization shall not take place until such approvals have been issued by RMD.

If, in connection with the future renewal of any insurance which the Village is required to maintain or procure hereunder, any insurance term is either not available to the Village in the North American insurance market or is subject to an insurance premium that is not commercially reasonable in light of the coverage provided, the Village shall notify the County and shall thereafter procure available and commercially reasonable insurance that reasonably covers the relevant risk, if any.

The insurance company must be rated no less than "A-"as to management, and no less than "Class VII" as to strength, by A.M. Best Company, Oldwick, New Jersey

or

The insurance company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 NW 1st STREET SUITE 2340
MIAMI FL 33128

13. **Right to Inspect and Receive Information**. The County shall be given an opportunity to inspect the construction work and materials and to review construction documents as reasonably necessary to verify that the work and materials are in general conformance with the Construction Plans. The County shall receive in writing from the Village and its Contractor on a regular basis, and no less than semi-monthly, information regarding the progress of the Project through each design phase and the construction of the Project. During construction, the County shall receive advance notice of and have the right to attend all scheduled construction meetings, and the right to inspect the reject at all reasonable times, subject to reasonable restrictions imposed by the Village or Contractor. The Village shall require its Contractor to make itself reasonably available to the County throughout the duration of the construction work in order to keep the County reasonably informed. Any rights that the County has under this section shall not be the basis for any liability to accrue to the County from the Village, its Contractor or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation.

14. **Inspector General Reviews/Audit & Compliance**.

14.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an

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Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Subject to all Applicable Laws, upon written notice from the County, Village shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of Village in connection with, and as and when provided under, this Agreement.

14.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the County Code, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Public Health Trust contracts, transactions, accounts, records, and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs, all at no cost or expense to Village. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Miami-Dade County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the Agreement. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Village, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Village, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Agreement and to detect fraud and corruption. Subject to all Applicable Laws and the terms and conditions herein, upon written notice to Village from the Inspector General or IPSIG retained by the Inspector General, Village shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Village. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Village, copy all such documents and records in the Village's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Agreements from and which successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records. Village shall include the requirements of the Inspector General in its contract with the Contractor.

15. **Florida Public Records Act.** As it relates to this Agreement, pursuant to Section 119.0701 of the Florida Statutes:

(a) Village understands, agrees, and acknowledges that this Agreement and Village's operations thereunder are subject to the provisions of Chapter 119 of the Florida Statutes commonly referred to as "Florida's Public Records Laws".

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(b) For purposes of this section, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

(c) IF THE VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VILLAGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

David Livingstone – Public Records Custodian
275 NW 2nd Street
Suite 555
Miami, FL 33128
DCL@miamidade.gov
305-755-7824

(d) Village is required to keep and maintain public records required to perform under this Agreement and, upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by applicable law.

(e) Village shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized or required by law for the duration of the Agreement term and following completion of the Agreement if the Village does not transfer the records to the County.

(f) Upon completion of the Agreement, Village shall transfer, at no cost, to the County all public records in possession of the Village or keep and maintain public records required by the County to perform the service. If the Village transfers all public records to the County upon completion of the Agreement, the Village shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Village keeps and maintains public records upon completion of the Agreement, the Village shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(g) If the County does not possess public records responsive to a request to inspect or copy public records relating to this Agreement, the County shall immediately notify the Village of the request, and the contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(h) If Village does not comply with a request for records, it shall be a material breach of this Agreement and the County shall have the right to the remedies set forth in Section

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8 of this Agreement. In addition, if Villages fails to provide the public records within a reasonable time may be subject to penalties under s. 119.10.

(i) Village's obligations under this section of the Agreement shall survive the termination of this Agreement. Village shall include the requirements of the Inspector General in its contract with the Contractor.

16. **Parties' Rights as Sovereign**. The Parties retains all of their sovereign prerogatives and rights as a county under State of Florida and local law with respect to the planning, design, construction, development and operation of the Project. It is expressly understood that, notwithstanding any provisions of this Agreement and the Parties' status hereunder:

16.1.1 The Parties retain all of their sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) under State of Florida and local law, and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project, or the operation thereof, or be liable for the same;

16.1.2 The Parties shall not, by virtue of this Agreement, be obligated to grant any approvals of application for building, zoning, planning, development or otherwise under present or future Applicable Laws of whatever nature applicable to the planning, design, construction, development and/or operation of the Project; and

16.1.3 Notwithstanding any provision hereof to the contrary, any County or Village covenant or obligation that may be contained in this Agreement shall not bind the Board, the Village Commission, the County's Regulatory and Economic Resources Department, the Division of Environmental Resources Management, or any other County, city, federal or state department or authority, committee or agency (i.e. any Governmental Authority) to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withhold, or revoked in the discretion of the County or other applicable Governmental Authority in the exercise of its/their police power(s).

17. **Miscellaneous**.

17.1 Severability. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

17.2 Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

17.3 Relationship of Parties. This Agreement does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any

association between the Parties, the sole relationship between the Parties being that of Parties to this Agreement.

17.4 Interpretation. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement, which has been drafted by counsel for both the Parties.

17.5 Consents. Whenever in this Agreement the consent or approval of the County or the Village is required, such consent or approval:

17.5.1 in the case of the County, shall be made by a County representative on behalf of the County;

17.5.2 shall not be unreasonably or arbitrarily withheld, conditioned, or delayed unless specifically provided to the contrary in this Agreement, and shall not require a fee from the Party requesting same;

17.5.3 shall not require the expenditure of funds by the Party from whom a consent or approval is sought, unless specifically provided to the contrary in this Agreement;

17.5.4 shall not be effective unless it is in writing; and

17.5.5 shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Village or the County, as applicable, of the obligation of obtaining the other's prior written consent or approval to any future similar act or transaction.

17.6 Amendments. All substantive amendments to this Agreement shall require the prior consent of the Board and the North Bay Village Commission (the "Village Commission") and shall not be effective until the consent of each of those entities is obtained, and any amendments shall only be effective thereafter if reduced to writing and executed with the same formality as this Agreement. The Board hereby delegates approval rights for any non-substantive amendments to the County Mayor. The Village Commission hereby delegates approval rights for any non-substantive amendments to the Village Manager.

17.7 Entire Agreement. This Agreement and exhibits attached were approved by the BCC of Miami-Dade County, Florida and the Village Commission and, together with the Lease, contains the entire agreement with respect to the construction of the Project between the Parties hereto and supersedes all prior agreements, whether written or oral.

17.8 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the County, its successors and assigns, and the Village, its successors and assigns, except as may be otherwise provided herein. Any Village assignment shall be subject to the prior approval of the County Mayor. Any County assignment shall be subject to the prior approval of the Village Manager.

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17.9 Governing Law and Venue. This Agreement shall be governed by the laws in the State of Florida and venue for any legal proceeding shall be in Miami-Dade County, Florida. In the event of litigation or other dispute, each Party shall bear its own attorneys' fees and costs.

17.10 Cooperation. The Parties agree to cooperate with each other to the fullest extent practicable pursuant to the terms and conditions of this Agreement. The Parties agree that time is of the essence in all aspects of their respective and mutual responsibilities pursuant to this Agreement.

17.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

17.12 Compliance by the Parties. Throughout the Term, the Parties, at their own cost and expense, shall promptly comply with all Applicable Laws. To the extent that the Village's compliance shall require the cooperation and participation of the County, the County agrees to use its best efforts to cooperate and participate.

17.13 Conflicts. The event of a direct conflict between the terms and conditions of this Agreement and any other agreement between the Parties related to the Project, the terms and conditions of this Agreement shall prevail.

17.14 Limitation on Liability. Neither Party shall be liable to the other Party for any incidental or consequential loss or damage whatsoever, including lost profits, arising from the rights of such Party hereunder.

17.15 Binding Effect. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns. Further, all terms and provisions of this Agreement and all rights, privileges, benefits and burdens created hereunder are covenants running with the lands described herein, binding upon and inuring to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns.

17.16 Effective Date. The effective date of this Agreement shall mean the date written on the first page of this Agreement, and shall be the date that this Agreement is fully executed by all Parties including execution by the County Mayor or County Mayor's designee; such execution shall not occur until BCC approval of this Agreement, which approval shall not be effective until the earlier of (i) the date the Mayor of Miami-Dade County indicates approval of such BCC action, or (ii) the lapse of ten (10) days without the Mayor's veto. In the event that the County Mayor vetoes the BCC approval, the BCC approval shall not be effective in the absence of an override of the County Mayor's veto that shall be at the next regularly scheduled meeting of the BCC after the veto occurs.

[SIGNATURES ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its name by the County Mayor or Deputy Mayor; as authorized by the BCC, and the Village has caused this Agreement to be executed by its respective duly authorized representative all on the day and year first written above.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Name:
Title:

MIAMI-DADE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Name:
MAYOR or DEPUTY MAYOR

_____
Approved by County Attorney as to form and legal sufficiency

Print Name:_____

[SIGNATURES CONTINUE ON NEXT PAGE]

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VILLAGE:

North Bay Village, a Florida municipal corporation

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager
Pursuant to Resolution No. 2024-_____

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

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EXHIBIT A

LEASE

EXHIBIT B

BUILDING PROGRAM

EXHIBIT C

FIRE STATION PARKING

EXHIBIT D
PAYMENT SCHEDULE

If Village elects to leave the Miami-Dade Fire District at any time prior to Final Completion of the Fire Station, then it shall repay the County the full amount of County Funds paid or contributed up to the date of the Village's election to leave the District plus 6% interest compounding from the date the payment was made until the date of payment. If the Village elects to leave the Miami-Dade Fire District at any time following Final Completion of the Fire Station, then the amounts due and owing to the County shall be as follows:

After Final Completion but prior to expiration of Year 1 following Final Completion	$8,595,365.63
After Year 1 but prior to expiration of Year 2 following Final Completion	$8,542,124.78
After Year 2 but prior to expiration of Year 3 following Final Completion	$8,485,600.14
After Year 3 but prior to expiration of Year 4 following Final Completion	$8,425,589.19
After Year 4 but prior to expiration of Year 5 following Final Completion	$8,361,876.90
After Year 5 but prior to expiration of Year 6 following Final Completion	$8,294,234.97
After Year 6 but prior to expiration of Year 7 following Final Completion	$8,222,421.03
After Year 7 but prior to expiration of Year 8 following Final Completion	$8,146,177.77
After Year 8 but prior to expiration of Year 9 following Final Completion	$8,065,231.99
After Year 9 but prior to expiration of Year 10 following Final Completion	$7,979,293.66
After Year10 but prior to expiration of Year 11 following Final Completion	$7,888,054.83
After Year 11 but prior to expiration of Year 12 following Final Completion	$7,791,188.59
After Year 12 but prior to expiration of Year 13 following Final Completion	$7,688,347.86
After Year 13 but prior to expiration of Year 14 following Final Completion	$7,579,164.13
After Year 14 but prior to expiration of Year 15 following Final Completion	$7,463,246.19
After Year 15 but prior to expiration of Year 16 following Final Completion	$7,340,178.69

After Year 16 but prior to expiration of Year 17 following Final Completion	$7,209,520.65
After Year 17 but prior to expiration of Year 18 following Final Completion	$7,070,803.91
After Year 18 but prior to expiration of Year 19 following Final Completion	$6,923,531.42
After Year 19 but prior to expiration of Year 20 following Final Completion	$6,767,175.49
After Year 20 but prior to expiration of Year 21 following Final Completion	$6,601,175.87
After Year 21 but prior to expiration of Year 22 following Final Completion	$6,424,937.75
After Year 22 but prior to expiration of Year 23 following Final Completion	$6,237,829.66
After Year 23 but prior to expiration of Year 24 following Final Completion	$6,039,181.14
After Year 24 but prior to expiration of Year 25 following Final Completion	$5,828,280.42
After Year 25 but prior to expiration of Year 26 following Final Completion	$5,604,371.81
After Year 26 but prior to expiration of Year 27 following Final Completion	$5,366,653.00
After Year 27 but prior to expiration of Year 28 following Final Completion	$5,114,272.21
After Year 28 but prior to expiration of Year 29 following Final Completion	$4,846,325.13
After Year 29 but prior to expiration of Year 30 following Final Completion	$4,561,851.66
After Year 30 but prior to expiration of Year 31 following Final Completion	$4,259,832.49
After Year 31 but prior to expiration of Year 32 following Final Completion	$3,939,185.44
After Year 32 but prior to expiration of Year 33 following Final Completion	$3,598,761.58
After Year 33 but prior to expiration of Year 34 following Final Completion	$3,237,341.12
After Year 34 but prior to expiration of Year 35 following Final Completion	$2,853,629.04
After Year 35 but prior to expiration of Year 36 following Final Completion	$2,446,250.44

After Year 36 but prior to expiration of Year 37 following Final Completion	$2,013,745.61
After Year 37 but prior to expiration of Year 38 following Final Completion	$1,554,564.83
After Year 38 but prior to expiration of Year 39 following Final Completion	$1,067,062.79
After Year 39 but prior to expiration of Year 40 following Final Completion	$549,492.69
After Year 40 but prior to expiration of Year 41 following Final Completion	$0.00

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is being entered into and made effective this ____ day of _____, 20___ ("Effective Date"), between North Bay Village, a Florida municipal corporation ("Landlord"), and Miami-Dade County, a political subdivision of the State of Florida ("Tenant"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the real property consisting of an approximately 12,500 square feet ground-floor fire station and associated parking, located at 1335 79th Street Causeway (Folio No.: _____), as shown on the attached Exhibit A ("Premises"), for the initial term of ninety (90) years, so long as the Tenant, at all times, remains in compliance with this Lease.

PART I
BASIC LEASE PROVISIONS

The following sets forth basic data hereinafter referred to in this Lease, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	Miami-Dade County, a political subdivision of the State of Florida
B. LANDLORD:	North Bay Village, a Florida municipal corporation
C. CITY	North Bay Village
D. PRESENT NOTICES, RENT PAYMENTS AND MAILING ADDRESS OF LANDLORD:	1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141
E. PREMISES, ADDRESS, SQUARE FOOTAGE AND FOLIO NUMBER:	Address: 1335 79th Street Causeway Folio Number: _____ (see Exhibit "A") Premises consist of approximately 12,500 square foot, ground floor fire station and associated parking
F. PARKING	15 reserved and dedicated parking spaces, eight (8) of which shall be covered parking spaces located within or immediately adjacent to the Village Hall Complex housing the fire station and seven (7) of which shall be located as on-street parking along the West Drive immediately across from the premises as depicted on Exhibit "B"
G. MAILING ADDRESS OF TENANT:	9300 NW 41st Street, Miami, FL 33178
H. INITIAL TERM:	The initial term of this Lease is for ninety (90) years
I. EFFECTIVE DATE:	The "Effective Date" shall be on the first day of the month following Substantial Completion of the fire station and shall expire ninety (90) years thereafter (the "Expiration Date").
J. ANNUAL BASE RENT:	The annual base rent ("Annual Rent") shall be $1.00 for each of the ninety (90) years of this Lease.
K. PREMISES EXPENSES:	The Tenant is responsible for the following costs and expenses associated with the Premises: electricity provided it is separately metered and any other utilities that are separately metered, security, internet, phone, janitorial, pest control, and all maintenance and repairs of interior features and elements of the fire station.
L. SECURITY DEPOSIT:	None

This Lease consists of the foregoing introductory paragraphs, constituting the Basic Lease Provisions (consisting of paragraphs A through L), along with Exhibit A and Exhibit B, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

The Landlord and Tenant acknowledge and agree that in addition to this Lease, there is a Development Agreement dated ___ day of _____, 2024 that also governs the relationship of the parties with respect to the development of the Premises. This Lease shall be interpreted consistently with the terms and conditions of the Development Agreement and all capitalized terms contained herein which are not otherwise defined herein shall have the same definition set forth in the Development Agreement.

STANDARD LEASE PROVISIONS

PART II
TERMS AND CONDITIONS

SECTION 1. DESCRIPTION OF PREMISES: The Landlord recently completed construction of a Village Hall Complex. Landlord hereby leases to Tenant, and the Tenant hereby rents from the Landlord the following:

The Fire Station No. 27 located on the ground floor of the Village Hall Complex and consisting of approximately 12,500 square feet on the ground floor therein ("Premises"). The Premises is depicted on the attached diagram, marked, Exhibit "A" and incorporated herein by reference, along with fifteen (15) reserved parking spaces for Tenant's exclusive use. The 15 parking spaces shall consist of eight (8) covered parking spaces located within or immediately adjacent to the Village Hall Complex and seven (7) parking spaces located as street parking along West Drive immediately across from or adjacent to the premises as depicted on Exhibit "B".

The Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises has not been duly measured by the Landlord. Further, the Tenant is fully aware of the size of the Premises and has determined that it is sufficiently suited for its intended purposes.

Landlord and Tenant have performed or will perform a pre-occupancy inspection of the Premises. The Premises is being leased without furniture, fixtures, and equipment.

SECTION 2. CONDITION OF PREMISES AND FINAL COMPLETION: Tenant understands and acknowledges that it may occupy the Premises prior to Final Completion of the Village Hall Complex and that access to the Premises may be needed by Landlord and its Architect or Contractor following the Effective Date for such time and is necessary to achieve Final Completion. Landlord shall provide Tenant with reasonable notice to be not less than 24 hours of any such needed access to the Premises and Tenant shall reasonably cooperate with Landlord in order to allow Landlord to achieve Final Completion of the Village Hall Complex, including the Fire Station. Following Final Completion, Landlord warrants and represent to Tenant that, for one (1) year following the date of Final Completion ("Warranty Period") the Premises shall be: (a) completed in a good and workman like manner, free from all defects and with all systems, plumbing, electrical and mechanical systems fully functioning; and (b) suitable for use and operation as a fire station by Tenant.

Landlord, at its sole cost and expense, shall be responsible for all improvements necessary to achieve Final Completion of the Fire Station and for obtaining, securing and/or maintaining any and all permits and licenses, including any occupancy license(s). Landlord shall also be responsible to ensure that, prior to the Effective Date, there is installed at its cost and available separately metered electric, water and sewer utility lines for the Premises.

During the Warranty Period, Landlord shall immediately correct or require its Contractor to correct, at Landlord's sole cost and expense, any deficiencies in the Premises or the construction work to the Premises that are identified by Tenant. Tenant shall send formal written notice to Landlord of any warranty work that is needed and, so long as such notice is sent prior to the expiration of the Warranty Period, Landlord is required to complete any necessary repairs, corrections or warranty work if same occurs following the expiration of the Warranty Period. Following the expiration of the Warranty Period, Landlord warrants and represents to Tenant that the Landlord shall maintain the Premises in accordance with Section 17 of this Lease, and Tenant shall also be responsible in accordance with Section 18 of this Lease.

SECTION 3. TERM: The term of this Lease shall commence on the Effective Date, and Landlord and Tenant agree that this Lease is scheduled to terminate on the Expiration

Date, which is ninety (90) years from the Effective Date (hereinafter the "Term").

Further, the parties agree that the Tenant shall have the right to terminate this Lease upon ninety (90) days prior written notice to the Landlord. However, any financial obligations due and owing to the Landlord by the Tenant shall be paid by the Tenant prior to the early termination or cancellation of this Lease. This clause shall survive the termination or cancellation of this Lease.

This Lease shall terminate on the Expiration Date, or at the end of any extension or renewal thereof, without the necessity of any notice from either the Landlord or the Tenant to terminate the same. Should the Tenant desire to continue leasing the Premises, the Tenant shall notify the Landlord, in writing, of the Tenant's interest to continue leasing the Premises, at least one-hundred and eighty (180) days prior to the Expiration Date.

SECTION 4. RENT: Tenant shall lease the Premises at and for the agreed upon amount of One Dollar ($1.00) pear year, payable annually in advance beginning on the Effective Date, without demand, setoff, or deduction at the Rent Payment Address of the Landlord listed in the Basic Lease Provisions as outlined on page one (1) of this Lease, or at such other place and to such other person, as Landlord may from time to time designate in writing. Tenant may elect to pay the rent in full for the entire Term at any point during the Term.

In addition to the Rent, the Tenant hereby agrees to pay for the costs and expenses for maintaining and operating the Premises, as described in Section 6 of this Lease.

It is the intention of Tenant and Landlord that the obligations of Tenant shall be separate and independent covenants and agreements, and that the Rent, and all other sums payable by Tenant, shall continue to be payable in all events, unless otherwise expressly provided herein, and that the obligations of the Tenant shall continue unaffected, unless the requirement to pay or perform have been terminated pursuant to the express provisions of this Lease.

SECTION 5. HOLDOVER: In the event the Tenant remains in possession of the Premises after the Expiration Date, or the earlier termination of this Lease, and without the Landlord's prior written consent for any renewal of this Lease, the Tenant shall be deemed to be in holdover, and on a month-to-month tenancy, subject to all of the conditions of this Lease. Nothing herein shall be deemed to permit the Tenant to retain possession of the Premises after the Expiration Date, or the earlier termination of this Lease. This paragraph shall survive the expiration date, or earlier termination of this Lease.

SECTION 6. TENANT PREMISES EXPENSES: The Tenant will assume full responsibility for the following costs and expenses associated with the Premises: electricity provided it is separately metered and any other utilities that are separately metered, security, internet, phone, janitorial, pest control, and, following the Warranty Period, all maintenance and repairs of interior features and elements of the Fire Station.

Tenant shall, during the term hereof, pay any and all charges for water and electricity used by the Tenant and billed separately to the Tenant via separate meters.

SECTION 7. PERMITTED USE: It is hereby understood and agreed that the Premises is to be utilized by the Tenant as a Fire Station and to provide fire rescue services to the community.

Tenant shall cause its business to be conducted and operated in such a manner as to ensure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal, state, county, and local governmental agencies.

SECTION 8. ASSIGNMENT-SUBLEASING: Tenant shall neither mortgage, pledge, encumber, nor assign this Lease, nor sublet the Premises, or any part thereof, without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord agrees and acknowledges that Tenant may permit a different department or agency of the Tenant to utilize the Premises during the Term of this Lease without the Landlord's consent.

SECTION 9. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises at its own risk; and that, except for the negligence or willful misconduct of Landlord and/or Landlord's employees, vendors, contractors and/or agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant, Tenant's leasehold improvements or to equipment, furniture, fixtures, or to the personal property of Tenant, or those claiming by, through or under Tenant.

SECTION 10. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: The Tenant shall promptly comply with any and all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state, county, and city government, and of any and all governmental agencies, departments, and bureaus including any taxing authority and/or utility; and the Tenant shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at Tenant's own cost and expense, unless otherwise agree to in this Lease. During the Term of this Lease, if any governmental agency, municipality, utility company requires changes to the Premises or to any of the facilities or systems (including, but not limited to, electrical work, plumbing, fire alarm, waste removal, enclosures, fire panels, back flow preventers and/or ADA accessibility), the Landlord hereby agrees that it shall make such changes at its sole cost and expense. The Tenant shall be responsible, at Tenant's sole cost and expense, for any and all desired fire alarm monitoring for the Premises including, but not limited to, a dedicated phone line for such purpose. If any third-party, including, but not limited to, utility companies, municipalities and contractors, cause damage to the Premises, the Landlord shall be responsible, at its sole cost and expense, for the repair of such damages.

LANDLORD SHALL BE RESPONSIBLE FOR PROMPTLY OBTAINING ANY PERMIT, LICENSE, SERVICE, ARCHITECTURAL PLANS AND/OR CERTIFICATES OF OCCUPANCY NECESSARY FOR TENANT'S OPERATION OF THE PREMISES.

SECTION 11. SOVEREIGN PREROGATIVES: It is expressly understood that notwithstanding any provision of this Lease and the Tenant's status thereunder:

The Tenant retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning, or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction, and development of the Premises or the operation thereof, or be liable for the same; and the Tenant shall not by virtue of this Lease be obligated to grant the Landlord any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature applicable to the planning, design, improvement, repair, restoration, construction, and/or operation of the Premises.

No Liability for Exercise of Police Power

The Tenant's rights and obligations, relating to the exercise of its police powers, shall be, notwithstanding and prevailing over any contrary provision in this Lease, or any covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including, but not limited to the following:

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Landlord, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Landlord in applying for any county, city or third-party permit or needed approval; or

(d) To contest, defend against, or assist the Landlord in contesting or defending against any challenge of any nature;

shall not bind the Miami-Dade County Board of County Commissioners, or the Regulatory and Economic Resources Department, or any division thereof, or any other county, city, federal, or state department or authority, committee, or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Tenant or any other applicable governmental agencies in the exercise of its police power; and the Tenant shall be released and held harmless, by the Landlord from and against any liability, responsibility, claims, consequential or other damages, or losses to the Landlord or to any third-parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Tenant to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Tenant shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Tenant's obligation to use reasonable good faith efforts in

the permitting of the use of Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Landlord as authorized by this Lease. Moreover, in no event shall a failure of the Tenant to adopt any of the Landlord's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

SECTION 12. ABANDONMENT: If Tenant shall fail to occupy, shall abandon, or shall vacate the Premises before the end of the Term of this Lease, except in the event Tenant elects to close the Premises temporarily for the purpose of remodeling same for no more than one hundred and eighty (180) days (or such longer period upon prior written permission of Landlord), Landlord may, at its option, consistent with the other terms of this Lease, may seek to terminate this Lease by judicial process. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, the Tenant shall be responsible to satisfy any and all covenants and obligations due to Landlord under the terms of this Lease.

SECTION 13. ATTORNEYS' FEES AND EXPENSES: The parties hereby agree to pay for their own costs of collections, attorneys' fees, and other disbursements incurred by either party in the event of any breach of this Lease. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce their rights regarding this Lease, including any bankruptcy, receivership, or other insolvency proceeding or negotiation.

SECTION 14. UTILITIES: The Tenant hereby agrees that the cost associated with the Premises for utilities include, but are not limited to, charges for water, electricity, and all other utilities and services used or consumed on the Premises that are separately metered shall be put in Tenant's name and paid by the Tenant. The Tenant shall immediately (within thirty (30) days) place any and all separately metered utilities in its own name.

SECTION 15. SECURITY INTEREST; LANDLORD'S LIEN: The parties hereby acknowledge and agree that due to the Tenant's nature as a governmental entity it is unable to pledge or assign to the Landlord any of the furniture, fixtures, equipment, goods and chattels belonging to the Tenant, which shall or may be brought or put on the Premises, as security for the payment of the Rent, and/or other charges.

SECTION 16. LANDLORD'S ACCESS: The Landlord, and/or its employees and/or agents, shall have the right to enter the Premises during all reasonable hours, and with at least forty-eight (48) hours prior written notice (except in the event of emergency), and without materially interfering with the conduct of the Tenant's business, to examine the same to make reasonable inspections, repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, and to make certain that the Premises is being used in accordance with this Lease, or to exhibit the Premises, and to put or keep upon the doors or windows thereof a notice "for rent", "for lease" or "available" at any time within two (2) months before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Premises. Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities. In the event of an emergency, the Landlord, and/or its employees and/or agents, shall have the right to immediately gain entry into the Premises without any prior notice and/or warning to the Tenant.

SECTION 17. LANDLORD'S MAINTENANCE AND REPAIR: In addition to Landlord's obligations during the Warranty Period, following the expiration of the Warranty Period, the Landlord agrees to maintain and keep in good repair, condition, and appearance, during the Term of this Lease, or any extension or renewal thereof, at its sole cost and expense: (a) the exterior and structural walls and elements of the Fire Station and Premises, (b) landscaping, walkways, and sidewalks outside Village Hall Complex (c) exterior features of the Village Hall Complex, (d) the parking facilities including all necessary paving, repaving, lighting and striping, (e) exterior lighting or safety features for the Village Hall Complex, (f) keeping all exterior areas safe and free of any health hazard; (g) maintain the exterior of the Village Hall Complex and parking areas in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (h) keep any garbage, trash, rubbish and/or other refuse for the Village Hall Complex other than the Premises in safe containers that do not encourage the existence of vermin; (i) cause to have all garbage, trash, rubbish, and refuse for the Village Hall Complex removed on a daily, weekly, or as needed basis to ensure cleanliness; and (j) prevent any objectionable odors

to emanate or to be dispelled from the Village Hall Complex (other than the Premises).

Any damage or injury sustained by any person because of Landlord's failure to abide by its maintenance and repair responsibilities set forth herein is the responsibility of Landlord, shall be paid for by Landlord, and Landlord shall indemnify and hold Tenant harmless in accordance with indemnification provisions set forth herein.

SECTION 18. MAINTENANCE AND REPAIR: The Tenant agrees to maintain and keep in good repair, condition, and appearance, during the Term of this Lease following the expiration of the Warranty Period, at its sole cost and expense the repair and replacement of all interior features and elements of the Fire Rescue District Station, including interior fixtures, drywall, the HVAC system, plumbing and electrical solely as it pertains to the Fire Rescue District Station. Tenant shall be responsible for keeping the Premises safe and free of any health hazard.

In regards to the general maintenance and occupancy of the Premises, the Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse generated in the Premises in safe containers that do not encourage the existence of vermin; (c) keep all mechanical equipment apparatus free of unreasonable vibration and noise which may be transmitted beyond the Premises and/or which could disturb other occupants of the Village Hall Complex; and (d) prevent any objectionable odors to emanate or to be dispelled from the Premises.

Tenant acknowledges and agrees in accordance with Section 19 of this Lease below, that it is permitted to improve the Premises, at its sole cost and expenses, by making certain improvements, and thereafter maintain and repair the Premises consistent with such improvements, so long as the Tenant first secures the Landlord's written consent to make such improvements (which consent may not be unreasonably withheld, conditioned or delayed). Upon completion of any such improvements, the Tenant shall properly maintain and repair such improvements throughout the Term of this Lease. Upon return of the Premises to the Landlord, any and all such improvements shall become the sole property of the Landlord, without any compensation to the Tenant, excepting only reasonable wear and tear arising from the use thereof under this Lease. Tenant, at its sole cost and expense, shall do the following, including, but not limited to, maintaining the interior of the Premises including the walls, cabinets, appliances, hardware, flooring, windows, doors, and frames.

SECTION 19. TENANT IMPROVEMENTS; INSTALLATION BY TENANT: Tenant, at its sole cost and expense, may make such alterations and/or improvements to the Premises that it shall deem reasonably necessary to place the Premises in such a state or condition that the Tenant may use it for the purposes described in this Lease, so long as such alterations and/or improvements that require building permits and consist of construction are first approved by the Landlord in writing (which consent may not be unreasonably withheld, conditioned or delayed).

Prior to commencing any alterations, improvements or repairs to the Premises, the Tenant must deliver all plans, specifications and scheduling for any construction, repairs, or other improvements, at its sole cost and expense, to the Landlord, at least thirty (30) days before the commencement of any work.

The Tenant acknowledges and agrees that the Landlord may review and approve all of the Tenant's plans, including but not limited to architectural plans, to facilitate any construction, alterations, additions, and/or any other improvements to the Premises. The Landlord, and/or its employees and/or agents, shall have the right to enter the Premises during all reasonable hours, upon forty-eight (48) hours prior written notice, in coordination with Tenant, to examine the construction, alterations, additions, and/or structural improvements of the Premises, as may be underway. The Tenant covenants and agrees to obtain all necessary permits, licenses, and approvals as required by any local municipality, as applicable, and that all alterations and improvements shall be in conformance with all applicable laws. All additions, or improvements shall be and remain part of the Premises at the expiration of this Lease or any extension thereof. Upon completion of any construction, alterations, additions, and/or other improvements, the Tenant shall promptly deliver a copy of its Certificate of Occupancy or Certificate of Completion, as applicable, to the Landlord, and in no event later than thirty (30) days following Tenant's receipt thereof. If Tenant undertakes any material modifications to the Premises, it must provide Landlord with copies of the final architectural plans for the Landlord's records.

All work in the Premises will be performed in a good and workman like manner and by a licensed general contractor under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Tenant's work shall be performed without any unreasonable interference and/or unreasonable disruption to Landlord, or any adjacent landowner or occupier of space.

The Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises unless same is the subject of a good faith dispute.

The Tenant acknowledges and agrees should it make any alterations and/or improvements to the Premises, and as a result of such alterations and/or improvements it is determined by a governmental entity that further improvements to the Premises are necessary in order to comply with the American with Disabilities Act (and related state and local laws and regulations), then the Tenant shall be solely responsible for making such improvements to ensure that the Premises complies with the American with Disabilities Act, along with any and all amendments, and/or additions, as well as with any and all Florida accessibility requirements, including, but not limited to, the Florida Americans with Disability Accessibility Implementation Act, including Sections 553.501-553.513, Florida Statutes, and shall immediately bring the physical components of the Premises into compliance.

If the Tenant's construction or repair activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil or ground water, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage, and (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards.

All leasehold alterations and/or improvements installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the termination date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold improvements (excluding any fixtures that may be removed without damage to the Premises) shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant. Tenant may, however, remove and retain ownership of all fixtures that Tenant paid for and that may be removed without damage to the Premises.

Should the Tenant bring and/or add any additional furniture and/or equipment to the Premises, which personal property can be removed without damage to the Premises, such shall remain the Tenant's property and may be removed from the Premises, in accordance with the terms and conditions of this Lease, upon the Expiration Date.

SECTION 20. BINDING TERMS: This Lease shall bind Landlord and Tenant and their respective assigns or successors, personal representatives, as the case may be. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to any assignment by Tenant, but as a reference only to those instances in which Landlord has given written consent to a particular assignment.

SECTION 21. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

SECTION 22. NOTICE: All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as FedEx or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage prepaid, and addressed to the party as follows:

To Landlord:

with a copy to:

To Tenant:

with a copy to:

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served three (3) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

SECTION 23. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 24. INSURANCE: The parties hereby acknowledge and agree that the Tenant is a governmental entity, and is self-insured, and therefore shall not be required to secure or maintain any type of insurance.

SECTION 25. REPRESENTATIONS/WARRANTIES: Each party warrants that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and delivery of this Lease and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject.

SECTION 26. SUBORDINATION AND NON-DISTURBANCE: The Landlord and Tenant hereby agree that this Lease shall be subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, secured by the Landlord, either now or at any time hereafter, or any other lien or liens placed on the property by the Landlord of which the Premises are a part provided that the holder or counterparty to each such mortgage, deed of trust, or other instrument existing now or in the future, executes and records in the public records a non-disturbance agreement in favor of Tenant in a form reasonably acceptable to Tenant. Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage provided a non-disturbance agreement is simultaneously executed. Specifically, if requested by Landlord or Landlord's lender, if any, the Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") within thirty (30) business days of such request, so long as such SNDA is in a form reasonably acceptable to the Tenant.

SECTION 27. LIENS: The Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever without the Landlord's prior written consent. This includes any type of lien for materials, labor, utilities or anything related to the Premises.

SECTION 28. DAMAGE, DESTRUCTION, AND CASUALTY (NATURAL DISASTER): Tenant shall be responsible for and shall repair any and all damage caused to the interior of the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief, or criminal acts thereto and the Landlord shall be responsible and shall repair any and all damage caused to the exterior of the Premises as a result of vandalism, malicious mischief, or criminal acts. The Tenant or Landlord, as applicable, shall immediately notify the Landlord, or Tenant, as applicable and in writing, upon discovering any damage and/or destruction to the Premises.

If the Premises is totally or partially destroyed or damaged as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event") such that it cannot reasonably be repaired or restored within 500 days, either party may terminate this Lease by giving the other party thirty (30) calendar days' advanced written notice and Landlord shall have no obligation to rebuild or repair the Premises. If the Premises is destroyed or damaged as a result of a Casualty Event such that it can be repaired or restored in less than 500 days, then Landlord shall promptly commence all such reconstruction and repairs and Tenant will diligently assist Landlord in seeking and obtaining all government relief grants, insurance proceeds or other funds available from third parties to restore or reconstruct the Premises.

If this Lease is terminated as provided in this Section, all of Tenant's obligations under this Lease shall cease, effective from the date of the Casualty Event. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premises after a Casualty Event, Tenant shall be obligated to pay Rent, maintain the Premises, and pay for all Premises Expenses related to the Premises. All construction and/or repairs by Landlord shall be made in a manner consistent with and in accordance with all applicable codes and industry standards. Such damage shall be repaired in architecture and quality consistent with

conditions existing prior to the damage and with facilities and amenities comparable to such structure being replaced.

If this Lease is not terminated, Tenant shall be responsible for the restoration or reconstruction of the interior of the Premises, as well as replacing or restoring all of Tenant's furniture, fixtures and equipment, and signs after the occurrence of a Casualty Event. During periods of hurricane or tropical storm watches and/or warnings, Tenant shall have the option to install hurricane shutters and otherwise protecting the Premises, such as utilizing all appropriate means of protection, at its sole cost and expense. Landlord shall have no obligation, either prior to, or during the periods of hurricane or tropical storm watches and/or warnings, to protect the Tenant's furniture, fixtures, and equipment.

SECTION 29. DEFAULT, CURE PERIOD AND REMEDIES: The Tenant shall be in default under this Lease if it fails to (i) make timely payments of Rent within 20 days' notice that any Rent payment or any other sum due hereunder is past due, except for the month of October; or to (ii) faithfully observe all terms, conditions and covenants contained in this Lease. The Landlord shall be in default under this Lease if it fails to faithfully observe all terms, conditions, and covenant contained in this Lease.

Upon any default, the non-defaulting party shall provide written notice to the defaulting party that it is in default of this Lease and shall identify with specificity the provision of the Lease that the defaulting party has violated along with reasonable specificity of the facts surrounding such default. The defaulting party shall then have sixty (60) days to cure the default or, if such longer period of time is needed to cure the default, then such longer period of time as is needed to cure the default, provided that the defaulting party shall commence such cure period within such sixty (60) day period and shall diligently prosecute the cure until completion.

Further, in the event of a default that is not timely cured, the Tenant and Landlord acknowledge and agree that in addition to the rights pursuant to Section 30, Termination for Default, the Landlord and Tenant shall have the following rights:

In the event of any default remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, the non-defaulting party may, without terminating this Lease, cure the default, including, but not limited to, making any and all maintenance and repairs, at the defaulting party's cost and expense.

All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided under applicable law.

SECTION 30. TERMINATION FOR DEFAULT: The occurrence of any of the following shall cause this Lease to be terminated by the non-defaulting party upon the terms and conditions also set forth below:

A. Termination after ninety (90) calendar days from receipt of written notice by Certified Mail sent to the defaulting party for the following:

    1) Non-performance of any covenant of this Lease and failure to remedy such breach within the sixty (60) calendar day period from receipt of the written notice, or within such longer period of time that may be necessary to cure the breach provided defaulting party shall commence such cure period within such sixty (60) day period and shall diligently prosecute the cure until completion.

SECTION 31. EARLY TERMINATION BY TENANT Tenant shall have the right to terminate this Lease at any time by giving the Landlord ninety (90) days written notice, prior to the effective date of the termination. However, any financial obligations due and owed to the Landlord by the Tenant shall be paid by the Tenant prior to the early termination or cancellation of this Lease. This clause shall survive the termination or cancellation of this Lease.

SECTION 32. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease and the Development Agreement contain the entire agreement between the parties hereto and all prior negotiations relating to the Premises and the development and occupancy thereof. All negotiations, agreements, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and in the Development Agreement and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord and/or Tenant shall alter, change, or modify any of the provisions hereof. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this

Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

SECTION 33. QUIET ENJOYMENT: Tenant, on paying the rental and performing the conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Premises throughout the term of the lease, without hindrance or molestation by Landlord.

SECTION 34. AIR QUALITY; RADON GAS; MOLD: The Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises or the building, except that the Landlord hereby acknowledges and agrees that it is fully responsible for the indoor air quality within the building and the Premises, and agrees to annually test the air quality within the building and the Premises and to provide the results of such test to the Tenant.

Additionally, in compliance with Section 404.056, Florida Statutes, Tenant is hereby made aware of the following: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon Gas, and Radon testing, may be obtained from the county public health unit.

SECTION 35. SIGNAGE/ADVERTISING: The Landlord agrees that the Tenant shall be permitted to install customary signage to indicate the presence of a fire rescue station at the Premises.

All signs are to be constructed at Tenant's sole cost and expense (including all costs associated with the preparation of the façade and/or removal of the existing signage and for connecting the electricity to the sign) and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall be deemed a fixture to the Premises. The Tenant must, at Lease expiration, be responsible for the removal of its signage.

SECTION 36 NON-WAIVER PROVISION: No assent, express or implied, by either party to any breach of any agreement or condition herein contained on the part of the applicable party to be performed or observed, and no waiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of Rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 37. TAXES AND ASSESSMENTS: The Tenant shall not be responsible or liable for any taxes associated with the Premises and the Village Hall Complex including any local taxes, personal property taxes and other taxes. Further, the parties hereby acknowledge and agree that the Tenant is exempt from paying any and all sales taxes and real estate taxes as maybe regularly assessed against the Premises and/or this Lease. Landlord shall be responsible for payment of all taxes for the Premises as fee simple owner thereof.

SECTION 38. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war, casualty, act of God, or for any other cause that is completely beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party's control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

SECTION 39. MISCELLANEOUS:

A. CAPTIONS AND SECTION NUMBERS: The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify, augment, or limit the provisions, interpretation, construction, or meaning hereof.

B. CONSTRUCTION OF CERTAIN TERMS: As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

C. COUNTERPARTS: This Lease and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

D. LIMITATION OF LIABILITY: The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to the Premises, the Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be.

E. RECORDING: The parties hereto agree that either party may to record this Lease with the Clerk of Court, and that the Tenant shall be permitted to file this lease with the Clerk of the Board, Miami-Dade County, Florida.

F. SUCCESSORS AND ASSIGNS: The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.

G. LANDLORD-TENANT RELATIONSHIP: The Landlord and Tenant are not creating a joint venture or partnership by any of the provisions of this Lease and they are and at all times shall remain in the relationship of landlord and tenant.

H. PARTIAL INVALIDITY OR UNENFORCEABILITY: The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.

I. BROKERS: There are no brokerage commissions due under this Lease or that shall become due upon the renewal or extension of this Lease.

J. GOVERNING LAW: This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for all actions shall lie in Miami-Dade County, Florida.

K. TELECOPIED AND EMAILED SIGNATURE PAGES: In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used in place of original signatures on this Lease. The parties intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied or emailed signatures and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of signature.

L. REPRESENATION BY COUNSEL: The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, or the Mayor's designee, as authorized by the Board of County Commissioners, and this Lease is therefore effective on the day and year first hereinabove written.

TENANT
MIAMI-DADE COUNTY
A political subdivision of the State of Florida

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:
HARVEY RUVIN, CLERK ?

By: _____

Approved by the County Attorney as
to form and legal sufficiency. _____

LANDLORD
NORTH BAY VILLAGE
A municipal corporation of the State of Florida

By: _____
Name: _____
Title: _____
Date: _____

Witness:

_____

Print: _____

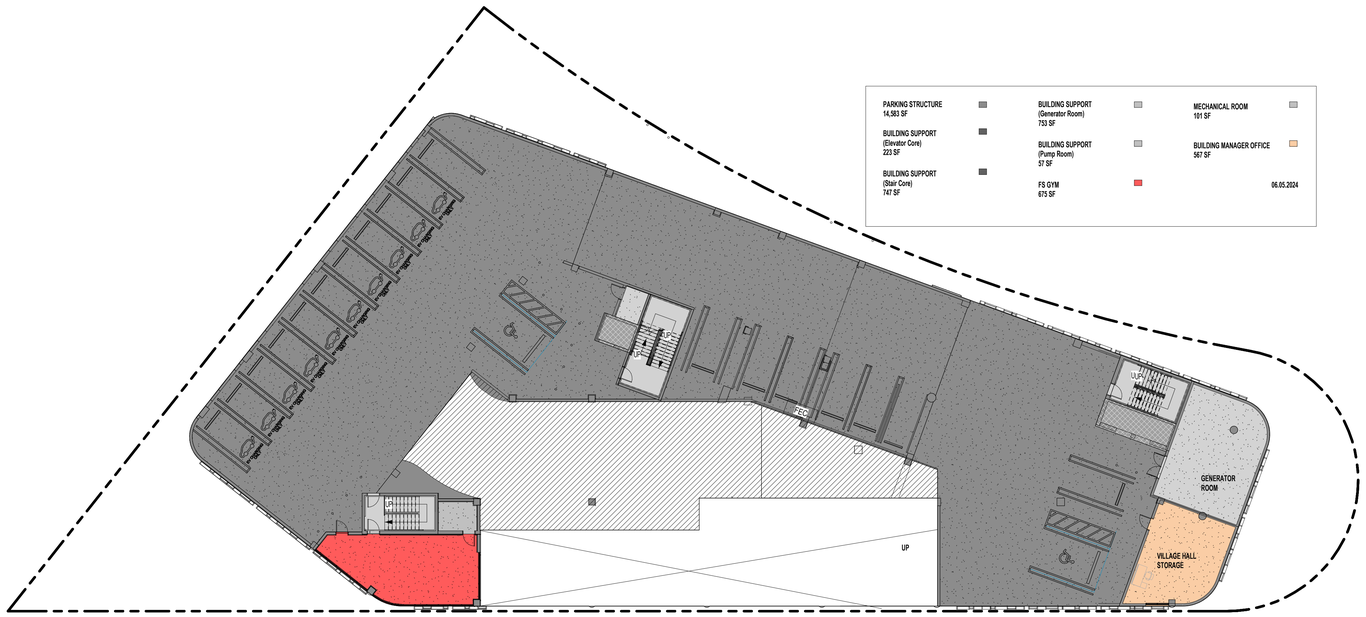
_____

Print: _____

EXHIBIT A
PREMISES



1 001 GROUND LEVEL WA
1/16" = 1'-0"



2 002 LVL 2 WA
1/16" = 1'-0"

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90% CONSTRUCTION DOCUMENTS SUBMITTAL - 2024.05.22 (NOT FOR CONSTRUCTION)

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE

1135 79th STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA. 33140

6/6/2024 1:18:43 PM

Project number 2312

DISTRIBUTION

CD 90% NOT FOR CONSTRUCTION	05-22-2024
REV.	DESCRIPTION / DATE

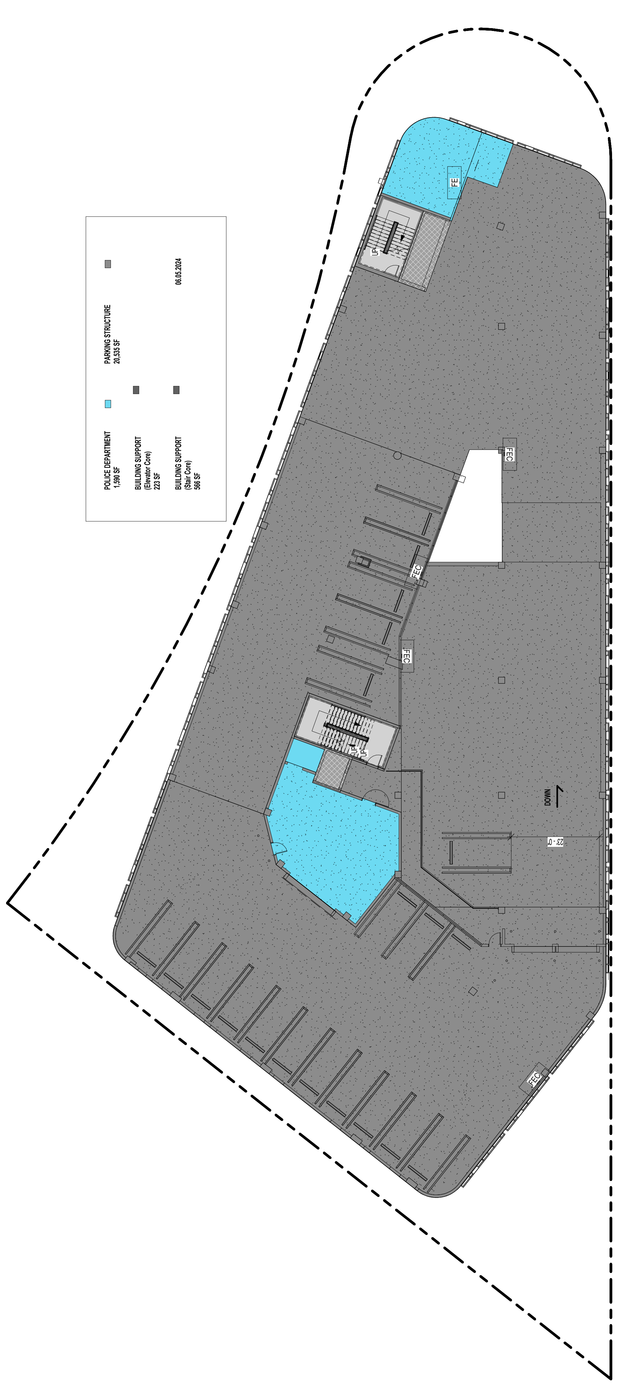
LEVEL 3 & 4 - OVERALL AREAS

DS-107

915



1 003 LVL 3 WA
1/16" = 1'-0"



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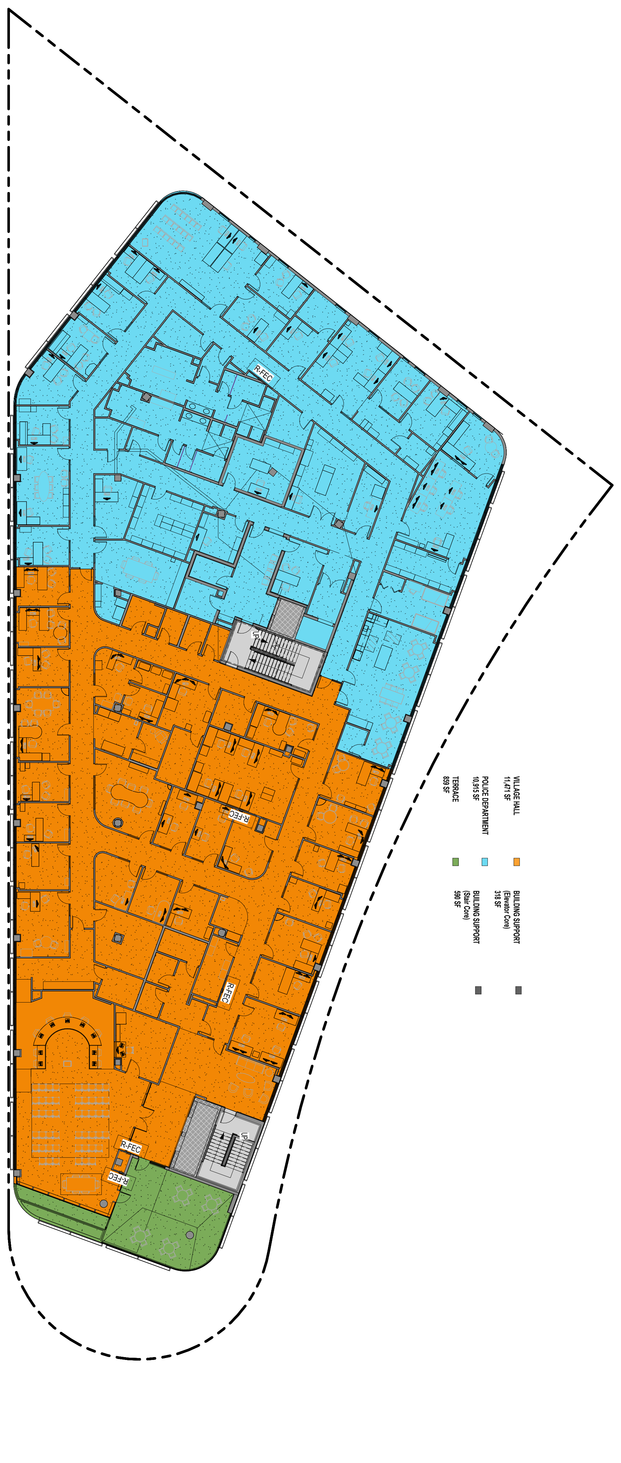

1 005 LVL 5 WA
1/16" = 1'-0"

90% CONSTRUCTION DOCUMENTS SUBMITTAL - 2024.05.22 (NOT FOR CONSTRUCTION)

DS-108

LEVEL 5 - OVERALL AREAS

REV	DESCRIPTION	DATE
	CD 90% NOT FOR CONSTRUCTION	05-22-2024

DISTRIBUTION

Project number
2312

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE

1335 79th STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA. 33140

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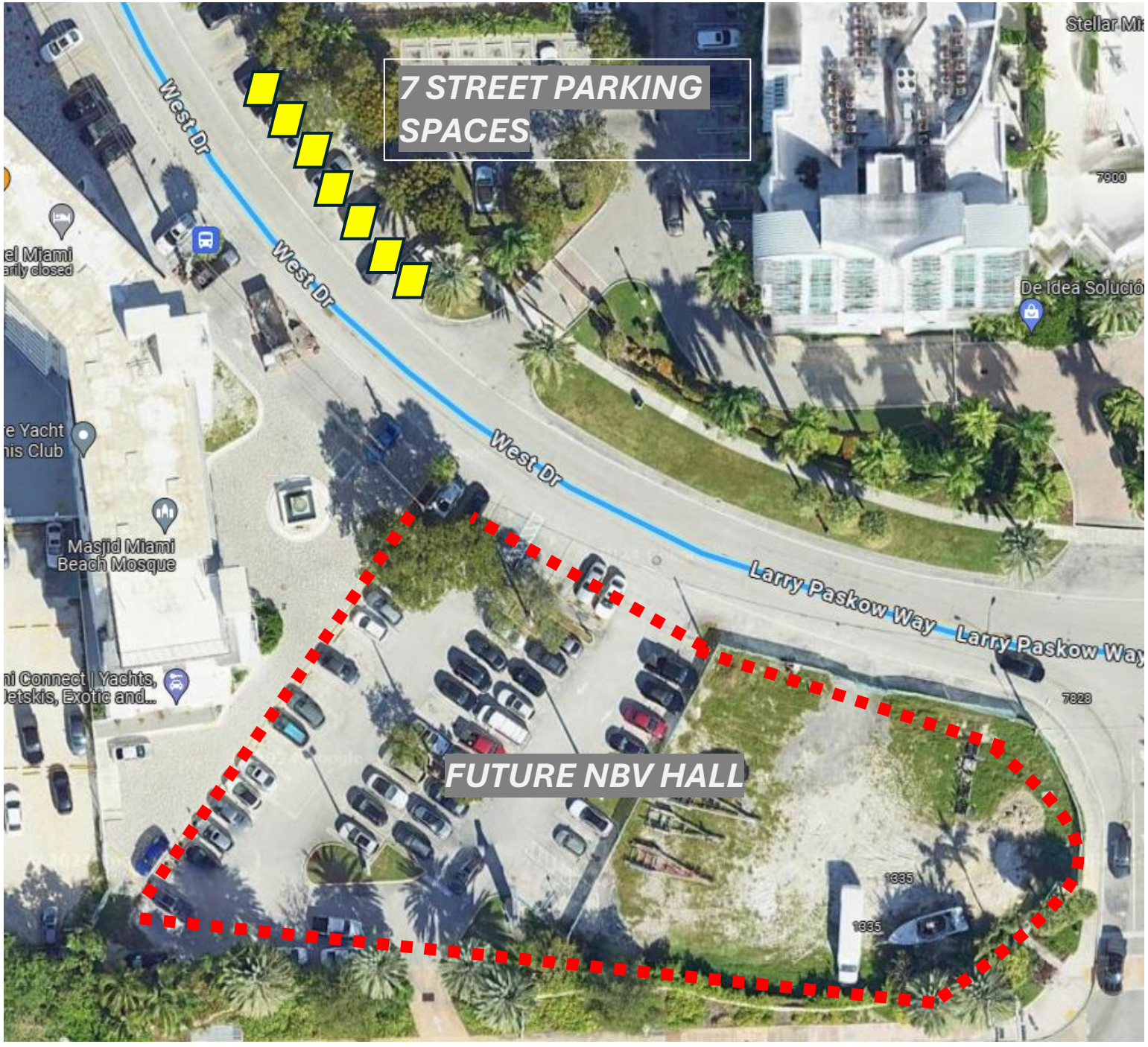
7 STREET PARKING SPACES
West Dr
West Dr
West Dr
Larry Paskow Way
Larry Paskow Way
Masjid Miami Beach Mosque
FUTURE NBV HALL
7900
7828
1335
1335

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Vice Mayor Richard Chervony and Commissioner Goran Cuk

SUBJECT: **An Ordinance Authorizing the Placement, Installation, and Operation of Speed Detection Systems on Roadways Maintained as School Zones - *Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony and Commissioner Goran Cuk***

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 70 "TRAFFIC AND PARKING REGULATIONS," TO CREATE SECTION 70-17 OF THE VILLAGE CODE OF ORDINANCES TO AUTHORIZE THE PLACEMENT, INSTALLATION, AND OPERATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES, ESTABLISH TRAFFIC ENFORCEMENT PROCEDURES WHEN SPEED DETECTION SYSTEMS ARE UTILIZED FOR SCHOOL ZONE SPEED LIMIT VIOLATIONS, AND CREATE HEARING PROCEDURES RELATING TO SUCH SCHOOL ZONE SPEED LIMIT VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On July 1, 2023, House Act 657, as codified under Chapter 2023-174 of the Laws of Florida (the "Act"), went into effect, authorizing municipalities to use speed detection systems ("SDS") to enforce to enforce school zone speeding violations in excess of 10 miles over the posted speed limit (among other things), subject to compliance with various requirements.

Pursuant to the requirements of the Act, the Village must adopt the Ordinance to authorize the placement, installation, and operation of SDSs, establish a traffic enforcement procedure when SDSs are utilized to enforce school zone speed limit violations, and create hearing

procedures relating to such school zone speed limit violations. Importantly, the Act requires the Village to make a determination as to which school zones constitute a heightened safety risk that warrant additional traffic enforcement measures based on traffic data collected ("Traffic Report Services") and other relevant evidence presented at a public hearing prior to approving the Ordinance. The proposed Ordinance was prepared to provide North Bay Village (the "Village") with the authority to enforce school zone speed limit violations through the use of SDSs in accordance with the requirements of the Act.

The Village has obtained Traffic Report Services for the Treasure Island Elementary School Zone, and considered the results of the Traffic Report Services and other relevant evidence and has made a determination that the Treasure Island Elementary School Zone, along the 79th Street Causeway constitutes a heightened safety risk that warrants additional traffic enforcement measures. The Report identified that along Westbound 79th Street Causeway, 95% of vehicles violate the School Zone Speed Limit during the 07:15-08:45 time frame, and that 90.4% of vehicles violate the School Zone Speed Limit during the 14:45-15:30 time frame. Along the Eastbound 79th Street Causeway, 82.7% of vehicles violate the School Zone Speed Limit during the 07:15-08:45 time frame, and 77.4% of vehicles violate the School Zone Speed Limit during the 14:45-15:30 time frame. Over the course of the five day study, 20,701 vehicles were counted as passing during School Speed Zone hours and 5,701 Speed Violations were noted. The School Zone Speed directly in front of TIES, does not by itself support support the heightened safety risk that warrants additional traffic enforcement measures designation, with only 0.8% of vehicles violating the School Zone Speed Limit during the 07:15-08:45 time frame, and that 1.6% of vehicles violating the School Zone Speed Limit during the 14:45-15:30 time frame.

Treasure Island Elementary School is currently the only school within the Village that is located within a school zone as defined pursuant to Section 15.2 of the Florida Department of Transportation Manual No. 750-010-002, "Speed Zoning for Highways, Roads, and Streets in Florida." The definition states that, only public or private elementary schools, middle schools, high schools, or federally-funded Headstart facilities are eligible school zone locations. Other educational institutions and facilities, including universities, vocational technical schools, junior colleges, community colleges, nursery schools, and day cares, are ineligible for designation as a school zone.

The School Speed Zone along 79th Street Causeway is currently NOT enforceable, as the necessary signage and postings are not in place. The Village is currently working with FDOT to ensure that the School Speed Zone is rebuilt, and that SDSs can be installed and operated within FDOT rights-of-way. FDOT has stated that design and planning will be completed towards the end of June 2024, and that construction of the Zone is programmed for sometime in July - there is no current estimate available for completion.

Though the Ordinance will be on the books, assuming that it is adopted by the the Commission through its routine process, and will allow the Village to proceed with the enforcement process - it will still be some time before enforcement activity can be executed. Once FDOT completes its work and makes the School Speed Zone along 79th Street Causeway enforceable, the Village will have to go about procuring the services of a vendor to install, maintain and manage the SDS. Once the vendor is selected, they will have to navigate through FDOTs permitting, construction and inspection process for the installation and operation of the SDS within the FDOT right-of-way. Once the SDS is up and running, there will be both a testing period, and a Public Awareness Campaign and grace period to allow the

motoring public to learn and become accustomed to the School Speed Zone Limit along 79th Street Causeway. Only after all these necessary steps are taken and completed, will the Village be able start actual enforcement operations. These mandates currently make the second quarter of 2025 at the earliest feasible beginning to actual enforcement activity.

It should also be noted, that based on citation volume, there may be a future impact to staffing, necessitating of personnel to manage the Village operations of the SDS.

Please also refer to Memorandum provided by the Village Attorney for additional information.

The results of the Traffic Report Services data are appended to this item as Exhibit B.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
TBD

ATTACHMENTS
Memo - Speed Detection System Ordinance.DOCX
Ordinance - Speed Detection Systems.DOC
Exhibit B - TIES Speed Studies.pdf
Business Impact Estimate - Speed Detection System .DOCX

WEISS SEROTA
HELFMAN COLE + BIERMAN

MEMORANDUM

To: Honorable Mayor and Village Commission

From: Haydee Sera, Esq., Weiss Serota Helfman Cole & Bierman, P.L., Village Attorney

Date: June 11, 2024

RE: Ordinance Amending Chapter 70, "Traffic and Parking Regulations" to Create Section 70-17 to Authorize the Placement, Installation, and Operation of Speed Detection Systems, Establish Traffic Enforcement Procedures for School Zone Speed Limit Violations Enforced Using Speed Detection Systems, and Create Hearing Procedures Relating to the Same

Recommendation:

It is recommended that the Village Commission approve the attached Ordinance on first reading.

Background:

On July 1, 2023, House Act 657, as codified under Chapter 2023-174 of the Laws of Florida (the "Act"), went into effect, authorizing municipalities to use speed detection systems ("SDS") to enforce certain school zone speeding violations, subject to compliance with various requirements. The proposed Ordinance accompanying this memorandum was prepared to provide North Bay Village (the "Village") with the authority to enforce school zone speed limit violations through the use of SDSs in accordance with the requirements of the Act.

Pursuant to the requirements of the Act, the Village must adopt the Ordinance to authorize the placement, installation, and operation of SDSs, establish a traffic enforcement procedure when SDSs are utilized to enforce school zone speed limit violations, and create hearing procedures relating to such school zone speed limit violations. Importantly, the Act requires the Village to make a determination as to which school zones constitute a heightened safety risk that warrant additional traffic enforcement measures based on traffic data collected ("Traffic Report Services") and other relevant evidence presented at a public hearing prior to approving the Ordinance.

The Village retained Blue Line Solutions, LLC (the "Consultant") to provide the Traffic Report Services at no cost to the Village. The results of the Consultant's Traffic Report Services are contained in the completed Treasure Island Elementary School Speed Studies Report (the "Report").

Treasure Island Elementary School is currently the only school within the Village that is located within a school zone. Pursuant to Section 15.2 of the Florida Department of Transportation Manual No. 750-010-002, "*Speed Zoning for Highways, Roads, and Streets in Florida,*" only public or private elementary schools, middle schools, high schools, or federally-funded Headstart facilities are eligible school zone locations. Other educational institutions and facilities, including universities, vocational technical schools, junior colleges, community colleges, nursery schools, and day cares, are ineligible for designation as a school zone. *Id.* The Village is currently working with FDOT to ensure that SDSs can be installed and operated within FDOT rights-of-way.

Prior to final adoption of the Ordinance, the Village Commission must hold a public hearing to consider the results of the Report and other relevant evidence to make a determination as to whether the Treasure Island Elementary School Zone constitutes a heightened safety risk that warrants additional traffic enforcement measures.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 70 "TRAFFIC AND PARKING REGULATIONS," TO CREATE SECTION 70-17 OF THE VILLAGE CODE OF ORDINANCES TO AUTHORIZE THE PLACEMENT, INSTALLATION, AND OPERATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES, ESTABLISH TRAFFIC ENFORCEMENT PROCEDURES WHEN SPEED DETECTION SYSTEMS ARE UTILIZED FOR SCHOOL ZONE SPEED LIMIT VIOLATIONS, AND CREATE HEARING PROCEDURES RELATING TO SUCH SCHOOL ZONE SPEED LIMIT VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2023, House Bill 657, as codified under Chapter 2023-174 of the Laws of Florida (the "Act") went into effect, authorizing municipalities to use speed detection systems ("SDS") to enforce school zone speeding violations in excess of 10 miles over the posted speed limit (among other things) during certain times and days; and

WHEREAS, under the Act, prior to utilizing SDS to enforce eligible school zone speeding violations, municipalities are required to adopt an ordinance authorizing the placement and installation of SDS and creating traffic enforcement procedures relating to the enforcement of school zone speed limits through the use of SDS; and

WHEREAS, the Act also requires the governing body of the municipality to first determine whether a school zone constitutes a heightened safety risk that warrants additional enforcement measures based on traffic data collected ("Traffic Report Services") prior to utilization of a SDS in any particular school zone; and

WHEREAS, North Bay Village (the "Village") retained the services of Blue Line Solutions, LLC (the "Consultant") to provide the Traffic Report Services within the Treasure Island Elementary School Zone (the "School Zone"); and

WHEREAS, the Consultant has completed its Traffic Report Services and provided the Village with the School Zone Speed Studies (the "Report") for consideration by the Village Commission, which Report is attached hereto as Exhibit "B"; and

WHEREAS, after consideration of the traffic data provided in the Report and other relevant evidence presented at the public hearing held on _____,2024,

the Village Commission has determined that the School Zone constitutes a heighted safety risk that warrants additional traffic enforcement measures pursuant to Section 316.008(9), Florida Statutes; and

WHEREAS, in order to mitigate the heightened safety risk at the School Zone, the Village Commission desires to adopt this Ordinance to, among other things, make findings that the School Zone constitutes a heightened safety risk that warrants additional enforcement measures pursuant to Section 316.008(9), Florida Statutes, based on the Report and other relevant evidence presented at the public hearing; authorize the placement, installation, and operation of SDS at the School Zone; create procedures for the issuance of notice of violations for School Zone speeding violations by duly qualified traffic infraction officers; and establish a hearing framework whereby a local hearing officer will determine whether School Zone speeding violations have occurred; and

WHEREAS, the Village Council finds that the adoption of this Ordinance is in the best interest of the Village.

NOW THEREFORE IT IS HEREBY ORDAINED BY THE MAYOR AND VILLAGE COMMISSION OF THE NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Village Code Amended. That Chapter 70, "Traffic and Parking Regulations," of the Code of Ordinances of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit A attached hereto and incorporated herein.

Section 3. 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 invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading. Prior to commencing enforcement of this Ordinance,

the Village Manager shall publicly announce its intent to utilize Speed Detection Systems as provided herein and conduct a thirty (30) day public awareness campaign to inform the public of the provisions of this Ordinance. During the thirty (30) day public awareness campaign, the Village shall only issue warnings to a Person for Violations.

PASSED on first reading on the _____ day of _____ 2024.

PASSED AND ADOPTED on second reading on the __ day of _____ 2024.

_____
Brent Latham, 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 Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andrew Rotondaro _____
Commissioner Rachel Streitfeld _____

Exhibit A[1]

TITLE VII: - TRAFFIC CODE

Chapter 70 - TRAFFIC AND PARKING REGULATIONS

*- * *

Section 70.17 - Speed Detection Systems in School Zones.

(a) *Purpose and Intent*. The Village desires to protect the public health, safety, and welfare of individuals traveling to and from school in the Village, especially students and their parents and/or legal guardians and school employees. Accordingly, the Village seeks to enforce School Zone speed limits by authorizing the placement and installation of speed detection systems on those School Zone roadways that constitute a heighted safety risk warranting additional enforcement measures pursuant to Section 316.008(9), Florida Statutes.

(b) *Definitions*. The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

(1) *Local Hearing Officer* means the Village's Special Master or such other qualified person designated by resolution of the Village Commission to conduct hearings relating to notice of violations issued pursuant to Sections 316.1896 and 316.0083 of the Florida Statutes.

(2) *Person* means a natural person, the registered owner or co-owner of a motor vehicle, or the person identified in an affidavit as having actual care, custody, or control of the motor vehicle at the time of a Violation.

(3) *Petitioner* means a person who elects to request a hearing before the Local Hearing Officer for the purpose of determining whether a Violation under Section 316.1896, Florida Statutes, has occurred.

(4) *School Zone* means a roadway located within the Village and established and maintained as a School Zone pursuant to Section 316.1895, Florida Statutes, that constitutes a heightened safety risk that warrants additional enforcement measures, as determined by the Village Commission after consideration of traffic data and other relevant evidence.

(5) *Speed Detection System* means a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR, and to

[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.

capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the Violation.

(6) *Traffic Infraction Enforcement Officer* means the police department employee or employees designated by the Village Manager who meets the qualifications set forth under Section 316.640(5), Florida Statutes, and/or any other relevant statute, and is vested with the authority to enforce Violations.

(7) *Violation* means a person that drives a motor vehicle on a roadway designated as a School Zone at a speed as follows:

(A) In excess of 10 miles per hour over the School Zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program in violation of Section 316.1895, Florida Statutes.

(B) In excess of 10 miles per hour over the School Zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session in violation of Section 316.1895, Florida Statutes.

(C) In excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session in violation of Section 316.183, Florida Statutes.

(D) In excess of 10 miles per hour over the School Zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session in violation of Section 316.1895, Florida Statutes.

(c) *Findings*. After consideration of the traffic data provided in the Treasure Island Elementary School Speed Studies prepared by Blue Line Solutions, LLC and other relevant evidence presented at the public hearing held on _____, 2024, the Village Commission hereby finds that the following School Zone where Speed Detection Systems are to be placed and installed constitutes a heighted safety risk that warrants additional enforcement measures pursuant to Section 316.008(9), Florida Statutes:

Treasure Island Elementary School
7540 East Treasure Drive
North Bay Village, Florida 33141

(d) *Placement and Installation of Speed Detection Systems*. Consistent with and pursuant to Chapter 316, Florida Statutes, the Village Commission authorizes the placement, installation, and operation of automated Speed Detection Systems on

School Zone roadways, as identified under subsection 70.71(c) herein, to enforce Violations.

(e) *Notice of Violation, Designation of Local Hearing Officer, and Hearing Procedures.*

(1) Within thirty (30) days after a Violation, a notice of violation shall be sent by first class mail to the registered owner of the motor vehicle involved in the Violation. The notice of violation must include:

a. The name and address of the vehicle owner;

b. a photograph, video, or other recorded image showing the license plate of the motor vehicle;

c. The make, model, and year of the vehicle;

d. The date, time, and location of the Violation;

e. Notice that the infraction charged is pursuant to this section;

f. The maximum speed at which the motor vehicle was traveling within the School Zone;

g. The speed limit within the School Zone at the time of the Violation;

h. A statement that the owner has a right to review, in person or remotely, the photograph or video captured by the Speed Detection System(s) and the evidence of the speed of the motor vehicle detected by the Speed Detection System(s) that constitutes a rebuttable presumption that the motor vehicle was used in a Violation;

i. Instructions as to the time and the place or website at which the photograph or video and evidence of speed detected captured by the Speed Detection System(s) may be examined and observed;

j. Information that advises the Violator on the person's right to request a hearing and on all costs related thereto and a form used to request a hearing, or alternatively, a web address to a website that provides such information;

k. Instructions on all methods of payment of the penalty;

l. A statement specifying the remedies available under Section 318.14, Florida Statutes;

m. A statement that the owner must pay a penalty in the amount provided under Section 318.18(3)(d), Florida Statutes, or furnish an affidavit that compiles with Section 316.1896(8), Florida Statutes, within thirty (30) days in order to avoid court fees, costs, and the issuance of a uniform traffic citation against the owner; and

n. A signed statement by the Traffic Infraction Enforcement Officer that, based on inspection of recorded photographs or video captured by the Speed Detection System(s), the vehicle was involved in and was utilized to commit a Violation.

(2) Except as may be otherwise provided by resolution of the Village Commission, the Village shall utilize its Special Master, as provided in Section 153.02(B) of the Village Code, to serve as the Local Hearing Officer(s) who shall preside over notice of violation hearings set forth under Section 316.1896, Florida Statutes, as amended.

(3) The Village Manager or the Village Manager's designee shall designate a Traffic Infraction Enforcement Officer(s) to implement the authorizations contained under Section 316.1896(6), Florida Statutes, and the Village Commission shall designate a Village staff member to serve as the clerk to the Local Hearing Officer by resolution.

(4) Any Petitioner that elects to request a hearing shall be scheduled for a hearing by the clerk of the Local Hearing Officer, with notice of the hearing to be sent to the Petitioner by first-class mail. Upon receipt of the notice, the Petitioner may reschedule the hearing once by submitting a written request to reschedule to the clerk of the Local Hearing Officer, at least five calendar days before the day of the originally scheduled hearing. The Petitioner may cancel his or her appearance before the Local Hearing Officer by paying the penalty assessed by Section 316.1896(2), Florida Statutes, as amended, plus the administrative costs established under Section 316.0083(5)(c), Florida Statutes, before the start of the hearing.

(5) All testimony at the hearing shall be under oath and shall be recorded. The Local Hearing Officer shall take testimony from a Traffic Infraction Enforcement Officer and the Petitioner and may take testimony from others. The Local Hearing Officer must review the photograph or video captured by the Speed Detection System and the evidence of the speed of the motor vehicle detected by the Speed Detection System. Formal rules of evidence do not apply, but due process shall be observed and govern the proceedings.

(6) At the conclusion of the hearing, the Local Hearing Officer must determine whether a Violation has occurred, in which case the Local Hearing Officer shall uphold or dismiss the Violation. The Local Hearing Officer shall issue a final administrative order including the determination and, if the notice of the violation is upheld, must require the Petitioner to pay the penalty assessed under Section 316.18(3)(d), Florida

Statutes, as amended, and may also require the Petitioner to pay the Village's costs, not to exceed the amount established under Section 316.0083(5)(e), Florida Statutes. The final administrative order shall be mailed to the Petitioner by first-class mail.

(7) An aggrieved party may appeal a final administrative order consistent with the process provided under Chapter 162, Florida Statutes.

(f) *Supplemental Authority*. The provisions of this Section supplement the enforcement of Sections 316.1895 and 316.183, Florida Statutes, by law enforcement officers and does not prohibit law enforcement officers from issuing uniform traffic citations for violations of Sections 316.1895 or 316.183.

Exhibit B

TREASURE ISLAND ELEMENTARY SCHOOL

SPEED STUDIES

EAST BOUND 79ST

Blue Line Solutions, LLC

3903 Volunteer Dr. - Suite 400, Chattanooga, TN 37416

Tel: (855) 252-0086 Fax: (423) 803-1500

www.bluelinesolutions.org

Treasure Island Elementary School
North Bay Village, FL : 79th Causeway at E. Treasure Drive
Times: (7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)

Blue Line Solutions, LLC (BLS) conducted speed studies at Treasure Island Elementary School on 79th Causeway at E. Treasure Drive during the periods and times listed below.

This report was completed given the speed and time limit parameters of:

Regular Speed Limit: 30 MPH **School Zone Speed Limit: 15 MPH**

Dates of Study:

Wednesday	3/20/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 1:45 PM), (1:45 PM - 2:30 PM)
Thursday	3/21/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)
Friday	3/22/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)
Monday	3/25/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)
Tuesday	3/26/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)

The following report only reflects dates and times listed in the dates above. During the specified dates and time periods, the traffic counts were as follows:

Date	(7:15 AM - 8:45 AM)			(8:45 AM - 2:45 PM)			(2:45 PM - 3:30 PM)		
	Vehicle Count	Speeders	% Speeding	Vehicle Count	Speeders	% Speeding	Vehicle Count	Speeders	% Speeding
3/20/2024	560	392	70.0%	2,856	167	5.8%	123	65	52.8%
3/21/2024	630	505	80.2%	2,767	120	4.3%	184	134	72.8%
3/22/2024	793	685	86.4%	2,279	101	4.4%	212	159	75.0%
3/25/2024	1,064	941	88.4%	2,298	90	3.9%	313	253	80.8%
3/26/2024	937	772	82.4%	3,030	169	5.6%	395	339	85.8%
Totals:	3,984	3,295	82.7%	13,230	647	4.9%	1,227	950	77.4%

5 Day Total Vehicle Count: 18,441

5 Day Total Speeding Violations Recorded: 4,892

Flasher Times 5 Day Total Vehicle Count: 5,211

Flasher Times 5 Day Total Speeding Violations Recorded: 4,245

Note: Speeding is defined as any recorded speed more than 10MPH over the designated speed limit.

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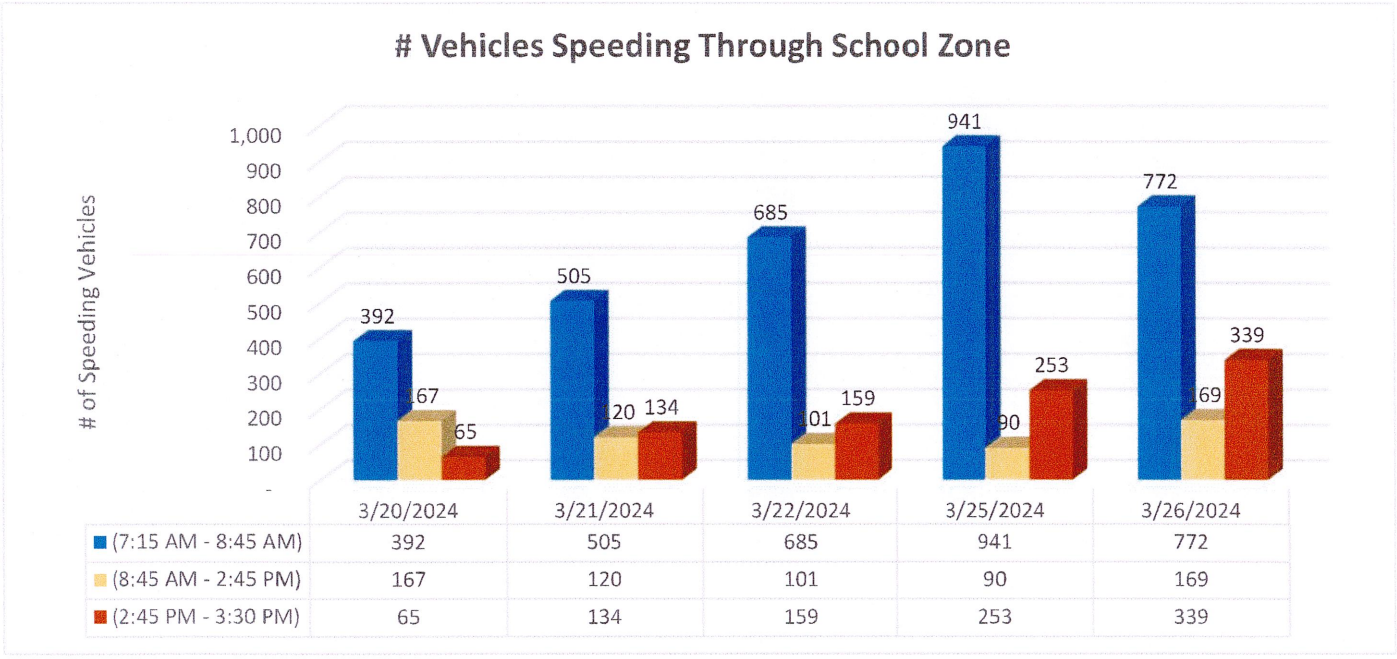
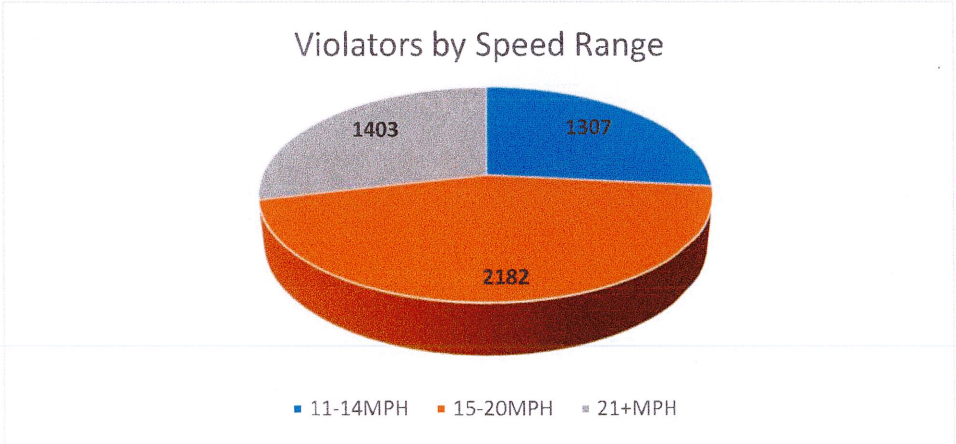
Treasure Island Elementary School
North Bay Village, FL : 79th Causeway at E. Treasure Drive
Times: (7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)

The below graph indicates the number of vehicles speeding through the zone at 11 MPH+ during the times of (7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM).



	3/20/2024	3/21/2024	3/22/2024	3/25/2024	3/26/2024
(7:15 AM - 8:45 AM)	392	505	685	941	772
(8:45 AM - 2:45 PM)	167	120	101	90	169
(2:45 PM - 3:30 PM)	65	134	159	253	339

The following graph depicts the speed range breakdown of violators.



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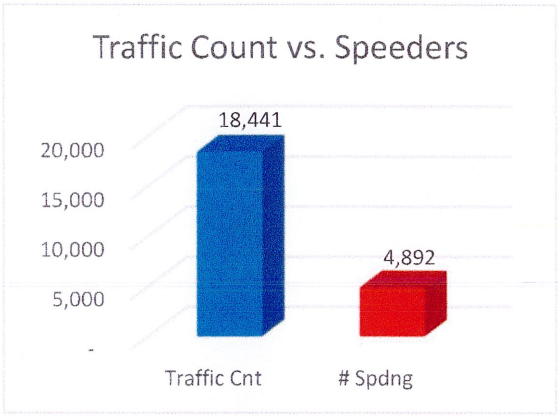
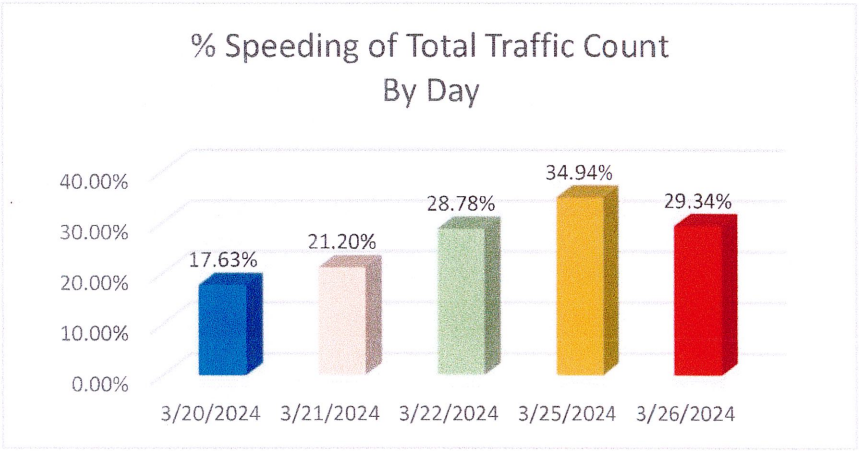
Treasure Island Elementary School
North Bay Village, FL : 79th Causeway at E. Treasure Drive
Times: (7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)

The total traffic count during the hours (7:15 AM - 3:30 PM) was 18,441. Of those, 4,892 (26.53%) were speeding at 11 MPH+ above the speed limit.



Data indicates a percentage range of 17.63% - 34.94% of vehicles traveling through the zone during the hours of (7:15 AM - 3:30 PM) were speeding in excess of 11 MPH+ throughout the week.



IMPORTANT NOTE

This report is based off the raw data of time and speeds captured from: 3/20/2024 - 3/26/2024.

**All data recorded with Houston Radar Armadillo Tracker may differ from future results due to public education and information efforts, deployment of radar speed signs upon entrance to the speed zone, and use of L.I.D.A.R (Light Detection and Ranging) Laser enforcement systems.*

West Bound 79ST

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Treasure Island Elementary School
North Bay Village, FL : 79th Causeway at E Treasure Drive
Times: (7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)

Blue Line Solutions, LLC (BLS) conducted speed studies at Treasure Island Elementary School on 79th Causeway at E Treasure Drive during the periods and times listed below.

This report was completed given the speed and time limit parameters of:

Regular Speed Limit: 30 MPH **School Zone Speed Limit: 15 MPH**

Dates of Study:

Wednesday	3/20/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 1:45 PM), (1:45 PM - 2:30 PM)
Thursday	3/21/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)
Friday	3/22/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)
Monday	3/25/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)
Tuesday	3/26/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)

The following report only reflects dates and times listed in the dates above. During the specified dates and time periods, the traffic counts were as follows:

Date	(7:15 AM - 8:45 AM)			(8:45 AM - 2:45 PM)			(2:45 PM - 3:30 PM)		
	Vehicle Count	Speeders	% Speeding	Vehicle Count	Speeders	% Speeding	Vehicle Count	Speeders	% Speeding
3/20/2024	93	84	90.3%	304	32	10.5%	29	23	79.3%
3/21/2024	91	88	96.7%	370	45	12.2%	31	27	87.1%
3/22/2024	80	77	96.3%	271	21	7.7%	34	32	94.1%
3/25/2024	111	103	92.8%	310	37	11.9%	54	52	96.3%
3/26/2024	106	105	99.1%	315	28	8.9%	61	55	90.2%
Totals:	481	457	95.0%	1,570	163	10.4%	209	189	90.4%

5 Day Total Vehicle Count: 2,260

5 Day Total Speeding Violations Recorded: 809

Flasher Times 5 Day Total Vehicle Count: 690

Flasher Times 5 Day Total Speeding Violations Recorded: 646

Note: Speeding is defined as any recorded speed more than 10MPH over the designated speed limit.

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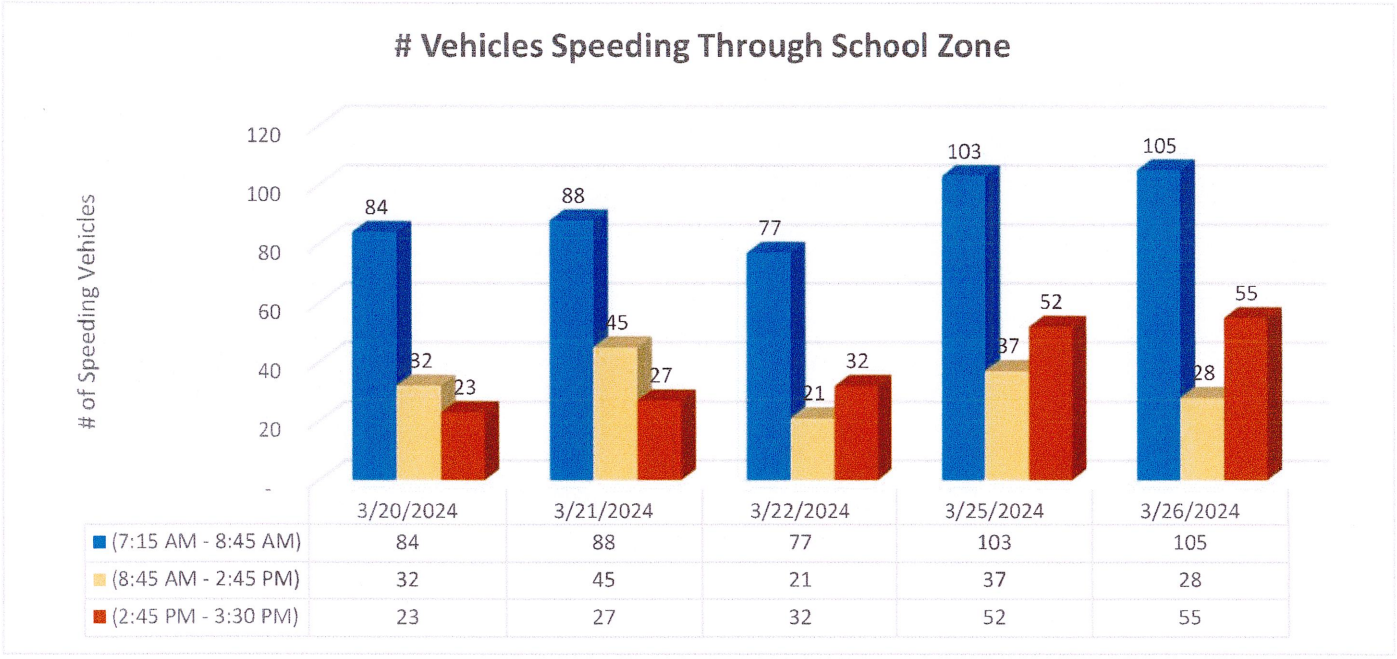
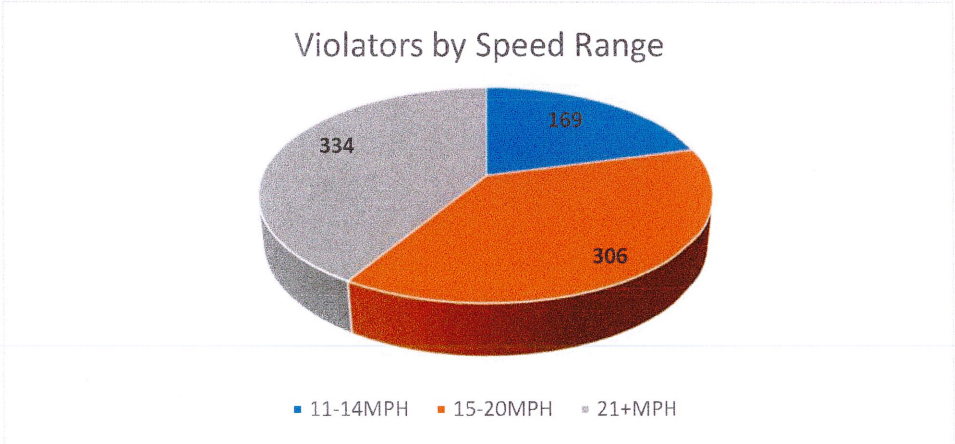
Treasure Island Elementary School
North Bay Village, FL : 79th Causeway at E Treasure Drive
Times: (7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)

The below graph indicates the number of vehicles speeding through the zone at 11 MPH+ during the times of (7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM).



	3/20/2024	3/21/2024	3/22/2024	3/25/2024	3/26/2024
(7:15 AM - 8:45 AM)	84	88	77	103	105
(8:45 AM - 2:45 PM)	32	45	21	37	28
(2:45 PM - 3:30 PM)	23	27	32	52	55

The following graph depicts the speed range breakdown of violators.



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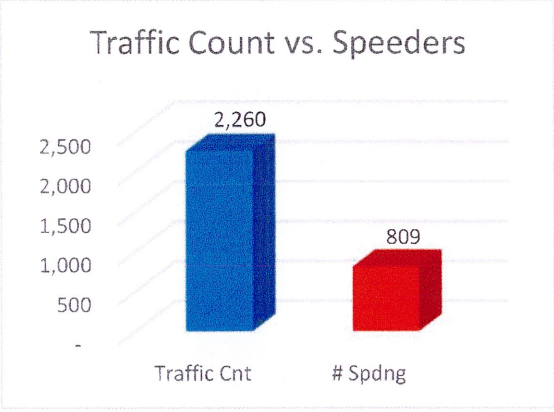
Treasure Island Elementary School

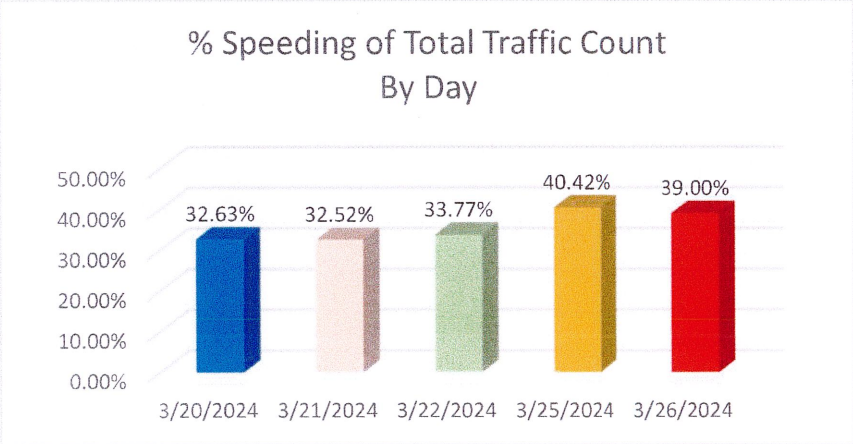
North Bay Village, FL : 79th Causeway at E Treasure Drive

Times: (7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)

The total traffic count during the hours (7:15 AM - 3:30 PM) was 2,260. Of those, 809 (35.8%) were speeding at 11 MPH+ above the speed limit.



Data indicates a percentage range of 32.52% - 40.42% of vehicles traveling through the zone during the hours of (7:15 AM - 3:30 PM) were speeding in excess of 11 MPH+ throughout the week.



IMPORTANT NOTE

This report is based off the raw data of time and speeds captured from: 3/20/2024 - 3/26/2024.

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Norh Bay Village, FL : E. Treasure Drive at 79th Causeway
Times: (7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)

Blue Line Solutions, LLC (BLS) conducted speed studies at Treasure Island Elementary School on E. Treasure Drive at 79th Causeway during the periods and times listed below.

This report was completed given the speed and time limit parameters of:

Regular Speed Limit: 25 MPH **School Zone Speed Limit: 15 MPH**

Dates of Study:

Wednesday	3/20/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 1:45 PM), (1:45 PM - 2:30 PM)
Thursday	3/21/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)
Friday	3/22/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)
Monday	3/25/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)
Tuesday	3/26/2024 :	(7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)

The following report only reflects dates and times listed in the dates above. During the specified dates and time periods, the traffic counts were as follows:

Date	(7:15 AM - 8:45 AM)			(8:45 AM - 2:45 PM)			(2:45 PM - 3:30 PM)		
	Vehicle Count	Speeders	% Speeding	Vehicle Count	Speeders	% Speeding	Vehicle Count	Speeders	% Speeding
3/20/2024	160	-	0.0%	722	2	0.3%	70	1	1.4%
3/21/2024	186	-	0.0%	811	2	0.2%	74	-	0.0%
3/22/2024	140	1	0.7%	777	-	0.0%	110	2	1.8%
3/25/2024	176	3	1.7%	831	2	0.2%	119	2	1.7%
3/26/2024	179	3	1.7%	834	-	0.0%	119	3	2.5%
Totals:	841	7	0.8%	3,975	6	0.2%	492	8	1.6%

5 Day Total Vehicle Count: 5,308

5 Day Total Speeding Violations Recorded: 21

Flasher Times 5 Day Total Vehicle Count: 1,333

Flasher Times 5 Day Total Speeding Violations Recorded: 15

Note: Speeding is defined as any recorded speed more than 10MPH over the designated speed limit.

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Norh Bay Village, FL : E. Treasure Drive at 79th Causeway
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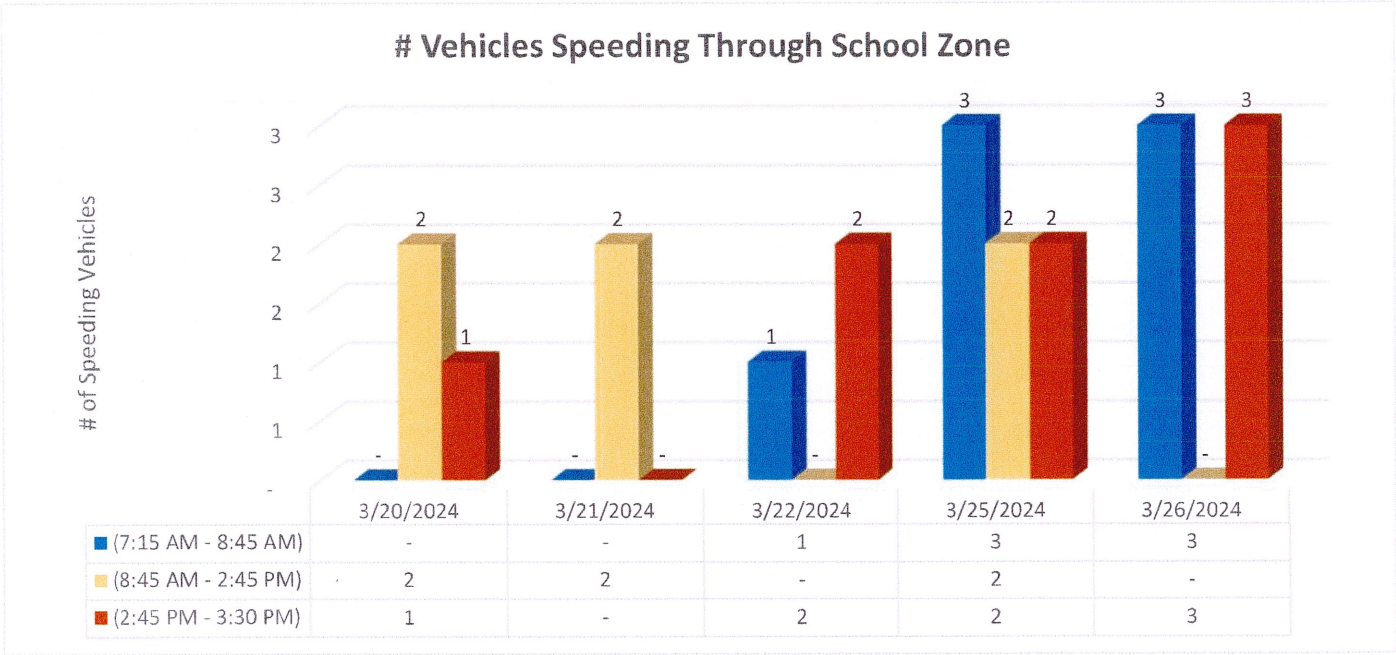
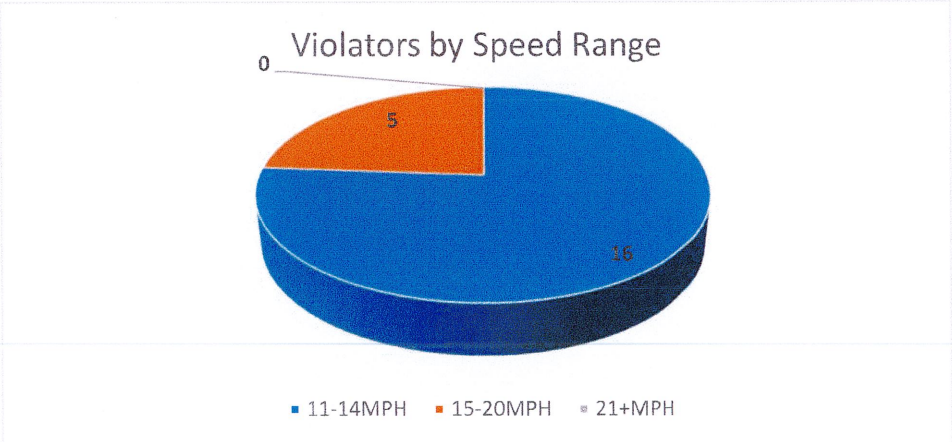


The following graph depicts the speed range breakdown of violators.



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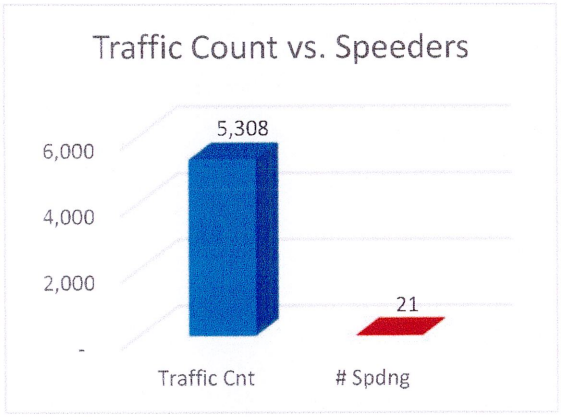
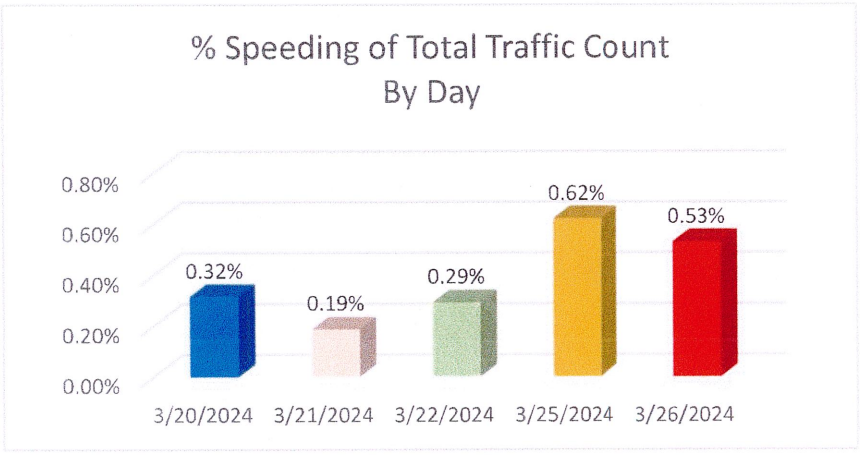
Treasure Island Elementary School
Norh Bay Village, FL : E. Treasure Drive at 79th Causeway
Times: (7:15 AM - 8:45 AM), (8:45 AM - 2:45 PM), (2:45 PM - 3:30 PM)

The total traffic count during the hours (7:15 AM - 3:30 PM) was 5,308. Of those, 21 (.4%) were speeding at 11 MPH+ above the speed limit.



Data indicates a percentage range of .19% - .62% of vehicles traveling through the zone during the hours of (7:15 AM - 3:30 PM) were speeding in excess of 11 MPH+ throughout the week.



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ARMADILLO FIELD WORKSHEET

Police Department: NORTH BAY VILLAGE

POC: _____

Phone# _____

Date Deployed: 3/19/24

Date Removed: 3/28/24

ARM #: 36 Lock Combo # 1434

Street Name: E. TREASURE DR.

School Name: TREASURE ISLAND ELEM

Nearest Cross Street: 71ST CAUSWAY

Facing: S/E

Approaching: _____

Receding: _____

Both: ✓ COMBINE

Lat: 25.84735 Side of Street Arm is on: W

Long: -80.14616

Speed Limit: 25

SZ Limit: 15

SZ Times: 0715-0845/1445-1530 EXP. WED. 1345-1430

Flashers: N

Approaching direction of travel: N

Receding direction of travel: S

Comments: S/N. 9a47c1

ARMADILLO FIELD WORKSHEET

Police Department: North Bay Village

POC:

Phone#

Date Deployed:

Date Removed: 1/25/24

ARM #: ~~40~~ 37 Lock Combo # 4536

Street Name: 79ST CAUSEWAY

School Name: Treasure Island Elem

Nearest Cross Street: E. Treasure Dr.

Facing: S NW

Approaching: ✓

Receding:

Both:

Lat: 25.84813 Side of Street Arm is on: S

Long: -80.14659

Speed Limit: 15

SZ Limit: 30

SZ Times: 0715-0845/1445-1530 Exp. Wed. 1345-1430

Flashers: Y

Approaching direction of travel: E

Receding direction of travel:

Comments: S/N - 9a943b

ARMADILLO FIELD WORKSHEET

Police Department: North Bay Village

POC: _____

Phone# _____

Date Deployed: _____

Date Removed: 3/28/24

ARM #: ~~##~~40 Lock Combo # 4525

Street Name: 79 ST Causeway

School Name: Treasure Island Elem.

Nearest Cross Street: E. Treasure Dr.

Facing: S

Approaching: ✓

Receding: _____

Both: _____

Lat: 25.84786 Side of Street Arm is on: N

Long: -80.14552

Speed Limit: 30

SZ Limit: 15

SZ Times: 0715-0845/1445-1530 Exp. Wed. 1345-1430

Flashers: N

Approaching direction of travel: W

Receding direction of travel: N/A

Comments: S/N-9a7605c

BUSINESS IMPACT ESTIMATE[1]

Meeting Date:	Agenda Item No.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The attached Ordinance authorizes North Bay Village to utilize speed detection systems to enforce certain school zone speeding violations pursuant to Chapter 2023-174 of the Laws of Florida, and accordingly, is necessary to comply with State Law under Chapter 2023-174 of the Laws of Florida. The Ordinance will protect members of the public, especially school children, parents, and teachers commuting to Treasure Island Elementary School, which is located within a school zone that has been determined to constitute a heightened safety risk that warrants additional traffic enforcement measures pursuant to Section 316.008(9), Florida Statutes.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

Direct business compliance costs are not applicable as this is a general ordinance and all businesses are required to comply with traffic laws.

b. New Charges/Fees on Businesses Impacted:

Not applicable as there are no new charges being imposed on businesses who comply with existing traffic laws.

c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this Ordinance as businesses are already required to comply with traffic laws.

Good Faith Estimate of Number of Businesses Likely Impacted:
Not applicable.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

[1] Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement, including but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Vice Mayor Richard Chervony

SUBJECT: An Ordinance Amending Section 8.13 of the Unified Land Development Code to Implement Additional Procedures for Award and Transfer of Density Rights - Sponsored by Vice Mayor Richard Chervony

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RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.13 OF THE UNIFIED LAND DEVELOPMENT CODE TO IMPLEMENT ADDITIONAL PROCEDURES FOR AWARD AND TRANSFER OF DENSITY RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

North Bay Village (the "Village") maintains a program (the “Program”) for transfer of density rights (“TDRs”) pursuant to Section 8.13 of the Village’s Uniform Land Development Code (“ULDC”) and Policy 2.1.13 of the Village’s Comprehensive Plan. The Program awards TDRs on a first-come, first-serve basis, as site plans for projects relying on TDRs are approved. The Program provides that payment for TDRs awarded through the site plan process is made through a payment of 50% of the required Community Contribution Fee within 90 days of site plan approval, and the remaining 50% of the Community Contribution Fee on or before the time of building permit.

The length of time that site plans are valid prior to requiring that a building permit be obtained, both under the ULDC and as may be extended pursuant to state law, has resulted in the de facto banking of TDRs that have not been fully paid for. As shown in the accompanying TDR

Tracker document, the Village has approximately 136.6 TDRs that have not been committed to specific approved site plans under the Program, and the Village's Comprehensive Plan does limit eligible receiving sites, but does not discriminate between receiving sites based on where they are located. Harbor Island contains 92.4 TDRs, while Treasure Island contains 44.2 TDRs. The Village's present TDR Ordinance requires that Harbor Island TDRs remain on Harbor Island and that Treasure Island TDRs remain on Treasure Island. TDRs are valued at $90,000 each if used on non-waterfront lots and $100,000 each if used on waterfront lots.

The Village has current financial needs that could benefit from a change to the Program to allow for the transfer of some or all uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule.

The Village desires to amend the Program in order to provide for one or more competitive processes to enable transfer of uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule, through a Request for Proposals process. Bidders would need to commit at least $90,000 for nonwaterfront TDRs and $100,000 for waterfront TDRs but could offer more for each and could also offer additional public benefits, to be determined by the bidders. As part of this accelerated TDR sales process, the proposed Ordinance would also allow for Treasure Island TDRs to be utilized on Harbor Island and vice versa.

In consideration for the accelerated payment, the Village desires to reduce limitations in the ULDC for award and use of TDRs and provide for a secondary market to allow conveyance of awarded TDRs that go unused either because of limitations in the Comprehensive Plan or due to market conditions.

This accelerated sale of TDRs, depending on where they are utilized, could generate $13.66M or more.

Key dates associated with this item:

1. May 14 - Village Commission – 1st Reading - At this meeting, the Village Commission approved (on a 4-1 vote) 1st Reading of the item, with the change that the administrative fee be changed from $1,500/TDR to $2,500/TDR.
2. May 15 - Planning and Zoning Board - At this meeting, the Board unanimously approved the item.
3. June 11 - Village Commission – 2nd Reading
4. June 12 – Request for Proposals (RFP) for TDR Sales issued
5. June 26 – RFP Responses Due
6. July 9 – July Commission Meeting: an agenda item will include awarding of the TDRs to one or more entities; this meeting would also include an agenda item for the final referendum questions, which would be an item after the RFP award one, so that the Commission could potentially vote to not have any referendum questions at all.
7. July 26 – Referendum Questions due at Miami-Dade County Elections Department

For 2nd Reading, Staff is recommending an additional change from 1st Reading: the requirement that 100% of the funds to purchase the TDRs be provided to the Village within 30 days of TDR award may limit the applicant pool and increase the likelihood that not all TDRs are sold. As a result, the Staff recommendation has evolve so that all funds are due within 150 days of award.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
To be determined, but if all TDRs are sold, this would generate approximately $13.66M.

PERSONNEL IMPACT
NONE

ATTACHMENTS
NBV Transfer of Development Rights Pool Tracker 20240415.pdf
TDR Program Comparison Matrix.png
TDR_Ordinance_-_SR_6-1-24 (1).pdf
Exhibit_A_-_SR_-_6-1-24.pdf
Notice of Public Meeting- MH 6.2.24.pdf

North Bay Village
HEART OF THE BAY

April 15, 2024

North Bay Village Transfer of Development Rights Pool Tracker – Table 1

Village-Owned Property with MFR Development Rights	Area (square feet / acres)	Current Future Land Use Designation	Current Zoning	Zoned Residential Density	Allocated Development Rights @ 70 units/acre	Approved Transfers	Date Approved	Buyer	Transferred to	Development Rights Remaining	TDR Requests (in the pipeline, not approved)
HARBOR ISLAND											
Civic Park	32,169 / 0.738	Parks and Rec	GC	70 du/ac	**51.7**	10.2 [3]	12/12/23	S2 NBV, LLC	7913-7915 West Drive	**41.5**	37 units
Vogel Park	22,400 / 0.514	Parks and Rec	RM-70	70 du/ac	**35.9**	6.8 [1] 16.0 [2] 11.8 [3]	10/24/17 9/28/23 12/12/23	P&O Global Technologies 7940 NBV Partners, LLC S2 NBV, LLC	7918 West Drive 7938-7940 West Drive 7913-7915 West Drive	(27.8) [1] (11.8) **0**	N/A
Sakura	31,734 / 0.728	Commercial	T6-24MU	70 du/ac	**50.9**	None				**50.9**	
Total TDRs remaining/available in Harbor Island										**92.4**	
TREASURE ISLAND											
Galleon Street	48,000 / 1.10	Parks and Rec	RM-40	40 du/ac	**44.2**	None				**44.2**	
Total TDRs remaining/available in Treasure Island										**44.2**	
Total TDRs remaining/available in North Bay Village										**136.6**	

[1] Transfer approved prior to the elimination of development right allocations based on unit sizes (see Ordinance No. 2022-012). By Resolution 2017-093, the Village Commission approved the transfer of 6.8 development rights for 3-bdrm units to 7918 West Drive. Vogel Park area remaining for transfer of development rights calculations per prior regulations: 22,400 sq ft – 5,080 sq ft = 17,320 sq ft (equivalent to a maximum of **27.8** development rights).

[2] Approved via Resolution No. 2023-XX

[3] Approved via Resolution No. 2023-XX

Table 2

Applicant	Project	Address	TDR Request	Approval Date	Resolution No.	Transferred From
P&O Global Technologies	7918 West Drive	7918 West Drive | Harbor Island	6.8	10/24/2017	2017-093	Vogel Park
7940 NBV Partners, LLC	7940 West Drive	7938-7940 West Drive | Harbor Island	16	9/28/23	2023-XX	Vogel Park
S2 NBV, LLC	Marina View	7913-7915 West Drive | Harbor Island	22	12/12/23	2023-XX	Vogel Park (11.8) East Park (10.2)
7927/7931 East Drive Property Holdings, LLC and 7922 East Drive, LLC	Porto La Vie	7927-7931, (7923-7925) and 7922 East Drive | Harbor Island	37			East Park

North Bay Village
HEART OF THE BAY

TDR Program

	CURRENT	PROPOSED
# of TDRs and Transferability	92.4 on Harbor Island (Must stay on HI) 44.2 on Treasure Island (Must stay on TI)	92.4 on Harbor Island (Can be used on either Island) 44.2 on Treasure Island (Can be used on either Island)
$/TDR	$90,000 per non waterfront $100,000 on waterfront	$90,000 minimum per non waterfront $100,000 minimum on waterfront
Timing for Purchase	Purchased at site plan approval	Purchased at July 15, 2024 Commission Meeting
Timing for Payment	50% within 90 days of approval of site plan 50% at building permit	10% within 30 days of award; 90% within 150 days of award
Secondary Market		If applicant's site plan is not approved, applicant sells TDRs to other private party. NBV would collect $2,500 admin fee/TDR

ORDINANCE 2024-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.13 OF THE UNIFIED LAND DEVELOPMENT CODE TO IMPLEMENT ADDITIONAL PROCEDURES FOR AWARD AND TRANSFER OF DENSITY RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, North Bay Village (the "Village") maintains a program (the "Program") for transfer of density rights ("TDRs") pursuant to Section 8.13 of the Village's Uniform Land Development Code ("ULDC") and Policy 2.1.13 of the Village's Comprehensive Plan; and

WHEREAS, the Program awards TDRs on a first-come, first-serve basis, as site plans for projects relying on TDRs are approved; and

WHEREAS, the Program provides that payment for TDRs awarded through the site plan process is made through a payment of 50% of the required Community Contribution Fee within 90 days of site plan approval, and the remaining 50% of the Community Contribution Fee on or before the time of building permit; and

WHEREAS, the length of time that site plans are valid prior to requiring that a building permit be obtained, both under the ULDC and as may be extended pursuant to state law, has resulted in the de facto banking of TDRs that have not been fully paid for; and

WHEREAS, the Village has approximately 136.6 TDRs that have not been committed to specific approved site plans under the Program; and

WHEREAS, the Village's Comprehensive Plan does limits eligible receiving sites, but does not discriminate between receiving sites based on where they are located; and

WHEREAS, the Village has current financial needs that could benefit from a change to the Program to allow for the transfer of some or all uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule; and

WHEREAS, the Village routinely amends the Code to improve the effective implementation of its land use goals, objectives, and policies; and

WHEREAS, the Village desires to amend the Program in order to provide for one or more competitive processes to enable transfer of uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule; and

WHEREAS, in consideration for the accelerated payment and to improve efficiency, the Village desires to reduce limitations in the ULDC for award and use of TDRs and provide for a secondary market to allow conveyance of awarded TDRs that go unused either because of limitations in the Comprehensive Plan or due to market conditions; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended approval to the Mayor and the Village Commission; and

WHEREAS, having considered this Ordinance at duly noticed and held public hearings, the Village Commission finds this Ordinance is in the best interests of the Village.

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

Section 1. Recitals. That the foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Amending Section 8.13 of the Unified Land Development Code. That Section 8.13 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended as set forth in Exhibit "A", attached hereto.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, if being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall become effective immediately upon passage and adoption by the Village Commission on second reading.

PASSED on first reading this 14th day of May, 2024.

PASSED AND ADOPTED on second reading this ___ day of _____, 2024.

_____
Brent Latham
Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF NORTH BAY VILLAGE ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
Village Attorney

First Reading:
Moved by _____
Seconded by _____

Second Reading:
Moved by _____
Seconded by _____

Vote on Final Adoption:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andrew Rotondaro	_____
Commissioner Rachel Streitfeld	_____

Exhibit "A"[1]

§ 8.13 – Transfer of Density Rights (TDR) ***Program.***

Properties in the RM-70 district may request to purchase additional Dwelling Units from North Bay Village, allowing for increased density and height, as follows:

A. *Sending Sites.*

The sending sites shall be land currently owned by the Village. Any and all Village-owned property shall be considered as an eligible TDR sending or donor site. Total transferred density allocation within the Village shall not exceed the total developable potential of the sending sites. ~~Total transferred density allocation on Harbor Island shall not exceed the total developable potential of the sending sites located on Harbor Island.~~ The *Planning and Zoning Official* shall track and keep an official tally of the development rights available for transfer, which shall be updated with each transaction. Except as set forth in subsection E, ~~D~~density rights transfer requests shall be addressed on a first-come, first-served basis. A copy of each update shall be filed by the Village Clerk. Upon issuance of a building permit for a project on an eligible receiving site that utilizes approved transferred units, the Village shall record a declaration of restriction on its property, recognizing the transfer of units and the remaining number of transferrable units on the sending site.

B. *Receiving Sites*.

~~Density rights associated with Village-owned property located on Treasure Island may not be approved for transfer onto property located on Harbor Island.~~ Density Rights from Harbor Island may be and are encouraged to be transferred to receiving sites outside of Harbor Island.

C. *Approval of Transfer of Density Rights and Additional Building Height*.

Except as set forth in subsection E, ~~R~~requests for transfer of density rights shall be made concurrent with site plan review and shall be reviewed pursuant to the same criteria as site plans, provided in Section 5.8 of the ULDC. The resulting density shall not exceed the limitations set forth in the comprehensive plan and this code and building height following the use of transferred units shall not exceed thirty percent (30%) of the ~~base density and~~ maximum building height (including all other available bonuses) of the receiving site. The Village Planning and Zoning Board shall review the request and provide a recommendation to the Village Commission. The Village Commission shall have the authority to approve or deny any additional density and related additional building height during site plan.

D. *Fees*.

1. Except as set forth in subsection E, ~~T~~the applicant shall pay a Community Contribution Fee~~s~~ per transferred density right (equivalent to one Dwelling Unit) to North Bay Village within 90 days of site plan approval by the Village Commission in accordance with the Village's adopted Fee Schedule, as may be amended from time

[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 directed by the Commission at second reading are indicated by a **bold underline** or ~~**strikethrough**~~.

to time, as follows:

a. Fifty percent (50%) of the total assessed Community Contribution Fee shall be payable within ninety (90) days of Commission approval of site plan.

b. Fifty percent (50%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit.

2. Payments of Community Contribution Fees for transferred density rights shall be nonrefundable.

3. Should the Site Plan approval expire, the transferred density rights shall revert to North Bay Village, except as provided in subsection E below.

4. Community Contribution Fees collected according to the TDR program shall be utilized by the Village for the purchase of future Village parks, land for additional public Open Space, other public amenities, or infrastructure projects.

5. The number of Dwelling Units that the applicant must purchase to achieve the desired density shall be derived from the following calculation:

(number of dwelling units at total density including TDR allocation) minus

(number of dwelling units allowed according to base density) equals

(number of units that must be purchased)

6. Community Contribution Fees shall be reviewed annually by the Village Commission on the recommendation of the Village Manager during the budget process.

E. *Window for Transfer of Uncommitted TDRs.*

1. *Competitive Process*. At any time and for any reason, the Village Commission may open a competitive process to accept proposals for conveyance of TDRs the Village owns that have not been approved for transfer in connection with an approved site plan. The competitive process shall be publicly noticed, and any Village property owner shall be entitled to submit a proposal. The process shall set forth the terms of evaluation of proposals, but in no event shall the cost component of proposals be accepted if they are for less than the then-applicable Community Contribution Fee. The Village may award some or all of its available TDRs to one or more proposers, or to one or more properties of any individual proposer, and may award more TDRs ~~than~~ to a property than the maximum total density permitted in the comprehensive plan.

2. *Payment*. The process shall set forth a date upon which the cost of awarded TDRs shall be paid to the Village, which in no event shall be more than one-hundred-fifty (150) ~~thirty (30)~~ days from the date of award. Once payment of the full amount is made on or before the due date set forth in the competitive process documents, awarded TDRs shall be transferred to the property owned by the awarded proposer. If the awarded proposer does not make timely payment on or before the due date, the award shall be forfeit and the Village may terminate the competitive process or award such TDRs to the next highest ranked proposer.

3. *Records*. As a condition of transfer, the Village shall record a declaration of restriction on its property, recognizing the awarded TDRs and the remaining number of TDRs on the sending site, if any. The *Planning and Zoning Official* shall track and keep an official tally of the awarded TDRs to each property.

4. *Subsequent Conveyance of TDRs*. In consideration of the accelerated payment of costs for TDRs through any award under a competitive process, transferred TDRs may be conveyed to any eligible receiving site under this Section 8.13 for use in connection with development, subject to the limitations set forth in the comprehensive plan. As a condition of conveyance, any conveyor of TDRs shall (a) pay the Village $2,500 ~~$1,500~~ per conveyed TDR as an administration fee; and (b) record a declaration of restriction on its property acceptable to the Village Attorney, recognizing the conveyed TDRs and the remaining number of TDRs on the conveying site, if any. The *Planning and Zoning Official* shall track and keep an official tally of TDRs, including the property they are conveyed from and the property they are conveyed to.

5. *Site Plan*. Irrespective of an award or purchase of TDRs under this subsection, any development in the Village shall be subject to site plan review and approval by the Village Commission, and any other necessary approvals as required by this ULDC, and no award or purchase of TDRs recognized in this subsection shall be construed as entitling an applicant to site plan approval for a specific number of units, height, or floor area. Owners of TDRs which acquire TDRs through this subsection shall be limited to the maximum density permitted under the comprehensive plan and this code for a given property at time of site plan approval irrespective of how many TDRs they may own or have assigned to the property in the record maintained by the *Planning and Zoning Official*.

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

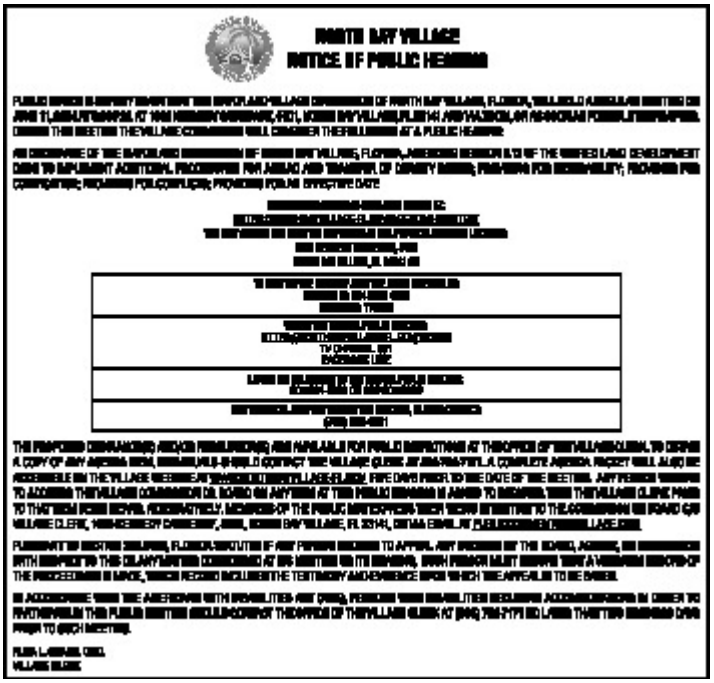
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
31421	558085	Neighbors Notice of Public Hearing - June 11th Meeting	Notice of Public Hearing -	$640.00	3	4.68 in

Attention: Alba Chang
CITY OF NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY #300
North Bay Village, FL 33141

villageclerk@nbvillage.com



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN that the NORTH BAY VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JUNE 11, AT 7:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA 33141 AND THEREAFTER, OR AS SOON AS POSSIBLE THEREAFTER, DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE NORTH BAY VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 6.12 OF THE UNIFIED LAND DEVELOPMENT CODE TO IMPLEMENT ADDITIONAL PROCEDURES FOR ANNUAL ALLOCATION AND TRANSFER OF DENSITY UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

[redacted]

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, RESOLUTION OR ORDINANCE, PLEASE CONTACT THE VILLAGE CLERK AT 305-756-7717. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE.COM FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANYONE WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC MEETING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ADDITIONALLY, MEMBERS OF THE PUBLIC WISHING TO PRESENT WRITTEN TESTIMONY TO THE COMMISSION OR BOARD CAN VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT VILLAGECLERK@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 PLANNING/ZONING COMMISSION AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST RECEIVE FIRST 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) 756-7717 NO LATER THAN FOUR BUSINESS DAYS PRIOR TO SUCH MEETING.

RUBEN A. ARRIAGA, ESQ.
VILLAGE CLERK

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:
Publication: Neighbors
2 insertion(s) published on:
06/02/24

Affiant further says that the said Neighbors is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s).The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 3rd day of June in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: A Resolution Adopting the Treasure Island Parking Analysis Conducted by BCC Engineering and The Corradino Group - Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING THE TREASURE ISLAND PARKING ANALYSIS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Village hired BCC Engineering and subcontractor The Corradino Group under its General Professional Engineering and Architectural Services Agreement dated November 6, 2019, to prepare a comprehensive parking analysis for Treasure Island. The study includes five tasks that would build a base of information about parking on Treasure Island and recommend productive objectives for managing parking on the island. The five tasks are listed below.

1. Public Involvement
2. Existing Data Acquisition & Primary (new) Data Acquisition
3. Parking Analysis
4. Parking Strategies
5. Treasure Island Parking Plan

The consultant designed the tasks to provide a method for a fact-based assessment of the existing conditions, an evaluation of potential future development, and an assessment of the residents' stated experiences and preferences.

The facts, people's experiences, and desires were combined to develop practical, efficient, and implementable parking infrastructure plans and management strategies that align with the realities of parking on Treasure Island.

The study team has completed analysis of the parking data and has five recommendations to present to the Village administration for review and adoption. The recommendations are as follows and are detailed in a draft report (see attached):

1. Paid On-Street Parking and Residential Permit Program
2. Amend Zoning Code Parking Requirements
3. Static Wayfinding
4. On-Street Capacity Enhancement
5. Public–Private Partnerships

A Power Point presentation is also included with summary of findings (see attached).

Staff recommends that the commission review the recommendations with a view to adopting them for implementation on Treasure Island.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Adopting the TI Parking Analysis .DOCX
Treasure Island Parking Study Draft Report
North Bay Village Parking Study-Presentation PPT-1.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING THE TREASURE ISLAND PARKING ANALYSIS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing general professional engineering and architectural services (the "Services"); and

WHEREAS, on October 15, 2019, the Village Commission adopted Resolution No. 2019-061 approving the rankings of respondents to the RFQ and authorizing the Village Manager to negotiate an agreement with BCC Engineering, LLC (the "Consultant"), as one of the top-ranked Consultants; and

WHEREAS, on October 16, 2023, the Village Commission adopted Resolution No. 2023-127, authorizing the Village Manager to hire the Consultant to conduct a parking study in Treasure Island in order to improve quality of life, economic viability of commercial areas, and development opportunities; and

WHEREAS, the Consultant, in coordination with its subconsultant The Corradino Group, has completed a Treasure Island Parking Analysis (the "Analysis") for delivery and implementation, and staff respectfully recommends that the Village Commission adopt the Analysis, a copy of which is on file with the Village Clerk's office; 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. Adoption. That the Village Commission hereby adopts the Analysis prepared by the Consultant.

Section 3. 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 Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE
EST. 1945

Treasure Island

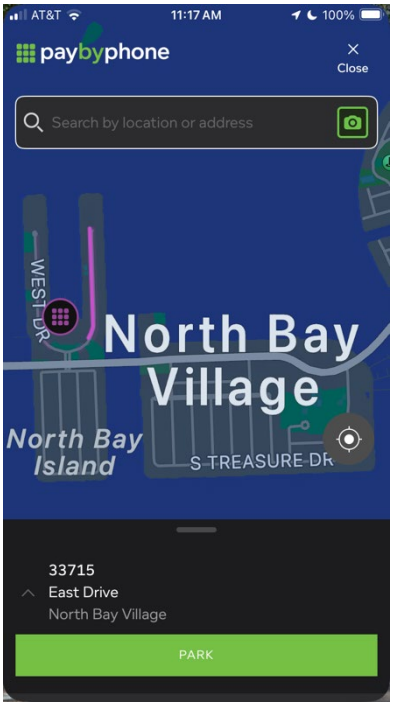
Comprehensive Parking Analysis

June 2024











THE CORRADINO GROUP
Engineers • Planners • Program Managers • Environmental Scientists
Helping communities since 1970

back of cover

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North Bay Village, Florida



This document was prepared for North Bay Village by The Corradino Group

June 2024

Introduction and Project Overview

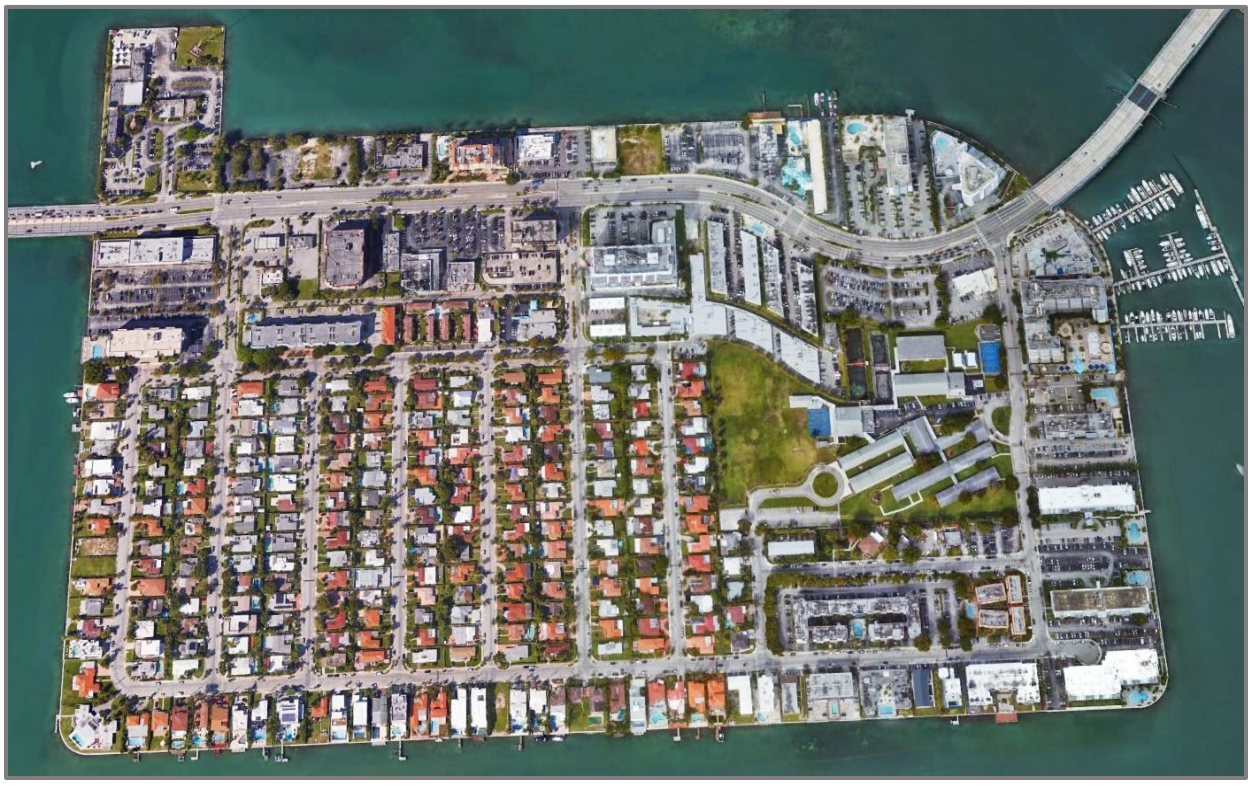


Parking availability and utilization on Treasure Island is one of the most apparent characteristics that affect the daily life of the island's residents and visitors. Where supply and demand become misaligned, economic, educational, and recreational opportunities become inhibited, and the quality of life of residents becomes strained. The diversity of land use, while providing for excellent walkable community fabric, also can exacerbate impacts from unmanaged parking demands that exceed parking supply within walk sheds. Many of the land uses on Treasure Island are legacy uses that were constructed at a time when parking requirements were significantly less than what the current demands for parking spaces are.

To improve the quality of life, economic viability of the commercial areas, and development opportunities, a parking study is requested to define the parameters and develop parking management strategies that will accomplish these goals.

The parking study accomplishes three objectives:

1. To determine how much parking is available on Treasure Island;
2. How the parking supply is being utilized and whether and where demand exceeds capacity;
3. To identify feasible management strategies that address parking deficiencies and that are satisfactory to residents and businesses



Overview of Scope of Work

The Corradino Group was hired on behalf of North Bay Village to prepare this comprehensive parking analysis for Treasure Island which is the eastern island of the three islands in northern Biscayne Bay that comprise North Bay Village.

This study includes five tasks that built a base of information about parking on Treasure Island to recommend productive objectives for managing parking on the island. The five tasks are summarized in the side chart.

These tasks have been designed to provide a method for a fact-based assessment of the existing condition, an assessment of potential future development, and an assessment of the residents' stated experiences and preferences.

Together: the facts, people's experiences, and people's desires will combine to develop effective, efficient, and implementable parking infrastructure plans and management strategies that align with the realities of parking on Treasure Island.

The kick-off meeting was held on November 29, 2023, as an in-person public meeting at North Bay Village Hall. The first steering committee meeting was held as a virtual public meeting on January 18, 2024.

Existing data collection also began in January 2024. Resident, business owners, and employees' opinions of their parking needs experiences, and opinions about management strategies were collected through an online survey instrument that ran from February 1 to March 15, 2024, in which 178 surveys were received.

Parking accumulation and duration data were collected by the method of flying drone aerials for Treasure Island on Wednesday, February 7, 2024; and Saturday, February 17, 2024, from 8:00 a.m. until 7:00 pm, in 2-hour passes.

The analysis and draft recommendations were performed during April 2024 and provided to the Village administration, after which the second Steering Committee meeting was held for review and input in May 2024.

In June 2024, the final report is to be presented to the Village Commission for review and recommendation.

Task 1
Public Involvement
- Kick-off meeting, Nov. 29. 2023
- Steering Committee Meeting January 18, 2024

Task 2a
Existing Data Acquisition
- existing parking inventory
- existing land use
- land development regulations

Task 2b
Primary (new) Data Acquisition
- resident & business preference survey
- weekday & weekend parking occupancy

Task 3
Parking Analysis
- existing on-street parking needs
- existing off-street parking needs
- future parking needs

Task 4
Parking Strategies
- need for parking capacity
- location for additional capacity
- parking management strategies

Task 5
Treasure Island Parking Plan
- Draft plan – May 2024
- Steering Committee review
- Final Plan – May 2024
- Village Commission – June 2024

Public Involvement

Kick-Off Meeting

The kick-off meeting was held on November 29, 2023, as an in-person public meeting at North Bay Village Town Hall. Joe Corradino and Jerome Ross of The Corradino Group presented a brief overview of the study objectives, tasks, and timeline, and then responded to questions. North Bay Village staff was in attendance as well as residents of Treasure Island. The Village appointed Treasure Island Parking Study Steering Committee members.



Steering Committee Meeting #1, January 18, 2024

The Treasure Island Parking Study Steering Committee was established to guide the overall direction of the work and to facilitate consensus toward the implementation of the recommendations of the study. The steering committee includes:

- Jose Parada, Treasure Island resident
- Jonathan Castro, Treasure Island resident
- Joseph M Corradino, The Corradino Group
- Mark Alvarez, The Corradino Group
- Alex Vazquez, BCC Engineering
- Ralph Rosado, Village Manager
- Delroy Peters, Village Engineer / CIP Manager



The Steering Committee meetings are open to the public and will have agendas that are focused on task-relevant problem-solving and decisions. The first steering committee meeting was held as a virtual public meeting on January 18, 2024. Mark Alvarez and Jerome Ross of The Corradino Group presented a detailed review of the study timeline, as well as initial findings regarding land development regulations, new developments, an understanding of parking issues as heard at the kick-off workshop, and an initial menu of context-sensitive methods to address parking issues on Treasure Island. TCG also presented the methods for data collection and user surveys that would be used. The Steering Committee provided input and ideas for refinement of the issues and strategies to address them. Input included:

- There is not enough parking in the condominium/apartment area on the east side of Treasure Island.
- They note that short-term rentals in the condominiums may also bring even more cars to park, as the short-term rentals often bring more vehicles than the owner/residents.
- Where the condominium residents cannot find enough parking, they encroach on the streets of the single-family area that is west of Jewel Avenue with concentrations along South Treasure Drive and Mutiny Avenue.
- One of the problems is with work trucks parking on the street for long periods.

- Residents of the single-family area also note that they see vehicles that they believe are from drivers outside of the Village that park on Treasure Island streets for long periods, either going to destinations in Miami Beach or perhaps to the airport of other locations. Referring to this as "ghost parking", they believe some may use this as long-term parking for the airport.

Additional Community Input

Additional input was received by e-mails from:

Edward Landron, January 19, 2024: regarding on-street parking pavement markings and the construction of additional parking on the island. *"Hello, I have been a resident of North Bay Village for just over two years. It is a fantastic community and a place that I see myself going forward. However, parking has become problematic and is an eyesore to this beautiful community, so I have a couple of suggestions that might alleviate the congestion and put some organization back into parking. 1) Repaint parking areas or spaces on the street: We have all seen people who have taken up more than one spot. It becomes annoying and reduces the spots that are badly needed. By painting the spots, they will have a better idea of how to park. Also, I would not be against the idea of submitting fines for improper parking. 2) build a parking garage for the residents of North Village: This can be a mixed-use building with rental storefronts, and car charging areas, and be a safe place for Harbor Island vehicles during a storm. I would gladly pay for a service that allows me to park a second vehicle or guarantee a spot to park. We all noticed that there is a difference between the east side of the island compared to the west side. Therefore, I believe that repainting all the spots will benefit the west side of the Island more. Having a parking garage on the east side of the Island will alleviate the congestion on that side. Those are my thoughts, so let me know what you think. Thanks for your time, Eduardo Landron"*

Susan Swartz, April 13, 2024: regarding opposition to a parking permit program. *"Hello. I missed the study but want to get my voice in. I live on Adventure Ave, and I am opposed to enforcing parking permits. I have gatherings at my house and limiting parking on a residential / houses-only street with ample parking would be a huge nuisance, and as I see it, unnecessary. There has never been any issue on this street finding parking for residents or friends. I know that near the apartments, it is different and perhaps if you choose to add permits - it could only be on streets with parking issues but not on the streets with only houses and no parking issues. Thank you."*

Steering Committee Meeting #2, May 17, 2024

The study data, findings, and draft recommendations were presented to the NBV Parking Study Steering Committee on May 17, 2024. The Corradino Group presented to the committee members from 1:00 pm to 1:30 pm, and then received comments and answered questions. The Steering Committee's input was noted for the subsequent finalization of the report. Several comments of note included:

- The residents' parking program was a generally good idea; however, they felt that there should not be a fee for the program
- The Steering Committee members were concerned about the ability of residents' guests to conveniently park in the neighborhood without parking costs. They suggested that there needs to be a solution and suggested that this may be better accomplished through the parking application, whereby, residents can register their guests in a similar manner to the City of Miami Beach parking

application. With this comment, the Steering Committee members also thought that an app-based resident program may be better than hang tags.

- The Steering Committee members thought that the paid parking costs were too high but agreed with the concept of using pricing to manage demand.
- Steering Committee members provided that a larger capacity solution was needed. They suggested revisiting prior efforts that some of the condominium associations had investigated to fund a parking structure at Galleon and East Treasure Drive on Village land.

Town Hall Meeting: May 21, 2024

On May 21, 2024, a publicly advertised Town Hall Meeting was held at Village Hall to discuss the parking study and draft recommendations before presenting recommendations to the Village Commission. The meeting started at 6:00 pm and adjourned at 8:30 pm.

A summary of the meeting minutes is provided below. The PowerPoint presentation for this meeting is included in Appendix A, and the full transcript of the meeting is included in Appendix B. Participant questions, comments, and responses are listed below. Repeated questions and comments are written once.

Question: Have we addressed parking intrusion by the employees of the Treasure Isle Care Center (TICC) on North Treasure Drive and Mutiny Avenue?
Response: Yes, parking intrusion from business employees into the residential streets will be addressed through the paid parking and residential permit program recommendations; whereby employees will have to pay for street parking. With this incentive, we expect them to park in spaces within the TICC grounds.

Question: Would single-family area residents get guest passes or day passes for their guests?
Response: Yes, there would either be guest passes, or on certain holidays and other days there could be free parking.

Question: I noticed that there is a price of $100 for resident's parking passes.
Response: There is a sliding scale disincentive even for residents to register too many cars which impacts the availability of space for their neighbors. The program is to provide parking for the first car for free or only an administrative fee. Assuming that a resident can park at least two cars on their property, they will have access to one free on-street space, but more than that will cost an additional fee as a disincentive to use to help save space on streets with limited parking availability.

Question: Is it correct that single-family homes will have to pay to park their car in front of their home?
Response: No. the first car is free or just a small administrative charge. For more than one-street space per residence does have a sliding-scale price disincentive.

Question: The maximum parking limit is 72 hours, but the County ordinance requires 24 hours; we have the regulations, and we need to enforce what the rule already is.
Answer: We recommend that 72 hours is a better limit for residential areas where people may not move a car every day, especially as more people work from home.

Comment: We don't want to penalize our condominium neighbors. We want to keep out people from outside the Island from parking here.

Comment: We kind of have it on both ends. We have the rehabilitation center and then we have the houses and apartments that don't have parking. Our street gets very busy. I mean, I have enough parking for my vehicles, but if I have somebody come over past 8 o'clock, there isn't room.

Comment: I'd rather spend the money for residential parking permits toward closing the streets and having guard gates.

Comment: Identified as a condominium resident: We have extremely limited parking here. My household has 3 vehicles, so we have 2 vehicles to park outside. Right now, I find street parking wherever I can, which is normally available. If I have guests over, parking becomes complicated. The pricing is too steep because when I was living in downtown Miami in a more metropolitan area than here in North Bay Village, the monthly fee for parking on the street was $75 a month, and that's in a very dense area.

Comment: We're just doubling monthly costs. Extra money every month just to be able to park in the street which was free before; free and uncomplicated parking is one of the reasons I decided to move to North Bay Village instead of staying in a downtown area.

Comment: Parking spots are narrow, and I have 1 vehicle and 2 motorcycles. I'll be happy to pay for a closed garage near my home where I can store them.

Question: Why not have some of these very large buildings on the East Treasure waterfront take care of their parking situation for their residents because they have the most residents and they're being treated as individual homeowners? Several 100 extra parking spaces will be constructed as part of the Shoma development that will be open to the public and residents.

Answer: The Village Manager confirmed that the Shoma development includes 244 additional spaces that will be available to the public.

Question: Why use a hang tag? Being visible might help us going forward, but it seems a little outdated and it might be better to have an electronic tag system where residents submit their tag information to an electronic database so that they are not ticketed. Then when they have guests, they can go into an app and plug in some type of code with their guest tag so that the guests can park as well without being ticketed. When I lived in South Beach, I think I paid an annual fee to be able to park my car and I could register my guests.

Answer: We can alternatively use the current Pay-By-Phone parking application that the Village uses and set up the program electronically. It will be more efficient, and visitor issues will be addressed. It is up to the residents.

Question: Is there a way to have a partial resident permit program because there are some areas that don't have any problem?

Answer: The permit program will not work because people will walk from the paid parking areas to the free area. It's better to implement paid parking and the resident program on the whole island.

Comment: We pay the overhead of a single-family home, taxes, and all that comes with it. After a 14-hour road trip, I come home to have to wait another 2 hours outside my house. I had to

call the police to have somebody towed because I couldn't get in my driveway. That's not fair. I definitely would agree with this gentleman to put in a guardhouse.

Comment: Address the problem of cars coming from the retirement home that has a parking lot.

Comment: Also, we need to address how we deal with parking because whatever designs are chosen for the streets are going to are going to affect the parking situation.

Response: Thank you for bringing up the roadway improvement project. One of the reasons we conducted the parking study now before designing the streets is to understand what the needs are and to come up with solutions before we propose a street design that might exacerbate the problems. The last thing we wanted to do is design new roads that are going to take away street parking that we need. So that's why the parking study is a precursor to the roadway redesign component of the infrastructure plan. *(Commissioner Streitfeld)*

Comment: I reside in the townhomes. on East Treasure Drive. The high-rise buildings across from us have a lot of vehicles. Suddenly we have an influx of motorcycles and scooters, and they take up one whole area of the street, so we've lost parking. Regular cars have no place to park.

Comment: The townhomes on East Treasure each have a driveway, and recently all of a sudden, we got tickets. I've lived here for 40 years. We've always been able to park in front of our driveway. That street was suddenly painted all yellow. Some of that has been resolved; thankfully, the Village repainted white paint in front of the driveways.

Response: There were some preliminary conversations with Miami-Dade County to inquire about what the process would be to install guard gates. We would need to initiate a poll, like a referendum that would go out to all of the homeowners. There's a threshold of support that would be required from all of those homeowners, so we would need to do some organizing: knocking on doors and having some community meetings to get people on board to support the Guard Gate scenario because it would come with a special district cost. The residence owners within the designated area would have to share those costs. There was also a discussion about the feasibility, and you make a really good point that we have on the east side of Treasure Island, a very interesting mix of uses. Where you get past Galleon Street to Mutiny Avenue, it is exclusively single-family up to North Treasure Drive. There are many entrances to the single-family area on Treasure Island, and there would need to be multiple guard gates so the cost would increase. I'm not saying it's dead in the water because we have had preliminary discussions and I'm certainly hearing that there is a need for it. Because it would be such a long process, maybe there are better solutions that are available to us now.

I'm hearing that we need more enforcement. Having our license tags in a program so that officers know who lives here and what car belongs to what person so that we can easily register our guests and we want our neighbors to be able to park in our neighborhood. We don't have an issue with our neighbors. It's the people who are coming from outside who are abusing our residential area. *(Commissioner Streitfeld)*

Comment: I've been a resident since 2008 and I am one of the very lucky people that live in an older condominium that offers enough parking for everyone. What I keep hearing is that we have 2 parts of this. We don't want to be neighbors against neighbors, and to be policing

against our neighbor. Asking us to pay damages our relationships, and also landlords have to lower your rent because it has to cover the parking space that the person is going to pay for on the street. That lowers the property value for investors. There are so many aspects to this conversation. Developers are coming; there's high density and new code. What's impacting our daily living is we want to live a peaceful, neighborly life.

Comment: We're doing this parking study, and we have a Commission meeting in June. Is there a deadline for this decision-making from the Commission? A garage will be fabulous for safety. And I don't believe in blaming the condo renters and neighbors who have no choice but to park. I see the people showing up in the scooters and skateboards, It's the infrastructure that's not working.

Comment: I want to maximize our parking. There are markings on the ground that allow a certain amount of space for each vehicle. It gets frustrating when I come home, and I see somebody in the middle taking two spots. We need to maximize our spots.

Question: Is there any chance that there could be a parking structure attached to the soccer facility?

Answer: Good question. It's our 2-story community center with a community garden and gathering space on the roof. It has a full-size soccer field and 5 practice fields that are multi-use for different sports. There will be bleachers. My question for the group is, on the property that the Village owns on Galleon Street, where our public works facility is and the only property that we own, if your choice is a community center with a rooftop community garden or a parking facility? Raise your hand if you would prefer a parking facility. If it's a community center, they would still need to have parking. For everybody on Zoom: about 50% of the people in the room said that they would prefer to have a parking facility and that is very informative. Thank you. We are going to be redesigning Galleon Street and doing the angled parking, so we'll pick up more parking spaces. We're going to be relying on the additional 244 spaces that are going to be in the new garage at the Shoma project. It'll be the public's garage and residents will be able to park in that garage and walk across the street to Caribbean Towers or to the townhouses to visit their guests or to park there. *(Commissioner Streitfeld)*

There were additional discussions at the end of the meeting regarding trash collection, public works operations, a new Village Hall facility, the Community Center and its funding agreements, and police enforcement of state and county laws regarding blocked driveways.

Final Presentation to the North Bay Village Commission: June 11, 2024

The final study and recommendations will be presented at a public meeting of the Mayor and Commission of North Bay Village for comment and adoption as an implementable plan.

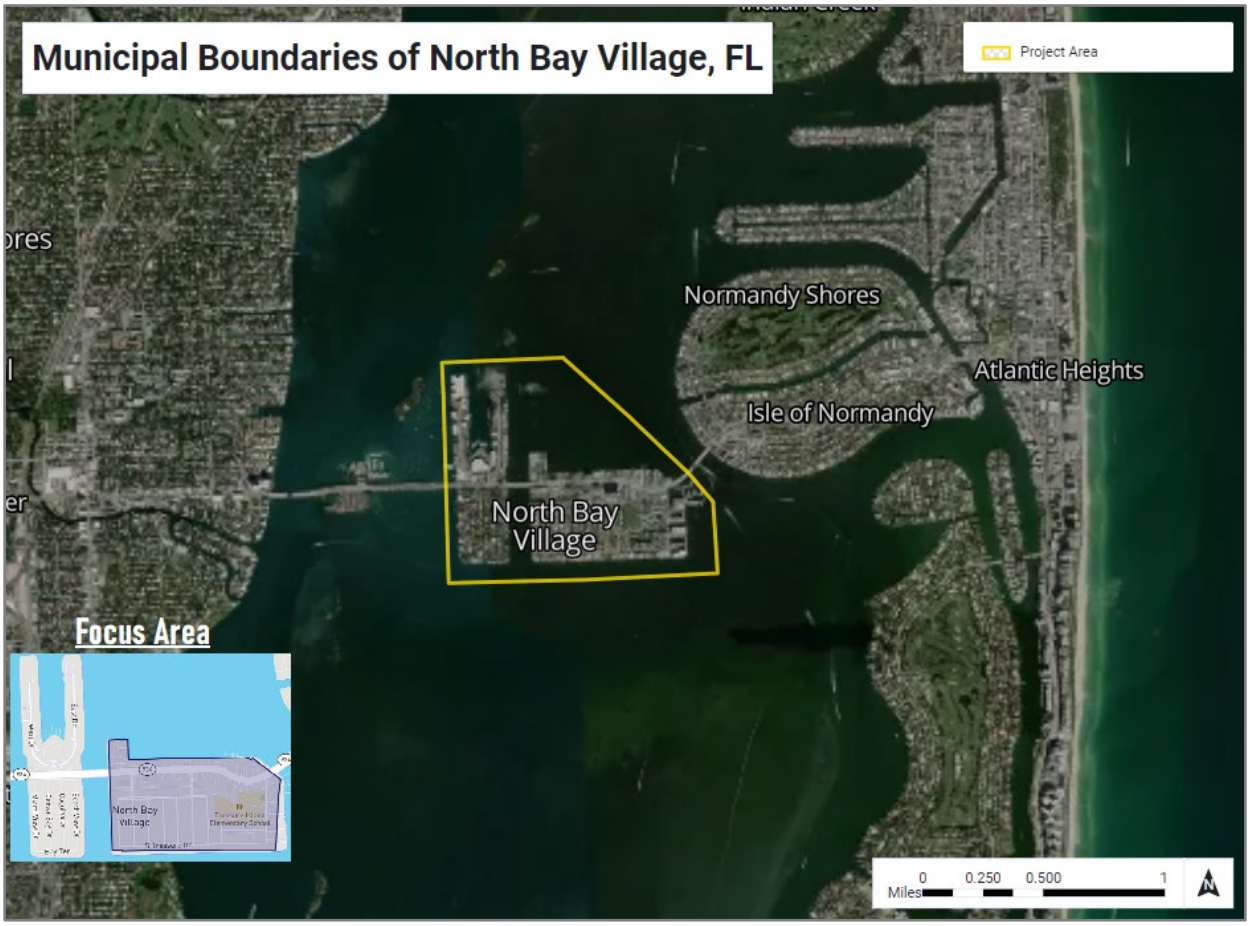
The PowerPoint presentation for this meeting is included in Appendix C.

Existing Conditions

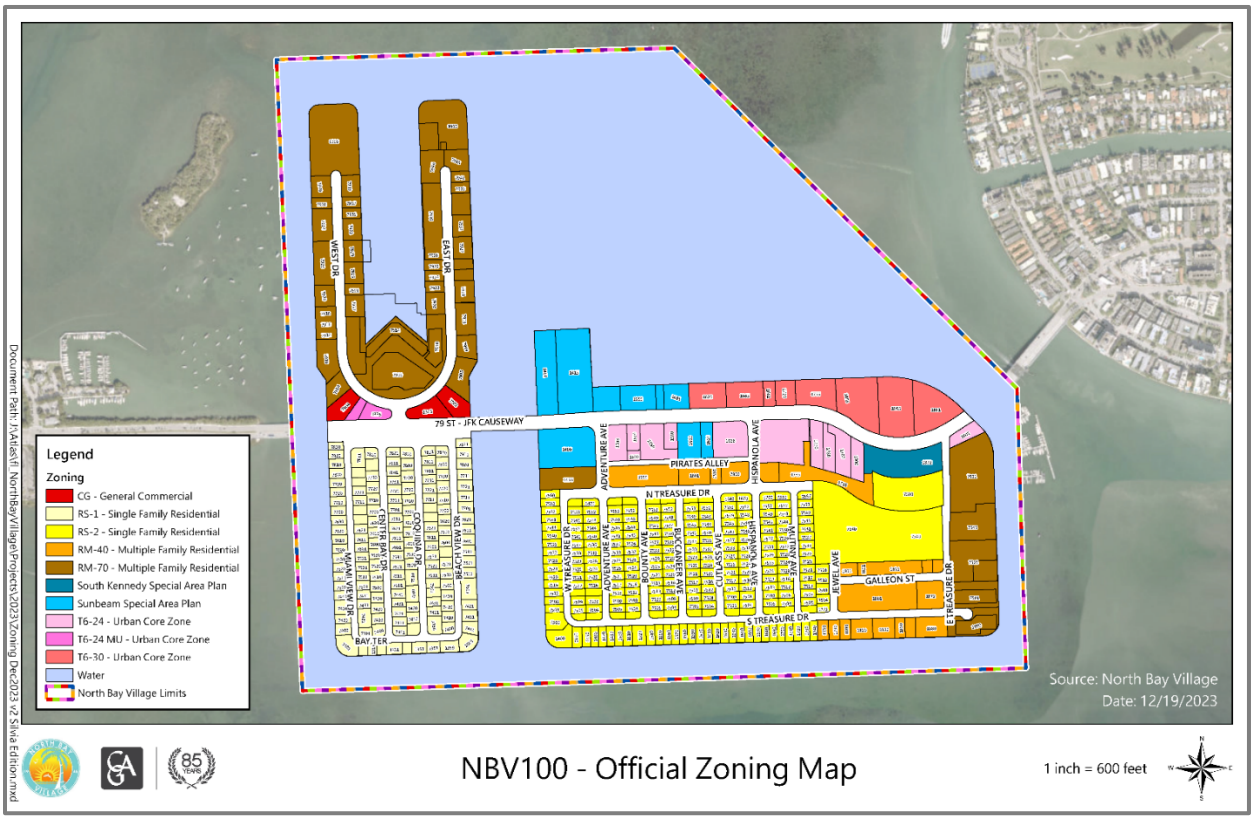
Geography

North Bay Village is comprised of three main islands: Harbor Island and North Bay Island comprise the western portion of the Village and Treasure Island is the eastern portion of the Village. For this study, we will be analyzing Treasure Island. Treasure Island consists of 150 acres of land area surrounded by Biscayne Bay. It is almost entirely built out with a diverse mix of single-family homes, multi-family condominium buildings, civic uses, and a growing commercial presence.

Treasure Island has an excellent walkable community fabric, this can be attributed to its high number of pedestrian safety measures such as ample sidewalks, traffic calming installations, and easy connectivity between the more commercial Kennedy Causeway and the more residential zones. The Village's Zoning Map helps depict the landscape of Treasure Island.



Land Development Regulations – Zoning

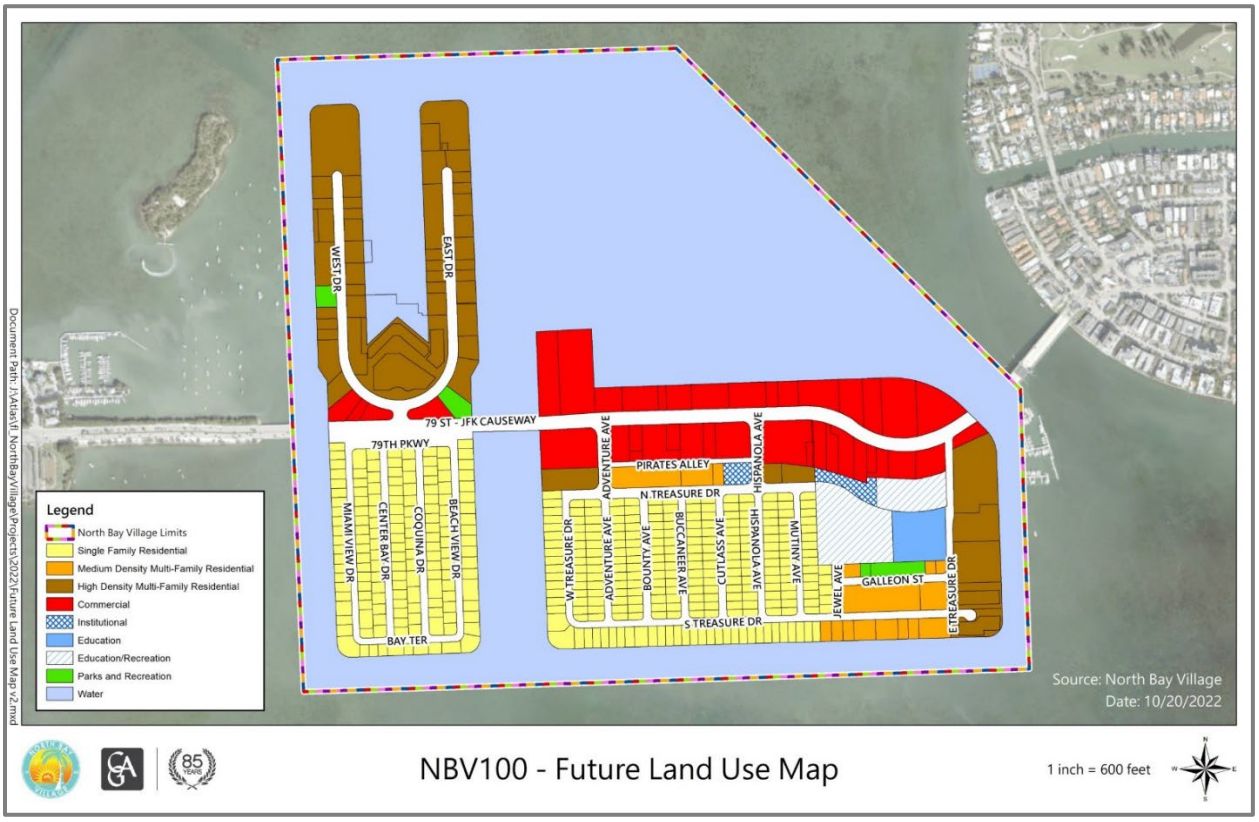


A large portion of Treasure Island is comprised of single-family housing, and it is the only land use in the southwest section of the Island. The area along the Kennedy Causeway is the economic heart of the island with commercial and civic buildings along both sides of the road. The Sunbeam project comprises the northwest section of the island and is anticipated to have a significant positive impact on the Village. The seven zoning districts on Treasure Island are summarized in the table below. Parking requirements are regulated by specific uses in the commercial districts.

Treasure Island Zoning Regulation Summary

Zoning District	General Land Use	Maximum Density	Building Height	Parking Requirements
RS-2	Single Family Residential	6 DU/ac.	3 stories	2 per DU
RM-40	Multi-Family Residential	40 DU/ac.	4 stories	Micro-Unit & Efficiency: 1.25 1 bedroom: 1.25 2 bedrooms: 1.75 3+ bedrooms: 2.25 Ea. bedroom more than 3: 0.5 All plus 10% for guest parking
RM-70	Multi-Family Residential	70 Du/Ac.	150 ft.	
T6-24	Urban Core Zone	150 DU/ac.	240 ft.	varies by function
T6-30	Urban Core Zone	150 DU/ac.	300 ft.	varies by function
SAP	Sunbeam Special Area Use Plan	150 DU/ac.	per SAP	5,000
SAP	South Kennedy Special Area Use Plan	150 DU/ac.	Per SAP	750

Land Development Regulations – Future Land Use

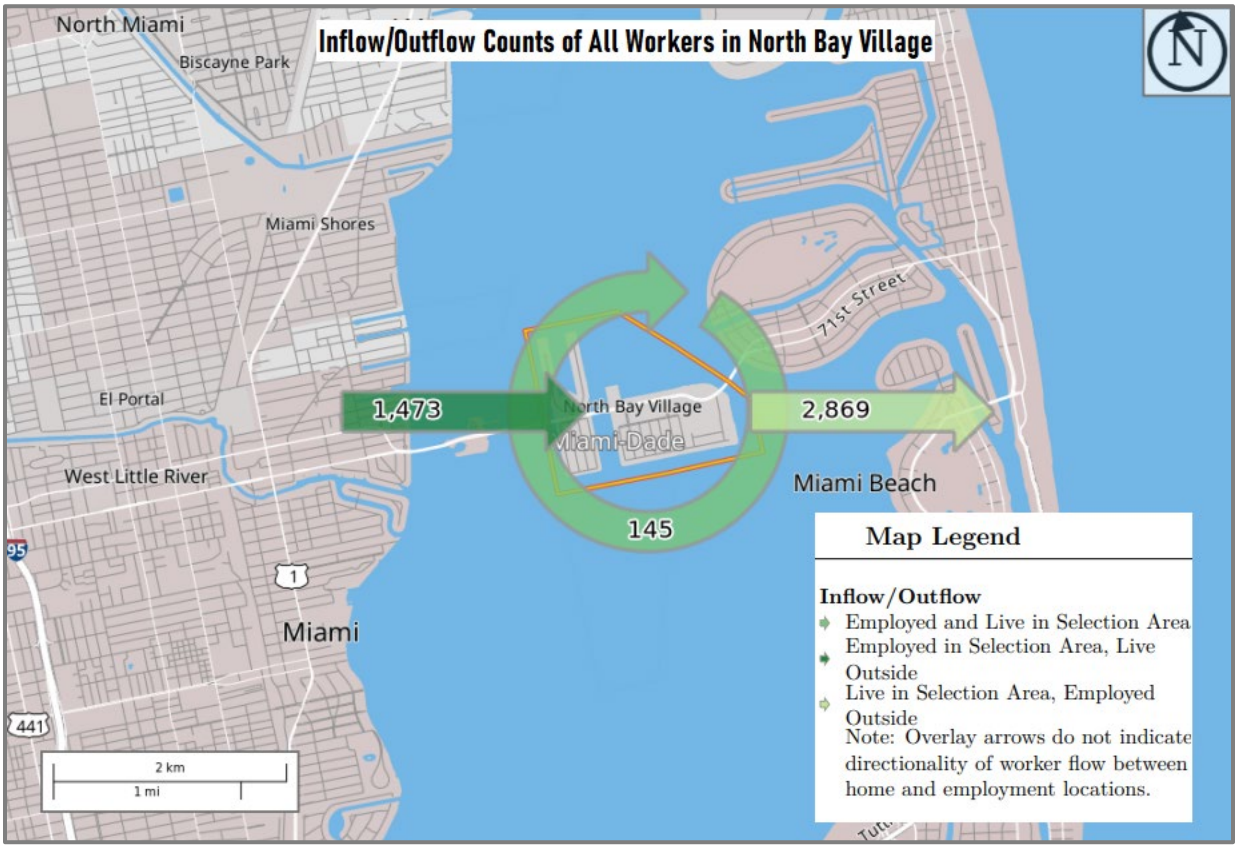


The Future Land Use Map (FLUM) generally reflects the anticipated growth patterns, noting that the Commercial designation along Kennedy Causeway will continue to be developed as mixed uses that are included in the FLUM designation, through Special Areas Plans (SAP) that are shown on the zoning map. The SAPs incorporate residential, hotel, retail, office, and entertainment components in varying mixes. Some mixed-use developments may offer public, paid parking to off-site residents as well as on-site residents and patrons. The FLUM also depicts land protected for parks and adds more space for high-density residential uses. Noting the pattern of mixed-use development, the table below shows the existing land use and potential future of Treasure Island with mixed uses developing in the Commercial Land Use Designation.

Treasure Island Existing and Potential Future Land Use Breakout

Land Use	Single-Family Residential	Multi-Family Residential	Mixed Use	Commercial Only	Civic & School	Hotel Only	Total
Existing	54 acres 36%	38 acres 25%	4 acres 3%	26 acres 16%	24 acres 17%	4 acres 3%	150 acres 100%
Potential Future	54 acres 36%	38 acres 25%	34acres 22%	0 -	24 acres 17%	0 -	150 acres 100%

Employment Inflow / Outflow

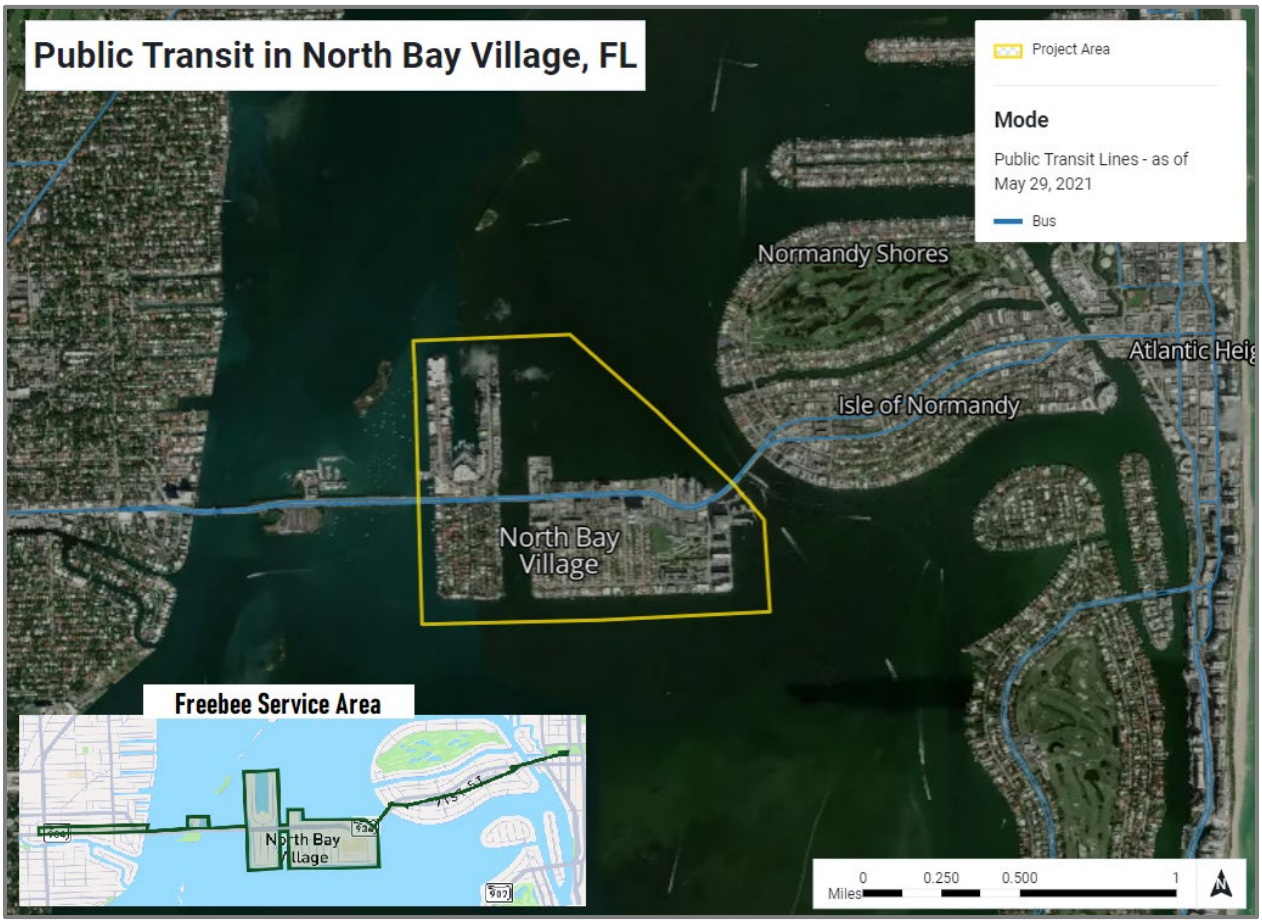


As depicted in the Inflow/Outflow Map above, very few residents in North Bay Village live and work in the community. Most of the residents leave North Bay Village for jobs elsewhere in the county, workers leave for employment elsewhere. Compared to the outflow, the inflow is approximately half of it. This suggests that we expect a pattern of parking with larger amounts of vacancies during the weekdays, and parking capacity to be fuller at night. Parking deficits are more likely to occur in the evening. If the employment pattern is primarily weekday commuters for day-time professions, then typically the shoulder times (8 am to 10 am and 4 pm to 7 pm are the highest as the parking needs overlap, and, typically, at these times the greatest strain occurs on limited parking, resulting in parking insufficiencies.

North Bay Village Employment Trip Patterns

Employment Trips	Trips	Percentage
Employment Inflow	1,473	33%
Employment Outflow	2,869	64%
Employment Internal Capture	145	3%
Total	4,487	100%

Public Transit Service

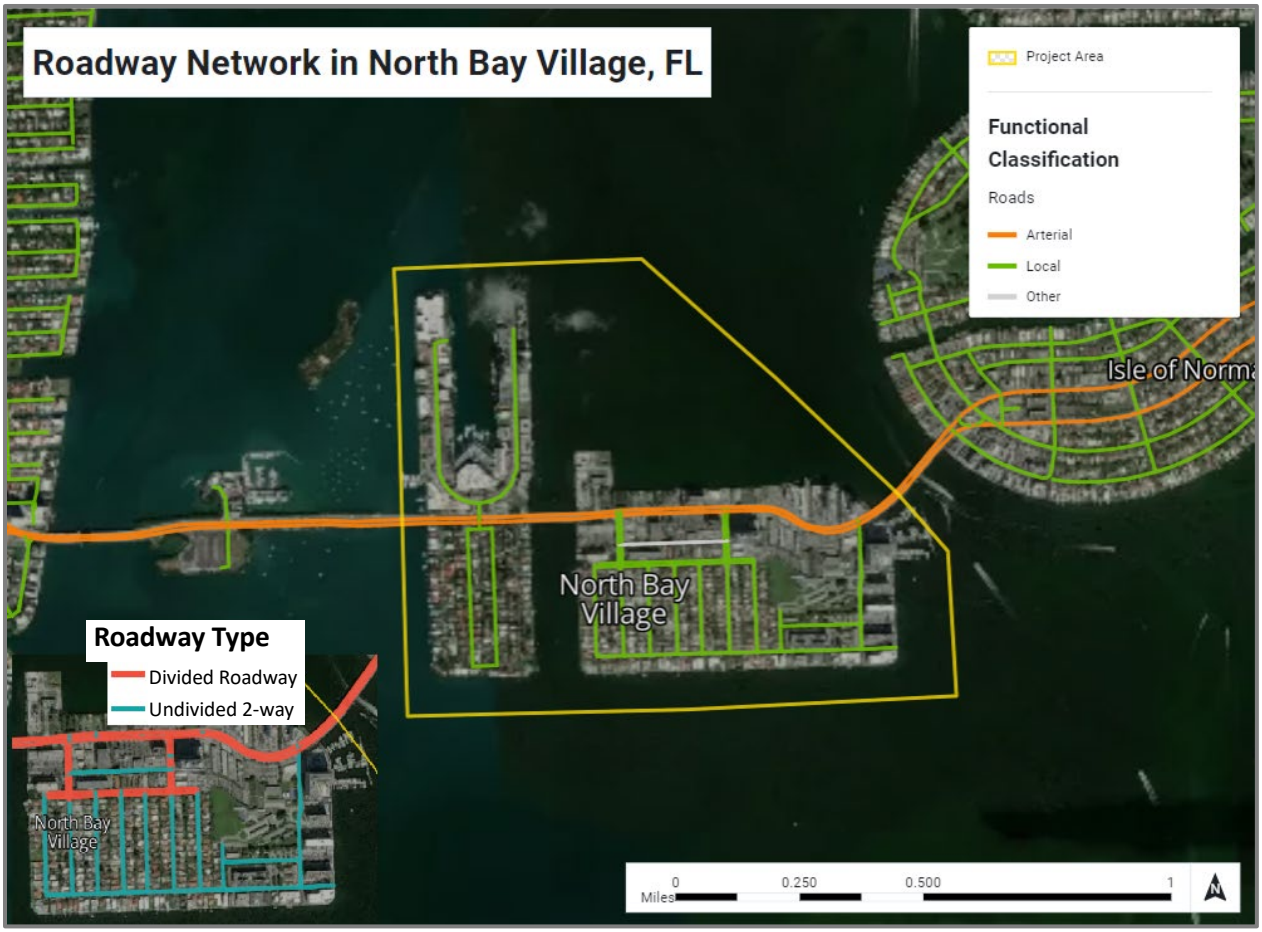


Treasure Island is serviced by the Miami-Dade County Metrobus Route 79, which before the implementation of the "Better Bus Network", was called Route L. This route runs on a 15-minute frequency and takes riders to Miami Beach at Normandy Drive / 71st Steet then continues south on Collins Avenue (A1A) to Lincoln Road. Route 79 continues west along NE/NW 79th Street and E 25th Street in Hialeah to the Hialeah Metrorail Station, providing rail service to downtown Miami, Brickell, Vizcaya, Coconut Grove, Coral Gables, University of Miami, South Miami, and Dadeland.

In addition to the bus route, the entirety of North Bay Village is serviced by its partnership with Freebee. Freebee is a free on-demand service that offers residents rides to points outside of the Village limits which allows riders to gain more access to other transit options.



Roadway Network



Due to the island's size and location within Biscayne Bay, the only arterial is NE 79th Street, also known as the John F. Kennedy Causeway. The Kennedy Causeway is under the jurisdiction of the Florida Department of Transportation (FDOT) and is classified as a major east-west arterial in the County, connecting the mainland and the barrier islands. It services an average annual daily traffic (AADT) of 40,500 vehicles in North Bay Village, based on the count station along the Causeway between Adventure Avenue and Hispañola Avenue. It has a six-lane section separated by a median, with left-turn and right-turn bays. It is a curb-and-gutter section for the entire length of North Bay Village, and there is no on-street parking. There are curb cuts for commercial use access on both sides. There is an unbuffered bike lane on both sides. Along the Treasure Island segment, there are three signalized intersections, each with 3 legs on public roadways, the fourth leg for private access, and zebra crosswalks. A fourth intersection provides private property access and zebra crosswalks across the Causeway.

The Village's local roads are characterized by tree-lined streets with adjoining sidewalks. The street pavement is marked for two traffic with parking on the sides. They are curb-and-gutter sections with driveways to access each single-family and multi-family property.

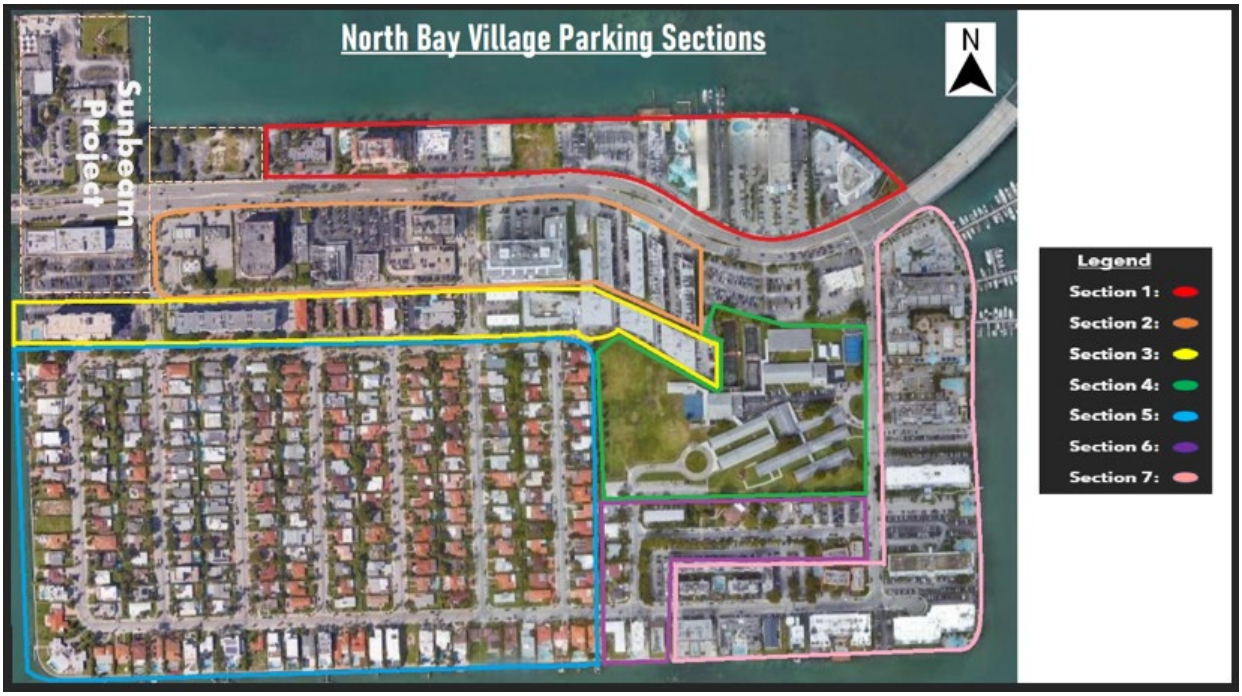
North Treasure Drive and the segments of Adventure Avenue and Hispañola Avenue to its north are the largest local roadway, and divided, two-way roads with planted medians. All of the north-south single-family streets from West Treasure Drive to Mutiny Avenue and South Treasure Drive are not divided and also include planted bulb-outs at approximately 120-foot spacings, generally located at every other property line. From curb to curb, these streets include 38 feet of pavement (bulb-outs narrow this down) with about 9 feet on each side for drainage and parallel parking, and 20 feet in the center for the two through lanes.

Parking Inventory

The existing parking inventory of Treasure Island consists of private, public, and commercial lots. To properly examine the parking conditions of the island, the area was divided into seven sections. The parking sections of Treasure Island were selected based on similar land uses in conjunction with the drone flyover paths. The map below depicts these seven sections.

Sections 1 and 2 are along the Kennedy Causeway and have a mix of commercial, civic, and medium-density land uses. These sections do not have any street parking as curbside parking is not permitted on the Causeway.

Section 3 is primarily comprised of medium-density land uses with the KLA Daycare and Preschool serving as its only institutional/commercial site. This section was examined more thoroughly as residents have expressed concerns about overflow parking by KLA employees using available street parking on the nearby streets. Although this is public parking for all, it prevents residents from utilizing the curbside parking in front of their homes and diminishes their quality of life below their expectations for a single-family neighborhood.



Section 4 is comprised of the Treasure Island Elementary School and the Senior Center with no residential or commercial parking.

Section 5 is comprised of the southwest to southcentral region of Treasure Island that encompasses all of the single-family homes.

Section 6 is comprised of single-family homes and medium-density condominiums with no civil or commercial presence.

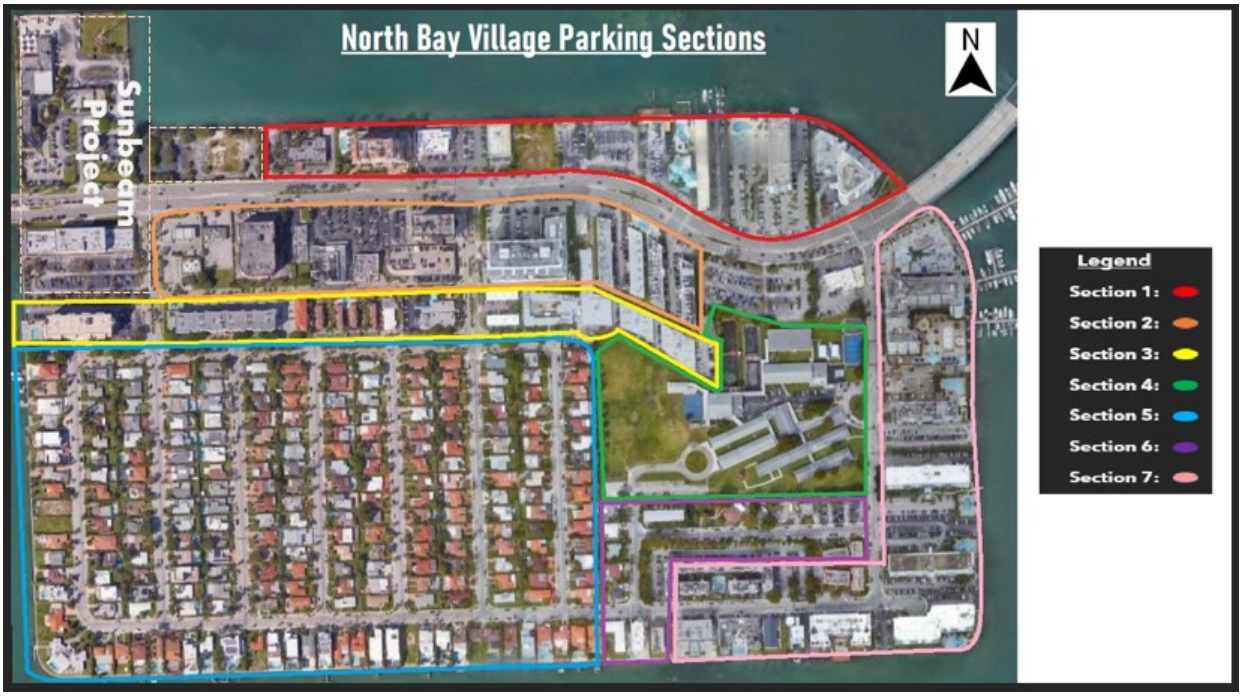
Section 7 is comprised of medium to high-density condominium towers along the eastern portion of the Island.

Existing Parking Inventory

The Table below summarizes the available parking conditions of each of the seven sections of Treasure Island.

Treasure Island Parking Inventory

Parking Analysis Section of Treasure Island	Commercial, Civil, Parking	Residential Parking	Curbside Parking	Total Parking Spaces
Sec. 1: North of JFK Causeway	266	233	0	499
Sec. 2: South of JFK Causeway	597	132	0	729
Sec. 3: Pirates Alley, North Treasure Dr.	30	297	48	375
Sec. 4 School and Senior Center	123	0	0	123
Sec. 5: West Treasure Drive to Jewel Avenue Residential Streets.	0	496	467	963
Sec.6: Jewel Ave. and Galleon Street	0	237	95	332
Sec. 7: East Treasure Drive Condos & South Treasure Island Condos to Jewel Avenue	0	577	57	634
Treasure Island Total	1,016	1,972	667	3,655



Residential Detail of Units, Off-Street Parking, and Required Off-Street Parking by Current Zoning Regulations

The Table below details the number of residential units and parking inventory specifically of the multi-family residential area on the southeast side of Treasure Island. The table captures the summary effect of legacy, legally non-conforming buildings on parking demand and supply in the southeast of the Island. Overall, there is a deficit from the requirements of the current zoning code of 666 spaces.

Residential Units, Off-Street Parking, and Required Off -Street Parking by Current Zoning Regulations

EAST MULTIFAMILY AREA TREASURE ISLAND	Stories	Building Area	Residential Units	Bedrooms	Average Unit Size	Ownership	Year Built	Parking Required	Parking Provided
Medium Density Multi-Family Residential Area									
1801-1815 Galleon Avenue	2	10,472	8	16	1,309	apartment	1960	16	0
North Bay Villas. 1801 Galleon Avenue	5	112,193	149	213	753	condominium	1972	241	221
7500-7524 East Treasure Drive	2	4,900	4	8	1,225	condominium	1965	8	4
1872-1890 Galleon Avenue	2	6,268	4	8	1,567	condominium	1965	8	10
1873-1891 S. Treasure Drive	2	4,525	3	6	1,508	condominium	1965	6	10
1750 S. Treasure Drive	2	6,717	9	10	746	apartment	1954	13	10
1780 S. Treasure Drive	2	9,135	8	17	1,142	condominium	1961	16	8
1790 S. Treasure Drive	2	9,040	12	13	753	condominium	1973	18	16
1800 S. Treasure Drive	2	7,210	10	12	721	condominium	1962	15	8
Casa del Rey 1820 S. Treasure Drive	4	25,855	22	42	1,175	condominium	1973	42	26
1830 / 1840 S. Treasure Drive	2	18,264	20	26	913	apartment	1957	31	19
1850 S. Treasure Drive	2	7,146	10	12	715	apartment	1965	15	10
1860 S. Treasure Drive	4	7,093	2	4	3,547	apartment	2019	4	4
Treasure Bay Club1880 S. Treasure Drive	4	56,655	50	108	1,133	condominium	1961	101	50
Medium Density Total		285,473	311	495	918			534	396
High Density Multi-Family Residential Area									
Wake Biscayne Bay. 1900 S. Treasure Drive	11	241,282	178	unknown	1,356	apartment	1966	245	178
Treasures on the Bay II 7501 E. Treasure Drive	11	154,850	160	230	968	condominium	1965	259	173
Treasures on the Bay I 7525 E. Treasure Drive	11	190,313	160	235	1,189	apartment	1962	262	177
Caribbean Towers. 7545 E. Treasure Drive	10	92,130	103	158	894	condominium	1961	172	113
Grandview Palace, 7601 E. Treasure Drive	25	545,062	528	990	1,032	condominium	1987	981	*981*
High Density Total		1,640,373	1,566	2,325	1,047			2,679	2,151
TOTAL		**1,925,846**	**1,877**	**2,820**	**1,026**			**3,213**	**2,547**
								Deficit	-666

Future Parking Inventory

To determine the need for parking on Treasure Island, we analyzed the projected number of parking units in the near future. This is done by analyzing the Future Land Use Map and by accounting for new developments. Treasure Island is projected to see drastic changes in its landscape with the addition of new mixed-use high-density towers. The table below summarizes the projects that are approved and those that are in the permitting pipeline.



Parking required for these developments was determined by development agreements for each with parking amounts based on individual parking studies that reassessed parking demands for residential, commercial, and hotel uses, and factored in shared parking reductions. They should not be compared to the general zoning code requirements.

Along with final development agreements, the Village can enter into agreements for off-site shared parking if additional capacity is created on-site that can be used for paid neighborhood parking.

Project Name	Address	Project Type	Parking Spaces Provided	Project Status
Shoma North Bay Village	1850-1872 79th Street Causeway	Mixed-Use	750	Master building permit (tower) submitted 12/13/23 (review in progress). Publix permit submitted 12/28/23 (review in progress).
1755 Kennedy Causeway	1755 Kennedy Causeway	Mixed-Use	384	Request for new Workforce Housing changes adopted 9/28/23. Green wall and temporary structure changes scheduled for 1st reading 10/16/23.
Sunbeam	Multiple Addresses, Kennedy Causeway	Mixed-use with multiple phases	5,000	Applicant required to submit timetable for 1st building permit/overall phasing plan and 1st annual report by 10/11/23. Master building permit for first 100 units due by no later than 11/1/24
1819-1855 79th Street Causeway	1819-1855 79th Street Causeway	Mixed-Use	677	Seeking project financing. Construction fence permit application for repairs to existing building approved (unrelated to new construction).

Existing Parking Management



North Bay Village enforces its parking management under Title VII Traffic Code within its Code of Ordinances. For this study, we have examined the Village's management of on-street parking, pricing, and enforcement.

Commercial Parking:
The village code forbids all freight vehicles, buses, and trailers from being parked on any street deemed residential for more than an hour.

Boat Trailers
Residents who own boats must have them securely attached to a trailer and that trailer is not allowed on the public right of way but one boat per single-family household may be kept in the driveway or the side yard of a home.

Off-Road, Abandoned, and Stored Vehicles
Vehicles without a proper license tag left for more than 24 hours are considered abandoned and subject to fines.

Street sweeping:
Lastly, street sweeping occurs on the first and third Tuesday and Thursday of the month and any vehicle left on the street is subject to a fine.

Authority:
The Village Manager has to ability to impose or remove on-street parking regulations and the enforcement is up to the Code Enforcement Unit.

Paid On-Street Parking:
The Village does not have a paid, on-street public parking program using physical meters or by app-based programs.

Parking Turnover / Duration:
The Village does not regulate and enforce parking duration on public streets.

Driveways:
Stopping, standing or parking is not permitted in front of any driveways with a curb cut and aprons, except when necessary to avoid a conflict with other traffic, or if instructed by a police officer.

Parking Analysis

Parking availability and utilization in Treasure Island affect the daily life of the Island's residents, visitors, and businesses. Where supply and demand become misaligned whether in absolute numbers for the entire area or by more specific locations, then access to economic, educational, and recreational opportunities and quality-of-life of residents and visitors becomes strained.

Treasure Island includes residences, commerce, and employment uses in a compact and walkable area. Additionally, many of the land uses are legacy uses that were constructed at a time when parking requirements were significantly less than what are current demands for parking spaces. The data and analysis of this section will accomplish the following three objectives.

1. How much parking is provided on Treasure Island?
2. How parking is being utilized and if the current demand exceeds capacity?
3. Identification of feasible strategies for increasing total or localized available parking capacity that is both satisfactory to Treasure Island residents and productive for businesses.

The parking analysis has been performed by surveying actual conditions in the field and asking residents about their experience, attitudes, and opinions for remedies.

User Survey:

An online survey was used to collect opinions, experiences, and attitudes of residents, business owners/managers, and employees. After vetting the survey instrument through the Village staff, the online survey was posted and linked to the Village website. The online survey commenced on February 1, 2024, and ended on March 15, 2024. The final number of responses was 178. The survey and the results are summarized in the section following. The Corradino team and the Village staff created a 53-question survey for the residents and business owners of Treasure Island. The survey was conducted through SurveyMonkey. Of the respondents, 38.46% lived in single-family homes, and the remaining 61.54% lived in apartments or condos. The online survey branched to collect responses separately for single-family residents, multi-family residents, business owners/managers, and residents. The questions are mostly parallel in their queries about parking with each group's questions tuned in language to be most relevant to each group.

The branching of questions is key to understanding competing interests for parking among users with different needs. Further, the survey queries for each group, the attitudes toward different parking management strategies, their willingness to walk to remote parking, and the possible need for additional parking capacity in the future. To further refine the analysis of zoning requirements in the future, questions were also asked of each group about how many persons are in each household, how many vehicles they own, and how many spaces they have off-street and on-street.

Parking Utilization:

For an accurate depiction of the parking utilization on Treasure Island during the workweek and on the weekend, a direct survey was performed using aerial photography. Parking accumulation and duration data were collected by flying drone aerials throughout Treasure Island. In addition, personnel on the ground obtained parking data from garages that were accessible, noted ground conditions and assured that there were no unusual occurrences that would affect parking patterns.

Residents Employees, and Business Owner Survey

User Survey Questionnaire

NORTH BAY VILLAGE TREASURE ISLAND PARKING SURVEY

(to be administered by web page link. On web, everyone answers Q1 then it skips to Q2 for house residents, Q23 for condo/apartment residents, and Q42 for business owners/managers. Depending on who the respondent is, actual length is 22 questions for house owners, 21 questions for condo residents, and 13 questions for business owners)

The City of North Bay Village needs your help to plan for improved parking on Treasure Island. Please take a few minutes to complete the survey which will ask questions. The questions will be prompted as needed.

1. Do you live or work in Treasure Island in North Bay Village ☐ RESIDENT ☐ EMPLOYEE ☐ BUSINESS OWNER/ MANAGER ☐ NO
   (if "NO" the end survey, and go to "thank you for your time" message)

RESIDENTS *(survey branch after Q1)*

2. What type of home do you live in? ☐ SINGLE FAMILY HOME ☐ CONDOMINIUM / APARTMENT

HOME RESIDENTS *(survey branch after Q2)*

3. How many people live in your household? ☐ NONE ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6
4. How many vehicles do people in your household own and park? ☐ NONE ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6
5. How many of your vehicles are plug-in electric vehicles (EV)? ☐ NONE ☐ 1 ☐ 2 ☐ 3 OR MORE
6. Do you plan to purchase 1 or more EV in the future? ☐ NO ☐ YES, 1 EV ☐ YES, 2 OR MORE EV
7. How many spaces do you have available in your enclosed garage? ☐ NONE ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6
8. How many spaces do you have available on your driveway? ☐ NONE ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6
9. How many spaces are available on the street directly in front of your house? ☐ NONE ☐ 1 ☐ 2
10. Do you have domestic employees that regularly come to your home and park while working? ☐ YES ☐ NO
11. Do you feel that there is enough parking for your home? ☐ YES ☐ NO
12. Do you experience that cars that are not yours or your guests park in front of your house? ☐ NEVER ☐ SOMETIMES ☐ OFTEN
13. *(branch from Q10)* Do you observe that parking overflow on your street is from: ☐ OTHER HOUSES ☐ NEARBY CONDOMINIUM /APARTMENTS ☐ NEARBY BUSINESSES PATRONS ☐ NEARBY BUSINESS EMPLOYEES ☐ PEOPLE FROM OUTSIDE OF TREASURE ISLAND

14. Would you support a residential parking permit program for the streets of Treasure Island?
- ☐ YES, FOR ALL OF TREASURE ISLAND
- ☐ YES, WEST OF JEWEL AV AND SOUTH OF N TREASURE DR / MUTINY AV
- ☐ NO

15. *(branch from Q12)* How may permits should be allocated per home for residents and guests? ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ UNLIMITED

16. Would you be willing to pay a periodic administrative fee for parking permits? ☐ YES ☐ NO

17. Should the fee include a sliding scale the goes up with each additional car? ☐ YES ☐ NO

18. Should newly constructed houses in the future be required to have more parking in driveways and garages? ☐ YES ☐ NO

19. Would you be willing to park one or more of your cars at a parking lot that is not at your home? ☐ ☐ YES NO

20. Would you be willing to park one or more of your cars at a garage with weather protection and 24-hour security? ☐ YES ☐ NO

21. How long are you willing to walk from your home to your remotely parked car? ☐ YES ☐ NO

22. Would you be willing to use the "Freebie" shared mobility service to your remotely parked car? ☐ YES ☐ NO

CONDOMINIUM / APARTMENT RESIDENTS ***(survey branch after Q3 through 22 were skipped for condo / apartment residents)***

23. How many people live in your household? ☐ NONE ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6

24. How many vehicles do people in your household own and park? ☐ NONE ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6

25. How many of your vehicles are plug-in electric vehicles (EV)? ☐ NONE ☐ 1 ☐ 2 ☐ 3 OR MORE

26. Do you plan to purchase 1 or more EV in the future ☐ NO ☐ YES, 1 EV ☐ YES, 2 OR MORE EV

27. How many spaces do you have assigned to your unit in an enclosed garage? ☐ NONE ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6

28. How many spaces do you have assigned to your unit on a surface parking lot? ☐ NONE ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6

29. Do you rent spaces in an additional location? ☐ NO ☐ 1 ☐ 2

30. Do you have domestic employees that regularly come to your home and park while working? ☐ YES ☐ NO

31. Do you rent out your condominium to short-term seasonal or visiting renters? ☐ YES ☐ NO

32. Do you have to park one or more of your cars on the street? ☐ YES ☐ NO

33. Would you support a residential parking permit program for the streets of Treasure Island? ☐ YES ☐ NO

34. *(branch from Q12)* How may permits should be allocated per condominium / apartment, including guest permits? ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ UNLIMITED

35. Would you be willing to pay a periodic administrative fee for parking permits? ☐ YES ☐ NO

36. Should the fee include a sliding scale the goes up with each additional car? ☐ YES ☐ NO

37. Should newly constructed houses in the future be required to have more parking in driveways and garages? ☐ YES ☐ NO

38. Would you be willing to park one or more of your cars at a parking lot away from your building? ☐ YES ☐ NO

39. Would you be willing to park one or more of your cars at a remote garage with weather protection and 24-hour security? ☐ YES ☐ NO

40. How long are you willing to walk from your home to your remotely parked car? ☐ 5 MINUTES ☐ NO

41. Would you be willing to use the "Freebie" shared mobility service to your remotely parked car? ☐ YES ☐ NO

BUSINESS OWNERS / MANAGERS ***(survey branch after Q1)***

42. What is the location of your business in North Bay Village? ☐ ALONG KENNEDY CAUSEWAY ☐ BETWEEN KENNEDY CAUSEWAY AND N TREASURE DRIVE

43. What type of business is it?

☐ GENERAL RETAIL	☐ SPECIALTY RETAIL	☐ GROCERIES / QUICK MART
☐ TABLE SERVICE RESTAURANT	☐ SELF-SERVE RESTAURANT	☐ TAKE-OUT
☐ PERSONAL SERVICES	☐ PROFESSIONAL OFFICE	☐ MEDICAL OFFICE
☐ CONGREGATIONAL SPACE	☐ THEATER / PERFORMANCE	☐ MARINA
☐ PRE-SCHOOL	☐ CHILDREN'S SCHOOL	☐ ADULT SCHOOL
☐ ADULT DAY CARE	☐ RECREATION	☐ OTHER

44. Is there enough parking at your business location? ☐ YES ☐ NO

45. Would you be willing to provide shared or permit parking for residents when your business is not operating? ☐ YES ☐ NO

46. Approximately what percent of your employees do not need a parking space?	☐ NONE	☐ 5%	☐ 10%	☐ OVER 10%	
47. Approximately what percent of your patrons do not need a parking space?	☐ NONE	☐ 5%	☐ 10%	☐ OVER 10%	
48. Do you think your employees would be willing to park at an off-site garage?	☐ YES	☐ NO			
49. Does your business have a seasonal business trend?	☐ YES	☐ NO			
50. What is the highest business season?	☐ JAN to FEB	☐ MAR to MAY	☐ JUN to AUG	☐ OCT to NOV	☐ DECEMBER
51. What is the peak day of week for your patrons?	☐ MONDAY THROUGH THURSDAY	☐ FRIDAY	☐ SATURDAY	☐ SUNDAY	
52. What is the peak time of day for your patrons?	☐ 7AM - 11AM	☐ 11AM – 1PM	☐ 1PM - 3PM	☐ 3PM - 5PM	☐ 5PM - 8PM
53. How long do your patrons park at your business?	☐ 30 MIN OR LESS	☐ 30 MIN to 1 HOUR	☐ 1 TO 2 HOURS	☐ 2 TO 4 HOURS	☐ ALL DAY

User Survey Results, Single-Family Home Residents

Survey responses included 160 residents, 3 employees, 1 business owner, and 14 that did not self-identify. Single-family resident responses numbered 60, while 96 identified as multi-family residents, and 4 did not identify the type of home that they lived in. The single-family resident responses are summarized below.

	Question and branch predecessor	Response	YES	NO	0	1	2	3	4	5	6+	unlimited	Often	Sometimes	Never	Other Houses	Nearby Condos / Apartments	Nearby Business Patrons	Nearby Business Employees	People from Outside of the Island	Yes - all of Treasure Island	Yes west of Jewel	No Permit Program	Less than 5 Minutes	More than 5 Minutes	BINOMIAL DISCRETE PERCENTAGES Yes	No	Averages	CALCULATED AVERAGES Average Vehicles per Person in HH	Average Off-Street Spaces per HH	Average Space Surplus/Defecit
1	Do you live or work in Treasure Island in North Bay Village		178																												
	SINGLE-FAMILY HOME RESPONSES		60	60																											
2	1 What type of home do you live in? (SFR)		57		0	2	21	11	18	4	1																	3.1			
3	2 How many people live in your household?		57		0	4	30	17	3	3	0																	2.5	0.8		
4	How many vehicles do people in your household own and park?		57		56	0	0	1	0	0	0																	0.1			
5	How many of your vehicles are plug-in electric vehicles (EV)?		57		46	10	1																					0.2			
6	Do you plan to purchase 1 or more EV in the future?		57		7	29	17	2	2																			1.4			
7	How many spaces do you have available in your enclosed garage?		57		47	6	3	0	1																			0.3	off street	1.6	-0.9
8	How many spaces do you have available on your driveway?		57		18	15	24																					1.1	off & on street	2.7	0.2
9	How many spaces are available on the street directly in front of your house?		57																							44%	56%				
10	Do you have domestic employees that regularly come to your home and park while working?		57	25	32																					37%	63%				
11	Do you feel that there is enough parking for your home?		57	21	36																										
12	Do you experience that cars that are not yours or your guests park in front of your house?		57										41	13	3																
13	10 Do you observe that parking overflow on your street is from:		56													16	11	1	20	8											
14	Would you support a residential parking permit program for the streets of Treasure Island		52																		32	7	13			75%	25%				
15	12 How may permits should be allocated per home for residents and guests?		52			1	6	11					34															0.9			
16	Would you be willing to pay a periodic administrative fee for parking permits?		53	20	33																					38%	62%				
17	Should the fee include a sliding scale the goes up with each additional car?		53	11	42																					21%	79%				
18	Should newly constructed houses in the future be required to have more parking in driveways and garages?		52	26	26																					50%	50%				
19	Would you be willing to park one or more of your cars at a parking lot that is not at your home?		52	3	49																					6%	94%				
20	Would you be willing to park one or more of your cars at a garage with weather protection and 24-hour security?		52	12	40																					23%	77%				
21	How long are you willing to walk from your home to your remotely parked car?		50																					46	4						
22	Would you be willing to use the "Freebie" shared mobility service to your remotely parked car?		52	9	43																					17%	83%				

User Survey Results, Multi-Family Home Residents

Survey responses included 160 residents, 3 employees, 1 business owner, and 14 that did not self-identify. Single-family resident responses numbered 60, while 96 identified as multi-family residents, and 4 did not identify the type of home that they lived in. The multi-family resident responses are summarized below.

	Question and branch predecessor	Response	YES	NO	0	1	2	3	4	5	6+	unlimited	Often	Sometimes	Never	Other Houses	Nearby Condos / Apartments	Nearby Business Patrons	Nearby Business Employees	People from Outside of the Island	Yes - all of Treasure Island	Yes west of Jewel	No Permit Program	Less than 5 Minutes	More than 5 Minutes	BINOMIAL DISCRETE PERCENTAGES Yes	No	NUMERICAL AVERAGES Averages	Average Vehicles per Person in HH	Average Off-Street Spaces per HH	Average Space Surplus/Defecit
1	Do you live or work in Treasure Island in North Bay Village	178																													
	APARTMENT AND CONDOMINIUM RESPONSES																														
2	1 What type of home do you live in?	96	96																							24%	76%				
23	How many people live in your household?	90			0	15	50	18	7	0																2%	98%	2.2			
24	How many vehicles do people in your household own and park?	90			0	27	49	8	3	3																54%	46%	2.0	0.9		
25	How many of your vehicles are plug-in electric vehicles (EV)?	90			85	5	0	0																		52%	48%	0.1			
26	Do you plan to purchase 1 or more EV in the future?	90			67	22	1																			52%	48%	0.3			
27	How many spaces do you have assigned to your unit in an enclosed garage?	90			28	39	23	0	0																	32%	68%	0.9			
28	How many spaces do you have assigned to your unit on a surface parking lot?	90			45	35	9	1	0																	36%	64%	0.6	off street	1.6	-0.4
29	Do you rent spaces in an additional location?	90			82	8	0																			12%	88%	0.1	off & on street	1.7	-0.3
	Do you have domestic employees that regularly come to your home and park while working?	90	22	68																						40%	60%				
31	Do you rent out your condominium to short-term seasonal or visiting renters?	90	2	88																						49%	51%				
32	Do you have to park one or more of your cars on the street?	90	49	41																						87%	13%				
33	Would you support a residential parking permit program for the streets of Treasure Island?	83	43	40																						48%	52%				
34	How may permits should be allocated per condominium / apartment, including guest permits	84				5	28	14	10		27																	3.6			
35	Would you be willing to pay a periodic administrative fee for parking permits?	84	27	57																						32%	68%				
36	Should the fee include a sliding scale the goes up with each additional car?	84	30	54																						36%	64%				
37	Should newly constructed houses in the future be required to have more parking in driveways and garages?	84	74	10																						88%	12%				
38	Would you be willing to park one or more of your cars at a parking lot away from your building?	84	34	50																						40%	60%				
39	Would you be willing to park one or more of your cars at a remote garage with weather protection and 24-hour security?	83	41	42																						49%	51%				
40	How long are you willing to walk from your home to your remotely parked car?	83	72	11																						87%	13%				
41	Would you be willing to use the "Freebie" shared mobility service to your remotely parked car?	84	40	44																						48%	52%				

User Survey Results, Business Owners / Managers and Employees

Survey responses included 160 residents, 3 employees, 1 business owner, and 14 that did not self-identify. The number of business owners/managers and employees that responded is not statistically significant. One-on-one stakeholder meetings would be a more productive method for ascertaining their needs, and follow-up activities of this nature will be included as a recommendation for the Village administration to continue with going forward. At this point, we note that the chief parking issues are related to residential parking on Treasure Island, and the capacities of business parking have shown to be adequate in the parking count surveys.

Parking Utilization Analysis



To get an accurate depiction of parking occupancy throughout Treasure Island, a parking utilization analysis was conducted. The data collection for the analysis was performed on Wednesday, February 7th, 2024 to capture patterns resulting from typical workday trips and parking; and on Saturday, February 10th, 2024, to capture patterns for tourists, recreational uses, and employment from associated businesses.

Methodology

Parking counts are used to determine parking occupancy throughout the day, and where necessary, parking duration may also be assessed.

Parking Occupancy: Parking occupancy data is a "snapshot" of peak conditions made during a two-hour period, in which parked cars are counted, and the number of parked vehicles is divided by the number of available spaces. On-street parking occupancies of 85-90% are usually considered the highest acceptable target since there need to be spaces always available for someone looking for a space. Occupancies above 100% are possible where vehicles park illegally or in unofficial spaces. Data is grouped by Village block or by parking lot. Occupancy data provides concrete information to identify inadequate parking availability. High occupancies in one area combined with lower occupancies nearby indicate an opportunity for parking management. Where this occurs, excess demand should be directed to the nearby available supply, with modifications to information for drivers and/or circulation patterns. Parking occupancy data was collected during three time periods:

Parking Duration and Turn-Over: The length of time a car remains in a given parking space is its duration and can be estimated by collecting partial license plate information, or for this study that used aerial photography data, can be estimated by comparing cars from one period to the next. The number of hourly intervals for each vehicle in the same space is observed, and then an average duration for all spaces by the parking area and period is calculated. Duration data can be used to understand parking behavior to redefine time restrictions and parking fees toward using existing spaces more efficiently. This analysis can reveal if there are different parking behaviors in different areas and different periods. The inverse of duration is turnover, which describes the number of cars that can use a space in a given period.

The selection criteria for when and how to conduct this analysis were determined by three factors:

- February is high season for South Florida. This would mean that a large number of seasonal residents (snowbirds) of Treasure Island would be present. Analyzing in the low season would have given less advantageous results.
- Parking occupancy rates differ between a "work" weekday where residents are more likely to be home at night, and on a weekend where residents may be gone engaging in activities outside of town. So, both would need to be analyzed.
- The parking occupancy rates change throughout the day. So, parking counts are needed throughout the entirety of the day.

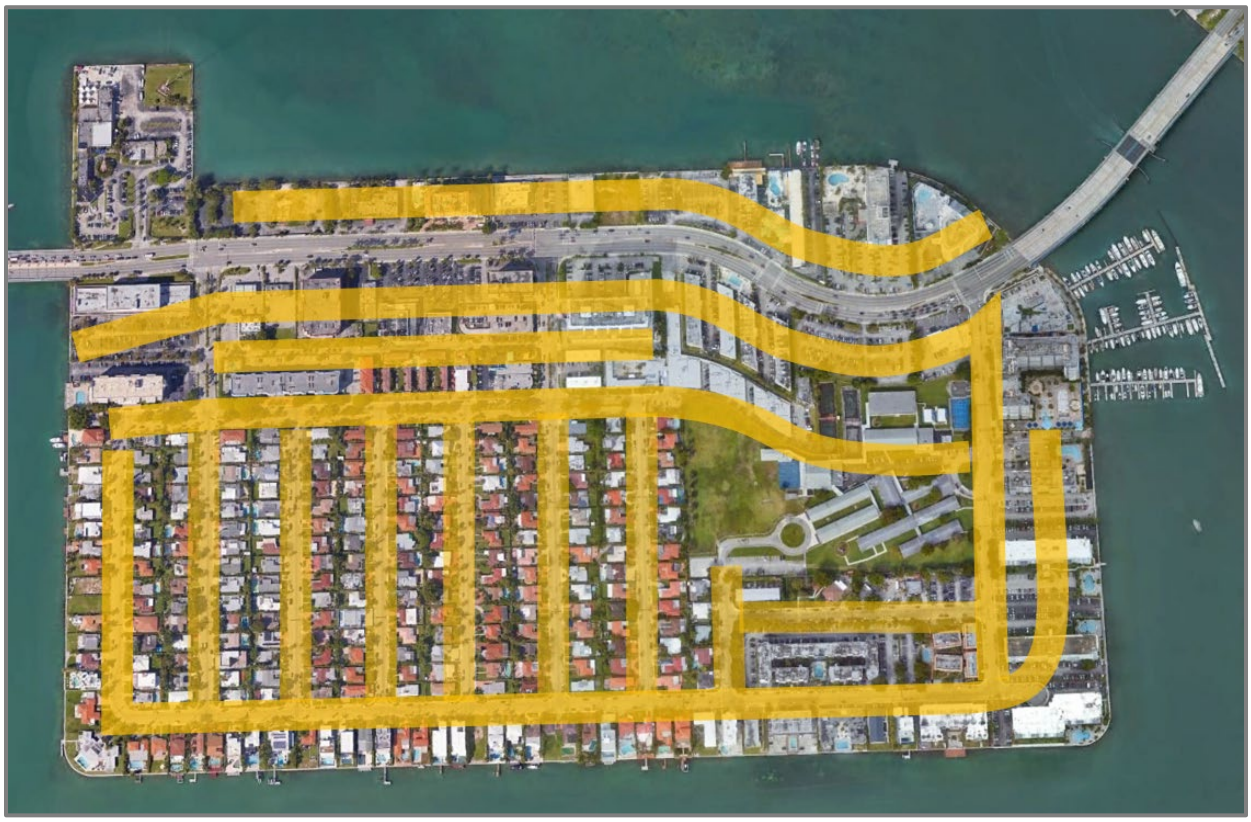
In collaboration with Drone Sky Visuals, this analysis was conducted using drone technology to capture every street on Treasure Island. The flyover paths are depicted in the image on the next page.

The flyovers were conducted on February 7th and 10th, 2024 at intervals of every two (2) hours beginning at 8:00 am EST and ending at 7:00 pm EST.

The parking occupancy rates were recorded by analyzing the drone footage. Firstly, the data was divided into seven sections based on the flyover paths and land uses. Then a count of the total parking inventory was completed.

The counts were separated into three different groups:

- Commercial, civic, or public parking spots
- Residential parking spots (driveways, garages, apartment/condo parking lots
- Curbside Parking Spots



Parking Occupancy by Time Period – Weekday: Wednesday, March 7, 2024

	Street Segment	Type of Street	Street Segment Length	Parking Supply				Wednesday 8:00 AM, March 7 2024					Wednesday 10:00 AM, March 7 2024					Wednesday 12:00 Noon, March 7 2024					Wednesday 2:00 PM, March 7 2024					Wednesday 4:00 PM, March 7 2024					Wednesday 6:00 PM, March 7 2024				
				Single Family Resident	Multi- Family Resident	Comm / Civic	On-Street	Single Family Residential	Multi- Family Residential	Comm / Civic	On-Street	Percent Capacity	Single Family Residential	Multi- Family Residential	Comm / Civic	On-Street	Percent Capacity	Single Family Residential	Multi- Family Residential	Comm / Civic	On-Street	Percent Capacity	Single Family Residential	Multi- Family Residential	Comm / Civic	On-Street	Percent Capacity	Single Family Residential	Multi- Family Residential	Comm / Civic	On-Street	Percent Capacity	Single Family Residential	Multi- Family Residential	Comm / Civic	On-Street	Percent Capacity
Sec. 1: North of JFK Causeway	JFK Causeway	State Arterial	3,250	0	233	266	0	0	130	24	0	31%	0	101	23	0	25%	0	96	41	0	27%	0	85	69	0	31%	0	90	71	0	32%	0	102	76	0	36%
Sec. 2: South of JFK Causeway	JFK Causeway	State Arterial	3,250	0	132	597	0	0	74	95	0	23%	0	52	202	0	35%	0	49	245	0	40%	0	56	255	0	43%	0	69	217	0	39%	0	78	161	0	33%
	Adventure Avenue	Village Local	270				0																														
	Hispanola Avenue	Village Local	270				0																														
Sec. 3: Pirates Alley, Westbound N. Treasure Dr.	WB N Tresure Drive	Village Collector	1,150	0	185	30	35	0	58	2	31	36%	0	38	7	17	24%	0	39	7	19	26%	0	32	6	22	24%	0	44	12	17	29%	0	47	3	15	26%
	Pirates Alley	Village Local	1,150				0																														
	Adventure Avenue	Village Local	170				0																														
	Hispanola Avenue	Village Local	170				4																														
Sec. 4: School grounds	Mutiny Avenue	Village Local	280	0	112	131	10	0	106	67	58	78%	0	32	81	35	50%	0	31	88	46	56%	0	30	80	43	52%	0	39	45	34	40%	0	49	36	33	40%
	EB N Treasure Drive	Village Local	260				44																														
Sec. 5: W. Treasure Drive	W Treasure Drive	Village Local	900	72	0	0	48	22	0	0	20	35%	21	0	0	18	33%	20	0	0	12	27%	22	0	0	15	31%	20	0	0	20	33%	23	0	0	22	38%
Sec. 5: Adventure Ave.	Adventure Avenue	Village Local	900	56	0	0	45	31	0	0	18	49%	27	0	0	16	43%	24	0	0	11	35%	26	0	0	14	40%	30	0	0	19	49%	26	0	0	20	46%
Sec. 5: Bounty Ave.	Bounty Avenue	Village Local	900	59	0	0	45	31	0	0	18	47%	21	0	0	23	42%	26	0	0	19	43%	21	0	0	19	38%	20	0	0	26	44%	30	0	0	27	55%
Sec. 5: Buccaneer Ave.	Buccaneer Avenue	Village Local	900	50	0	0	45	18	0	0	30	51%	14	0	0	25	41%	15	0	0	19	36%	17	0	0	19	38%	17	0	0	21	40%	15	0	0	21	38%
Sec.5: Cutlass Ave.	Cutlass Avenue	Village Local	900	51	0	0	45	21	0	0	32	55%	24	0	0	27	53%	22	0	0	27	51%	23	0	0	27	52%	22	0	0	26	50%	27	0	0	26	55%
Sec. 5: Hispanola Ave.	Hispanola Avenue	Village Local	900	50	0	0	45	17	0	0	35	55%	20	0	0	34	57%	19	0	0	28	49%	24	0	0	33	60%	16	0	0	28	46%	21	0	0	32	56%
Sec. 5: Mutiny Ave heading south	Mutiny Avenue	Village Local	900	65	0	0	45	30	0	0	42	65%	26	0	0	40	60%	24	0	0	35	54%	24	0	0	31	50%	23	0	0	34	52%	27	0	0	36	57%
Sec.6: Jewel Ave. and Galleon St.	Jewel Avenue	Village Local	400	0	237	52	79	0	113	38	48	54%	0	119	16	59	53%	0	94	17	51	44%	0	88	19	58	45%	0	90	4	51	39%	0	108	1	75	50%
	Galleon Avenue	Village Local	850																																		
Sec. 7: E. Treasure Dr. Condos, S. Treasure Island Condos up to Jewel Ave.	East Treasure Drive	Village Collector	1,450	0	577	0	79	0	437	0	26	71%	0	339	0	35	57%	0	363	0	38	61%	0	245	0	31	42%	0	319	0	35	54%	0	419	0	34	69%
	part of S. Treasure Dr.	Village local	1,100																																		
Total by Type				403	1476	1076	569	170	918	226	358		153	681	329	329		150	672	398	305		157	536	429	312		148	651	349	311		169	803	277	341	
Percent By Type				11%	42%	31%	16%	10%	55%	14%	21%		10%	46%	22%	22%		10%	44%	26%	20%		11%	37%	30%	22%		10%	45%	24%	21%		11%	51%	17%	21%	
Total of All				3,524				**1,672**	**100%**	**of day max**			1,492	89%	of day max			1,525	91%	of day max			1,434	86%	of day max			1,459	87%	of day max			**1,590**	**95%**	**of day max**		
Demand / Supply % By Type								42%	62%	21%	63%		38%	46%	31%	58%		37%	46%	37%	54%		39%	36%	40%	55%		37%	44%	32%	55%		42%	54%	26%	60%	
Demand / Supply % in total								**47%**					42%					43%					41%					41%					45%				

Parking Occupancy by Time Period – Weekend: Saturday, March 10, 2024

	Street Segment	Type of Street	Street Segment Length	Parking Supply: Single Family Resident	Multi- Family Resident	Comm / Civic	On-Street	Saturday 8:00 AM, March 10 2024: Single Family Residential	Multi- Family Residential	Comm / Civic	On-Street	Capacity	Percent	Saturday 10:00 AM, March 10, 2024: Single Family Residential	Multi- Family Residential	Comm / Civic	On-Street	Capacity	Percent	Saturday 12:00 Noon, March 10 2024: Single Family Residential	Multi- Family Residential	Comm / Civic	On-Street	Capacity	Percent	Saturday 2:00 PM, March 102024: Single Family Residential	Multi- Family Residential	Comm / Civic	On-Street	Capacity	Percent	Saturday 4:00 PM, March 10 2024: Single Family Residential	Multi- Family Residential	Comm / Civic	On-Street	Capacity	Percent	Saturday 6:00 PM, March 10 2024: Single Family Residential	Multi- Family Residential	Comm / Civic	On-Street	Capacity	Percent
Sec. 1: North of JFK Causeway	JFK Causeway	State Arterial	3,250	0	233	266	0	0	170	46	0	43%	0	143	46	0	38%	0	117	77	0	39%	0	99	110	0	42%	0	104	136	0	48%	0	120	146	0	53%
Sec. 2: South of JFK Causeway	JFK Causeway	State Arterial	3,250	0	132	597	0	0	69	98	0	23%	0	83	79	0	22%	0	78	93	0	23%	0	85	110	0	27%	0	77	90	0	23%	0	83	114	0	27%
	Adventure Avenue	Village Local	270				0																														
	Hispanola Avenue	Village Local	270				0																														
Sec. 3: Pirates Alley, Westbound N. Treasure Dr.	WB N Tresure Drive	Village Collector	1,150	0	185	30	35	0	57	0	31	35%	0	44	0	22	26%	0	38	0	18	22%	0	44	40	15	39%	0	70	37	66	68%	0	51	0	19	28%
	Pirates Alley	Village Local	1,150				0																														
	Adventure Avenue	Village Local	170				0																														
	Hispanola Avenue	Village Local	170				4																														
Sec. 4: School grounds	Mutiny Avenue	Village Local	280	0	112	131	10	0	60	39	52	51%	0	45	34	48	43%	0	44	34	43	41%	0	45	36	50	44%	0	28	45	35	36%	0	51	35	44	44%
	EB N Treasure Drive	Village Local	260				44																														
Sec. 5: W. Treasure Drive	W Treasure Drive	Village Local	900	72	0	0	48	33	0	0	22	46%	30	0	0	16	38%	25	0	0	17	35%	22	0	0	21	36%	25	0	0	21	38%	24	0	0	20	37%
Sec. 5: Adventure Ave.	Adventure Avenue	Village Local	900	56	0	0	45	38	0	0	20	57%	30	0	0	14	44%	26	0	0	16	42%	25	0	0	20	45%	27	0	0	20	47%	35	0	0	17	51%
Sec. 5: Bounty Ave.	Bounty Avenue	Village Local	900	59	0	0	45	40	0	0	27	64%	38	0	0	25	61%	37	0	0	29	63%	35	0	0	29	62%	34	0	0	26	58%	35	0	0	28	61%
Sec. 5: Buccaneer Ave.	Buccaneer Avenue	Village Local	900	50	0	0	45	30	0	0	35	68%	36	0	0	32	72%	21	0	0	31	55%	19	0	0	30	52%	29	0	0	29	61%	22	0	0	30	55%
Sec.5: Cutlass Ave.	Cutlass Avenue	Village Local	900	51	0	0	45	30	0	0	39	72%	26	0	0	39	68%	29	0	0	36	68%	20	0	0	27	49%	25	0	0	27	54%	27	0	0	35	65%
Sec. 5: Hispanola Ave.	Hispanola Avenue	Village Local	900	50	0	0	45	33	0	0	57	95%	24	0	0	46	74%	23	0	0	43	69%	20	0	0	34	57%	21	0	0	38	62%	21	0	0	41	65%
Sec. 5: Mutiny Ave heading south	Mutiny Avenue	Village Local	900	65	0	0	45	37	0	0	44	74%	33	0	0	40	66%	25	0	0	33	53%	29	0	0	32	55%	26	0	0	34	55%	26	0	0	39	59%
Sec.6: Jewel Ave. and Galleon St.	Jewel Avenue	Village Local	400	0	237	52	79	0	202	10	72	77%	0	160	16	70	67%	0	123	0	55	48%	0	129	0	66	53%	0	125	0	72	54%	0	133	0	75	57%
	Galleon Avenue	Village Local	850																																		
Sec. 7: E. Treasure Dr. Condos, S. Treasure Island Condos up to Jewel Ave.	East Treasure Drive	Village Collector	1,450	0	577	0	79	0	516	0	37	84%	0	420	0	38	70%	0	368	0	34	61%	0	372	0	35	62%	0	374	0	38	63%	0	376	0	36	63%
	part of S. Treasure Dr.	Village local	1,100																																		
Total by Type				403	1476	1076	569	241	1074	193	436		217	895	175	390		186	768	204	355		170	774	296	359		187	778	308	406		190	814	295	384	
Percent By Type				11%	42%	31%	16%	12%	55%	10%	22%		13%	53%	10%	23%		12%	51%	13%	23%		11%	48%	19%	22%		11%	46%	18%	24%		11%	48%	18%	23%	
Total of All				3,524				**1,944**	**100%**	**of day max**			1,677	86%	of day max			1,513	78%	of day max			1,599	82%	of day max			1,679	86%	of day max			**1,683**	**87%**	**of day max**		
Demand / Supply % By Type								60%	73%	18%	77%		54%	61%	16%	69%		46%	52%	19%	62%		42%	52%	28%	63%		46%	53%	29%	71%		47%	55%	27%	67%	
Demand / Supply % in total								**55%**					48%					43%					45%					48%					48%				

Peak Period Parking Occupancy by Analysis Section



THE CORRADINO GROUP
Engineers • Planners • Program Managers • Environmental Scientists
Helping communities since 1970

Results of Survey, Public Input, and Utilization Analysis

The goal of the recommendations is to improve parking convenience for the residents, business owners, employees, and visitors of North Bay Village in a way that is equitable, implementable, enforceable, progressive, and cost-effective in the short term and long term. The parking occupancy data collection, in conjunction with the user survey and additional comments that were received in the public meetings and through emails to the Village administration, together drive the recommendations. The most relevant results of each have been organized and summarized by category below.

Is there Sufficient Parking on Treasure Island?

Yes, there is generally sufficient parking when evaluating Treasure Island in total. There are a total of 3,524 parking spaces on Treasure Island, comprised of 403 counted off-street parking spaces among 213 single-family homes (driveway and garage), 1,476 off-street parking spaces among the multi-family homes, 1,076 off-street parking spaces among the commercial uses, and 569 counted publicly available on-street parking spaces.

Parking occupancy varies throughout the day, with the shoulder period of overlap between residential and commercial, and civic uses having the highest occupancy. The peak occupancy that was measured was at 8:00 a.m. on a weekday (Wednesday) with a very close secondary peak at 6:00 pm. Respectively, these peaks have an occupancy rate of 47% (8:00 a.m.) and 45% (6:00 p.m.) of capacity. The peak occupancy that was measured on a Saturday weekday was also at 8:00 a.m. with a very close secondary peak at 6:00 pm. Respectively, the Saturday peaks have an occupancy rate of 55% (8:00 a.m.) and 48% of (6:00 p.m.) of capacity.

For both the Saturdays and weekdays as surveyed, there is sufficient parking on Treasure Island overall. This level of occupancy does not support planning for the construction of additional parking capacity in the near term. Noting that there are numerous complaints by residents, we recognize that there are localized parking insufficiencies, suggesting that management strategies are considered to realign parking from hotspots to other areas on the Island.

Are there localized hotspots?

North Treasure Drive:

Based on inputs from some homeowners during the first workshop, as well as e-mails sent to the Village Manager and forwarded for input to the study, there are limited parking overflow issues near and around the intersection of Hispañola Avenue and North Treasure Drive, arising presumably and as reported from KLA school employees using on-street parking in the vicinity of the school. Although the school employees are legitimately using public street parking, the homeowners expect that they should have priority access to the space directly in front of their homes. It is not by right, but we recognize that this expectation is typical in single-family areas and is generally practiced by courtesy among neighbors. The data further supports a localized hotspot here. Analysis Section 5 is made up of seven north/south streets from West Treasure to Mutiny Avenue. On average, parking occupancy among these 7 streets for all periods on weekdays averages 40%; however, Cutlass Avenue, Hispañola Avenue, and Mutiny Avenue have parking occupancy rates of 45%, 46%, and 48% respectively.

Section 6, Low-Rise Multi-Family Area:
A hotspot demonstrated by the data in Section 6, comprised of Jewel Avenue and Galleon Avenue. Section 6 average weekday (throughout the day) occupancy is 48% and 59% on Saturday. Section 6 represents the areas that are developed with older, medium-intensity multifamily residential, and is within the walkshed of the larger condos as well. Its location also positions it as the transition area between the high-rise multi-family and the single-family area, so a parking spillover domino effect is here is also of concern.

Section 7, East Treasure Drive High-Rise Multi-Family Area
Section 7 average weekday (throughout the day) occupancy is 59% on weekdays and 67% on Saturdays. Section 7 represents the areas that are developed with older, high-intensity multifamily residential, and the large volume of residences with parking demands, may be a source of parking spillover domino effect that exacerbates parking issues for Section 6.

Where parking is sufficient for the overall area, and there are certain localized hotspots, additional capacity is not recommended until working with parking management strategies.

Is there sufficient parking in the single-family area?

When surveyed, residents of the single-family homes responded that they have from 1 to 6 or more vehicles, with the average at 2.5 vehicles per household. The average number of persons per household is 3.1. Yet, when asked how many parking spaces they have available, the average was 1.4 (range from 0 to 4) in an enclosed garage, plus an average of 0.3 spaces on their driveway (with 78% reporting no space on their driveway), plus an average of 1.1 on the street directly in front of their home. In total, while the average household surveyed self-reports an average of 2.5 vehicles, they self-report an average availability of 2.7 spaces. Based on this, the need is about 93% of space availability, which is a level of demand-to-supply that we consider barely adequate, with some homes not having enough space on and in front of their property. There is space on the street, but there is a common expectation among single-family homeowners that they should have adequate space within sight from their front door.

With this in mind, the single-family homeowners overwhelmingly (94%) are not willing to park at a remote facility. Even if the off-site facility were a covered and secure garage, 77% report that they would still not park remotely. With these results, we consider that providing additional capacity at an off-site facility is not an option to alleviate parking concerns for single-family homeowners. The only possibility that would be acceptable would be to manage demand to reduce parking intrusion from other nearby uses.

Is there sufficient parking in the legacy multi-family areas?

No, there is not. When surveyed, residents of the multi-family homes range in auto ownership from 1 to 5 cars, averaging at 2.0 vehicles per household. The average number of persons per household is 2.2, which is a higher auto ownership per person at 0.9 than for the single-family areas at 0.8 vehicles per person. Yet, when asked how many spaces they have available to them in a garage and/or on a surface lot, the average was 1.6 plus a reported average of 0.1 spaces that are provided by off-site parking. At best, they report an average of 1.7 spaces available for an average of 2.0 vehicles per household. This is a significant deficit and 54% report that they have to park one or more cars on the street. In addition, 24% may have additional parking needs for domestic help.

If it is assumed that the stated survey response among multi-family residents that the average condominium or apartment resident has two vehicles, then the 1,877 residential units in the multi-family area on the southeast corner of Treasure Island, will require 3,754 spaces, and by counts performed in this study, 2,547 off-street spaces are provided (not including park or school), with an additional 158 on-street spaces. Based only on survey responses, there is a need for about 1,049 spaces; however, it is important to recognize that the survey has a self-selection bias in which people who experience parking problems are more likely to respond to the survey at all. Even with that bias, we still can recognize a need for parking capacity in this area, as many of the buildings built in the 1960's and 1970,'s have only slightly more than 1 space per dwelling unit, without consideration of the number of bedrooms.

The zoning analysis of the effect of legacy, legally non-conforming buildings on parking demand and supply in the southeast of the Island is a deficit from the requirements of the current zoning code of 666 spaces.

The majority of the multi-family building residents (52%, and about the same as the number that already park on the street) would support a residential parking program. When asked how many permits would be adequate for each multi-family household, the average of responses was 3.6. Only 32% would be willing to pay for the parking permit program. The multi-family residents are more willing to use off-site parking, especially if the facility is weather-protected and secure (49%) and most of those would be willing to use the Freebie service to reach their remotely parked car.

In summary, based on survey responses and zoning analysis, additional parking capacity within the walkshed of the multi-family area is needed. Considering that many are willing to use the Freebie, the additional parking can be further than a 5-minute walkshed, opening up more possibilities for partnerships with the Sunbeam project, which is out of the walkshed, as well as the Shoma project which is ideally located for walking from many of the legacy multi-family residential buildings. Notably, the parking occupancy samples do not fully support the construction of additional capacity at this time; and further direct data can be an outcome of a parking permit program.

Is there sufficient parking in the commercial areas?

There are 1,076 commercial and civic parking spaces as counted on Treasure Island. Among all analysis sections, the average commercial parking occupancy was measured at 22% on a weekday and 15% on a Saturday, averaging all periods of the day. While some commercial properties are either vacant or underutilized, we expect commercial parking occupancy to increase as redevelopment gains momentum. Assuming that all new construction will include adequate parking capacity, existing commercial parking should remain adequate for some time until the mix of office/retail/restaurant/entertainment changes.

Are there suggestions for revisions to the land development regulations?

Yes, the data and analysis for the single-family area suggest a review of the land development regulations, to provide for more than parking spaces per home as the number of vehicles owned by homeowners trends upward.

Although the analysis shows that the greater deficiency is in the multifamily area, the land development regulations are well aligned with actual auto ownership patterns reported by the survey, and the deficiencies are caused more by legacy buildings with outdated parking requirements.

Dwelling Unit Type	Zoning Requirement	Actual Average Vehicles Reported
Single Family Home	2 spaces	2.5 spaces
Multi-Family Residential south of Kennedy Causeway		
Efficiency and Micro Units	1.25 spaces	2.0 spaces (number of bedrooms not known)
1 Bedroom	1.25 spaces	
2 Bedroom	1.75 spaces	
3 Bedroom	2.25 spaces	
Each additional bedroom over 3	0.5 spaces	
Residential Guest Parking	10% of total	

Treasure Island Parking Recommendations

The draft recommendations are based on the findings of the analysis on page 31. The recommendations are sequentially phased, for immediate, short, and long-term implementation.

Recommendation 1: Paid On-Street Parking and Residential Permit Program

This is a parking management strategy that has minimal capital cost, that would only include signage. It does have operation costs that include additional police or public service aide labor hours and one additional vehicle for enforcement. It is a Phase l Recommendation for immediate implementation.

The Village currently uses the smartphone parking application called "PayByPhone" ("app") for parking management on East Drive and West Drive on Harbor Island, with rates on a flat scale of $2.00 per hour plus a 42-cent transaction fee applied to the first hour, and $2.00 more for each subsequent hour. "PayByPhone" allows customization of the app for its clients (the Village) to create parking policies that suit their purposes, using what the company calls its "Rights and Rates" product. With the Rights and Rates product, the Village can set up and control different parking policies for different locations at different times and provide discounted or exempt parking fees for residents. Registration of residents' license plates will be used to create a convenient residential parking permit program for the single-family area and the multi-family area. The program will separate the Island into two parking districts, the West Treasure Island Parking District (yellow) and the East Treasure Island Parking District (orange) as shown in the map below.

Proposed Treasure Island Parking Districts



Residents' vehicles, registered by their license plates will be exempt from paid parking for the allocated number of cars registered to the household. For more vehicles registered for each residential address, there will be a sliding-scale fee to encourage residents to find alternative parking for additional vehicles or keep them parked on their property at all times. Residents' guests may also register for a temporary free session of no more than 12 hours at the cost of the parking session transaction fee. This provides for residents' guest parking to have an exemption from paid parking.

Both residents in the East Treasure Island Parking District and the West Treasure Island Parking District will receive the same parking exemption, and the distinction between the two districts will be to differentially track utilization of the program by single-family home residents and multi-family home residents.

Only personal, non-commercial vehicles that are licensed as Class 1 (0-5,000 lbs. GVW) and Class 2 (5,001 – 8,000 lbs. GVW) vehicles in the State of Florida, registered and licensed Low-Speed Electric Vehicles (LSEV) and licensed motorcycles are eligible for registration.

Treasure Island Residents' Residential On-Street Parking Rules Recommendations	
Single-Family Homes	
Allocation per Single-Family Home	3 Vehicles
Cost for Allocated Three Vehicles[1] per Residential Address	No Cost
Cost for Fourth Vehicle[1] per Residential Address	$100 / year
Cost for Each Vehicle[1] More than 4 per Residential Address	$200 / year
Muti-Family Homes: Condominiums and Apartments	
Allocation per Residential Unit	Equals the difference between the number of bedroom(s) of record within the residential unit and the number of space(s) provided by condominium / apartment[2]
Cost for Allocated Spaces per Residential Unit	No cost
Cost for Each Vehicle More than Free Allocation	$200 / year
All Treasure Island Residents, Single-Family and Multi-Family Homes	
Licensed & Registered Low-Speed Electric Vehicle (LSEV): Allocation Cost	 Counts as 1 vehicle No Cost
Licensed & Registered Motorcycles and Scooters: Allocation Cost	 Counts as ½ of 4-wheel vehicle[3] No Cost
Residents' Guests Temporary Parking: Duration Allocation Cost	 12 Hours Unlimited Transaction Fee Only

1. Vehicles include Class 1 (up to 5,000 lbs.) and Class 2 (5,000 to 8,000 lbs.) road vehicles, including licensed motorcycles and scooters (with engines displacing 50 cc or greater).
2. Based on zoning code when legacy building was approved, which was generally 1 space per residential unit.
3. Motorcycle space minimum dimensions are 8' by 4' which is 21% the area of a standard vehicle space (18' by 8-6").

Residents would register with the Village each of their cars that may be parked on the street at any time. There is no cost to the residents. The Village will pay a one-time fee to Pay-By-Phone to implement the program and have a monthly fee for upkeep. The Village administration will be responsible for collecting resident data including, addresses, residence type, parking district, space allocation, phone numbers, vehicle type, and vehicle license plates. The initial database and updates can be maintained as a spreadsheet and provided to Pay-By-Phone.

Residents' guests will have to start a parking session with their Pay-By-Phone app, and license plates can be registered temporarily for a reduced rate or free parking; however, there will be a 42-cent transaction fee to start the parking session.

Non-residents of Treasure Island would pay for on-street parking according to the schedule in the table below. Pricing is designed to have parity with the current implementation of the paid street parking on Harbor Island and to additionally discourage long-term or overnight parking by non-residents.

Weekend pricing is different between the West Treasure Island Parking District and East Treasure Island Parking District. The rationale is to provide lower rates for patrons of the park, and school field activities; while disincentivizing their use of the single-family areas and concentrating their parking east of Jewel Avenue and in the park. The transaction fee will be applied to the first hour.

Treasure Island On-Street Parking Rates Recommendations				
	West Treasure Island Parking District		East Treasure Island Parking District	
	First hour	Each Additional Hour	First Hour	Each Additional Hour
Weekdays from 7:00 am to 7:00 pm	$2.42	$2.00	$2.42	$2.00
Weekdays from 7:00 pm to 7:00 am	$2.42	$2.00	$2.42	$2.00
Saturdays from 7:00 am to 7:00 pm	$2.42	$2.00	$1.42	$1.00
Saturdays from 7:00 pm to 7:00 am	$2.42	$2.00	$2.42	$2.00
Sundays from 7:00 am to 7:00 pm	$2.42	$2.00	$1.42	$1.00
Sundays from 7:00 pm to 7:00 am	$2.42	$2.00	$2.42	$2.00
Holidays from 7:00 am to 7:00 pm	$2.42	$2.00	$1.42	$1.00
Holidays from 7:00 pm to 7:00 am	$2.42	$2.00	$2.42	$2.00
Residents' Guests - anytime	$0.42	no cost	$0.42	no cost

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Recommendation 2: Amend Zoning Code Parking Requirements

This is a parking management strategy that requires no capital planning. It is a Phase I Recommendation for immediate implementation.

New Multi-Family Parking Requirements

For multi-family uses, the Village's zoning requirements for the amount of parking are sufficient. The older legacy buildings are the reasons for multi-family shortages. The initial response for this is the parking management included in Recommendation 1. The current zoning requirements require sufficient parking amounts for new multi-family residential uses.

Multi-Family and Mixed-Use Motorcycle and Scooter Parking Requirements



The number of motorcycles and scooters owned and used for daily transportation has increased in North Bay Village and as in other urbanized areas of Miami-Dade. Additional zoning requirements are proposed to facilitate the parking of two-wheeled vehicles in new development, while also providing more parking garage efficiency by providing possibilities to use space at unused corners of garages and underutilized areas around columns and other structural elements. It is proposed to amend the land development regulations to permit one motorcycle/scooter space per every ten (10) standard parking spaces, up to a maximum of ten (10) spaces. The minimum dimensions for the motorcycle spaces are 8 ft. long by 4 ft. wide, with direct access to vehicular circulation aisles. (Local standards for minimum length can be up to 9-ft. long.)

Multi-Family and Mixed-Use Low-Speed Electric Vehicle Parking Space Requirements



Low-Speed Electric Vehicles (LSEV), also called Neighborhood Electric Vehicles (NEV) are federally regulated and are defined as a four-wheeled motor vehicle that has a gross vehicle weight rating of less than 3,000 pounds and a top speed of between 20 mph to 25 mph. In Florida, they are registered and permitted on public streets with a maximum speed limit of 35 mph. Any LSEV modified to exceed 25 mph becomes subject to the safety requirements of passenger cars. Their popularity for local trip-making is increasing throughout the State, and as compact vehicles, their small parking area needs can be leveraged to provide additional parking on Treasure Island. Additional zoning requirements are proposed to facilitate the parking of LSEV in new development, while also providing more parking garage efficiency by providing possibilities to use space in underutilized areas around columns and other structural elements. The recommendation is that the Village permit off-street parking requirements be amended to permit one LSEV space per every ten (10)

standard parking spaces, up to a maximum of ten (10) spaces. The minimum dimensions for the LSEV spaces are 12-ft. long by 6-ft. wide and shall have direct access to vehicular circulation aisles. For residential uses, spaces shall be required to provide Level 1 charging. Commercial spaces may optionally provide charging. In both implementations, LSEV spaces shall require signage that limits their use exclusively to LSEV. LSEV may also use compact spaces that are of dimensions of 15-ft. long by 8-ft. wide; however, compact space requirements are not recommended, due to their frequent misuse by regular-size and large vehicles.



Single-Family Residence Parking Requirements

For single-family homes, the parking requirements are outdated to meet current trends for single-family home vehicular ownership. The current requirement of 2 parking spaces should be updated to 3 to meet current trends. The Village is currently updating its zoning code. New construction for habitable structures on Treasure Island must be built above base flood elevation (BFE). For the small lots, the regulatory change would require increasing allowable freeboard (distance between BFE and the first habitable floor elevation) to allow for a two-car garage below, providing 2 spaces within, and 1 on the driveway. Total building height should provide for 2 habitable floors with maximum building height amended or alternately amend the measurement baseline of height to BFE plus maximum allowed freeboard. This is a sensitive change from a compatibility and aesthetic standpoint, especially in the interim as new construction will look markedly different from existing, but it is a necessary change from both parking and resiliency perspectives. As the Village amends its zoning code, careful consideration and regulation of aesthetics and landscape will be important for single-family regulations. The recommendation is to amend zoning requirements for single-family homes from two spaces per home to three spaces per home.

Legacy Buildings

Legacy buildings are buildings that are grandfathered as legally non-conforming from older regulatory requirements. These buildings have a long-standing presence in the community and will continue to invoke more demand than there is capacity for. Until redevelopment of these sites occurs or until the owners or condo associations determine to build or contract additional capacity for their market-based reasons, the overage can be addressed by parking management strategies in the short-term, and additional parking capacity in the long-term.

Recommendation 3: Static Wayfinding

This is a parking management strategy that requires a low level of capital planning; however, permitting may take longer. It is a Phase ll Recommendation for immediate inclusion in the Village's FY 2024/2025 Capital Improvement Plan.



Static wayfinding is the placement of permanent markers that help people find their way to the destination indicated on the wayfinding signage. International symbols are often used, especially in multilingual areas. The signage simply provides the name of a place, a logo or symbol, and an arrow, with signs to guide a person through each turn. This recommendation is for guidance to public parking and is intended for visitors to reach the elementary school and public park. The intent is to take visitors, not necessarily by the shortest path, but the path that causes the least intrusion into Treasure Island residential neighborhoods; thereby reducing traffic on neighborhood streets and the possibility of parking by visitors to the park and school. The signage is not for residents; they know their way and the unintended shortcuts.

The intent will be to guide traffic destined for public parking from eastbound or westbound Kennedy Causeway to avoid turning at the intersections with Adventure Avenue and Hispañola Avenue and use East Treasure Drive as much as possible.

The wayfinding will consist of three sets of signs as described below. Since the signs are on a State Road, permitting will be with the Florida Department of Transportation.

Location	Signage Type	Message	Other
Approach to Kennedy Causeway Intersection with East Treasure Drive, Eastbound lanes	• Permanent on post • Static Message • Illuminated	Indicate parking for the park and school is to the left	Design adaptable to future installation of dynamic electronic sign that displays the number of available parking spaces
Approach to Kennedy Causeway Intersection with East Treasure Drive, Westbound lanes	• Permanent on post • Static Message • Illuminated	Indicate parking for the park and school is to the right	
Approach to Kennedy Causeway Intersection with Adventure Avenue, Eastbound lanes	• Permanent on post • Static Message • Illuminated	Indicate parking for the park and school is straight ahead	None
Approach to Kennedy Causeway Intersection with Adventure Avenue, Eastbound lanes	• Permanent on post • Static Message • Illuminated	Indicate parking for the park and school is straight ahead	None

Recommendation 4: On-Street Capacity Enhancement

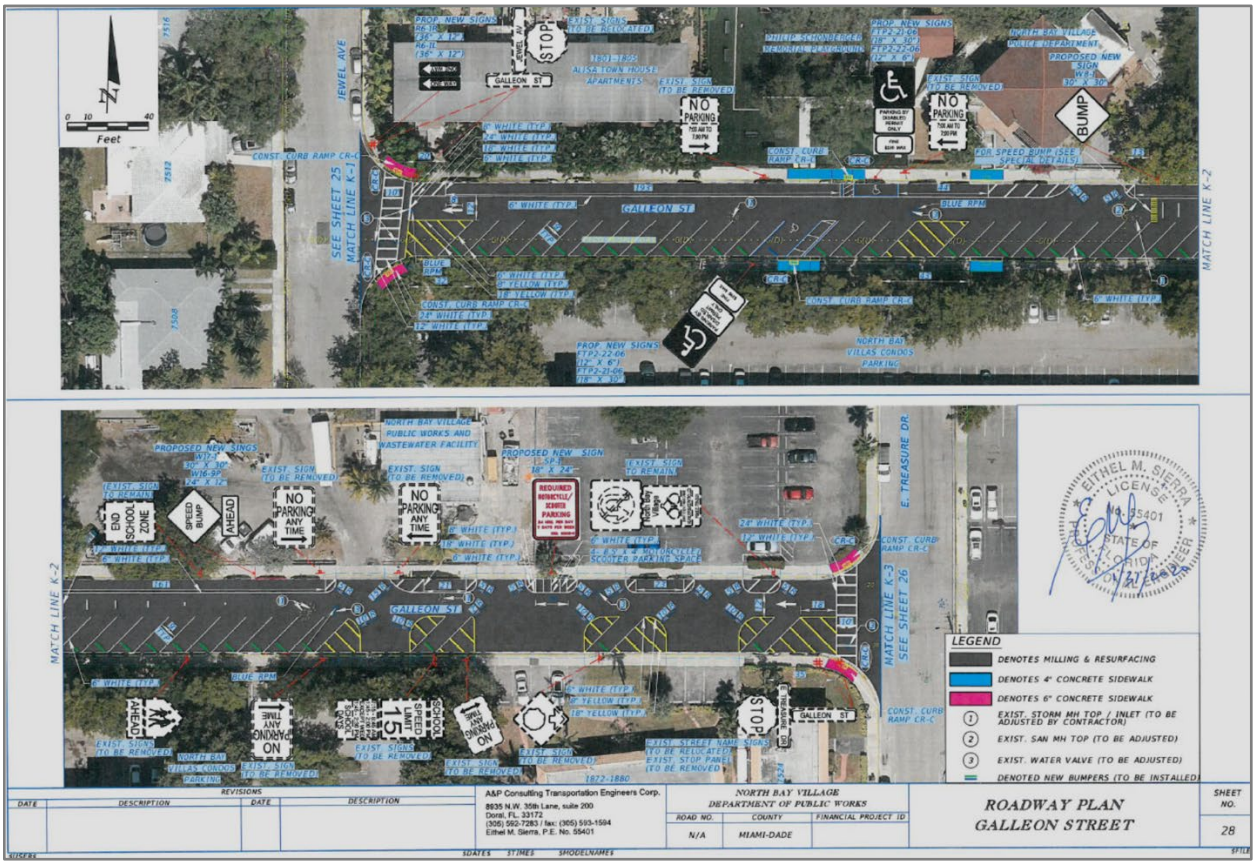
This is a parking capacity improvement that requires relatively low-cost improvements, consisting of pavement markings and signage. It is a Phase ll Recommendation for inclusion in the Village's FY 2024/2025 Capital Improvement Plan.

Based on survey responses and zoning analysis, additional parking capacity within the walkshed of the multi-family area is needed. Based on the analysis, there may be a shortfall of an order of magnitude of several hundred spaces.

Galleon Street On-Street Parking

In 2022, The Village contracted for an analysis of parking required for the North Bay Village AFA Soccer Complex proposed for the fields on the south side of the Treasure Island Elementary School to provide parking generation calculations for a soccer complex located north of Galleon Street. The analysis included a conceptual layout to provide additional on-street parking on Galleon Street by making it a one-way street and marking 45-degree angle parking on the south side. While retaining most of the parallel parking on the north side. The analysis included conceptual drawings for reconfiguring Galleon Street as one-way with angle parking and providing 61 regular parking spaces with 4 marked motorcycle spaces. The plan increases parking capacity by 15 spaces more than the existing on-street spaces.

Galleon Street Roadway Plan for Additional Parking



Other On-Street Parking Capacity Improvements

The other two-way, undivided (without median) streets on Treasure Island generally are on 50-foot-wide rights-of-way, having curb-and-gutter drainage with sidewalks. The pavement width, not including gutters is generally 38 feet and includes two travel lanes and two parking lanes on each side. On-street parking efficiency is reduced greatly by short distances between driveways and planted bulb-outs in the north/south single-family area streets and by 90-degree head-in parking in front of some of the smaller condominiums in some parts of South Treasure Drive. The short spacing and high frequency of curb cuts do not provide a good setting for consideration of creating one-way streets with angle parking. There would be little, if any benefit to be gained for the cost of the improvements and the undesirability of angle parking in a single-family neighborhood.

On-Street Motorcycle and Scooter Parking

As noted for Recommendation 2, there is a trend toward an increased number of motorcycles and scooters owned and used for daily transportation in North Bay Village. This recommendation is that the Village include in its on-street markings, additional motorcycle/scooter spaces at a ratio of 4 per street to accommodate this growing trend. This would facilitate greater safety and security for motorcycle/scooter riders and increase the number of vehicles that could be parked on-street in Treasure Island, by increasing the density of vehicle parking per linear distance of streets, and also facilitates the use of spaces between driveways that are substandard for a 22-ft. long regular vehicle spaces. The minimum dimensions for the motorcycle spaces are 8-ft. long by 4-ft. wide; therefore, five 90-degree, two-wheeled spaces fit where one parallel car space would be; however, it is recommended to use 60-degree angle motorcycle spaces that are easier and safer for riders to back into and merge from into travel lanes. In this configuration, four two-wheeled spaces would fit in the length of one standard car space.

Motorcycle parking spaces can also provide additional parking in locations where the distance between driveways, no-park zones, and curbs is insufficient for regular vehicle spaces. For example, referring to the plan for Galleon Street, there are large buffer areas on the angle parking side near the corner with Jewel Avenue, and between driveways near East Treasure Drive that would be more efficiently used for motorcycle/scooter spaces; thereby adding spaces and freeing other areas that can be used for regular vehicular parking.

On Street Compact Spaces

Low-Speed Electric Vehicles (LSEV), also called Neighborhood Electric Vehicles (NEV) are federally regulated and are defined as a four-wheeled motor vehicle that has a gross vehicle weight rating of less than 3,000 pounds and a top speed of between 20 mph to 25 mph. In Florida, they are registered and permitted on public streets with a maximum speed limit of 35 mph. Any LSEV modified to exceed 25 mph becomes subject to the safety requirements of passenger cars. Their popularity for local trip-making is increasing throughout the State, and as compact vehicles, their small parking area needs can be leveraged to provide additional parking on Treasure Island. Additional zoning requirements are proposed to facilitate the parking of LSEV in new development, while also providing more parking garage efficiency by providing possibilities to use space in underutilized areas around columns and other structural elements. The recommendation is that the Village permit off-street parking requirements be amended to permit one LSEV space per every ten (10) standard parking spaces, up to a maximum of ten (10) spaces. The minimum dimensions for the LSEV spaces are 12-ft. long by 6-ft. wide and shall have direct access to vehicular circulation aisles. For residential uses, spaces shall be required to provide Level 1 (single-phase, 120-volt)

charging. Commercial spaces may optionally provide charging; however, it should not be required. In both implementations, LSEV spaces shall require signage that limits their use exclusively to LSEV.

LSEV may also use compact spaces that are of dimensions of 15’ long by 8’ wide; however, compact space requirements are not recommended, due to their frequent misuse by regular-size and large vehicles. In a similar manner to the location of on-street motorcycle spaces, the use of LSEV spaces can more efficiently use the streets for parking where the distance between driveways, no-park zones, and curbs are insufficient for regular vehicle spaces.

Recommendation 5: Public–Private Partnerships

This is a parking capacity improvement that requires no capital cost on the part of the Village. It consists of planning level coordination with major new development proposals. It is a Phase II Recommendation and will occur with private redevelopment applications, permitting approvals, and construction.

Large-scale mixed-use developments are expected to continue to be proposed for Treasure Island. The mixed-use developments provide parking for their mix of uses with reduced requirements compared to single uses to account for the beneficial effects of internal trip-making, complementary shared parking, and increased transit use.



Of particular interest in the foreseeable future, the Shoma development is well located to serve the southeastern part of Treasure Island without requiring residents to walk more than 5 minutes or to have to cross the Kennedy Causeway.

The Village engaged with the Shoma developer to determine if there is interest in providing additional capacity of market-rate, paid public parking to serve the needs of the multi-family residential area. The Shoma approval shows 750 parking spaces, where 506 are required for the development. The project will provide a surplus of 244 regular parking spaces for public and potential use by Treasure Island residents. The Shoma site is located fronting Kennedy Causeway, and just west of East Treasure Drive. With access also from the south side of the project, the additional parking spaces are ideally located within a 5-minute walking distance from the condominiums and apartments on the east side of Treasure Island that have the greatest need for additional off-street parking capacity.



This recommendation includes that the Village should continue to work with other new development proposals with enough scale to provide meaningful public parking capacity, with an emphasis on the east side of Treasure Island in the area that has safe and convenient pedestrian connectivity that is highlighted on the map at right with the blue dashed line.

In addition to major developments, the Village should engage with other commercial property owners along the south side of the Kennedy Causeway that have unused parking capacity at night and/or on weekends to provide shared parking with Treasure Island residents.

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APPENDIX A

NORTH BAY VILLAGE

TREASURE ISLAND TOWN HALL

PRESENTATION

North Bay Village Treasure Island Parking Study

Town Hall
May 21, 2024



1

Purpose of the Study

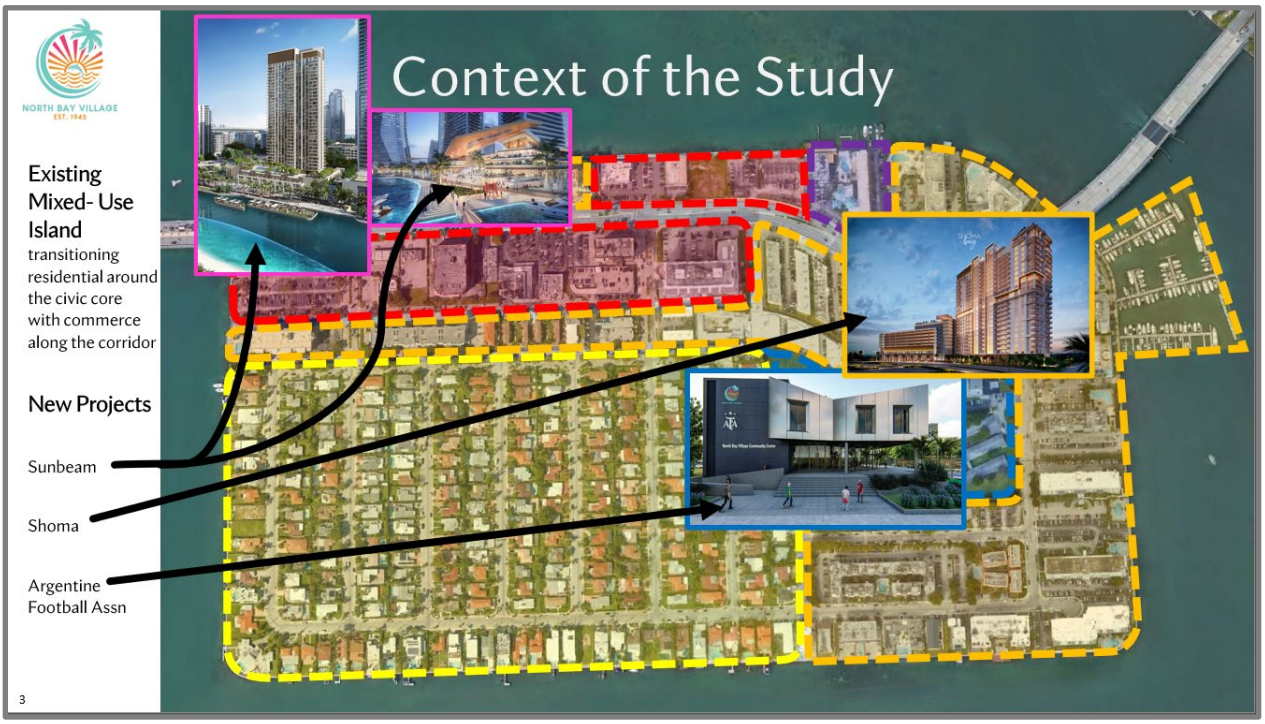
Improve:

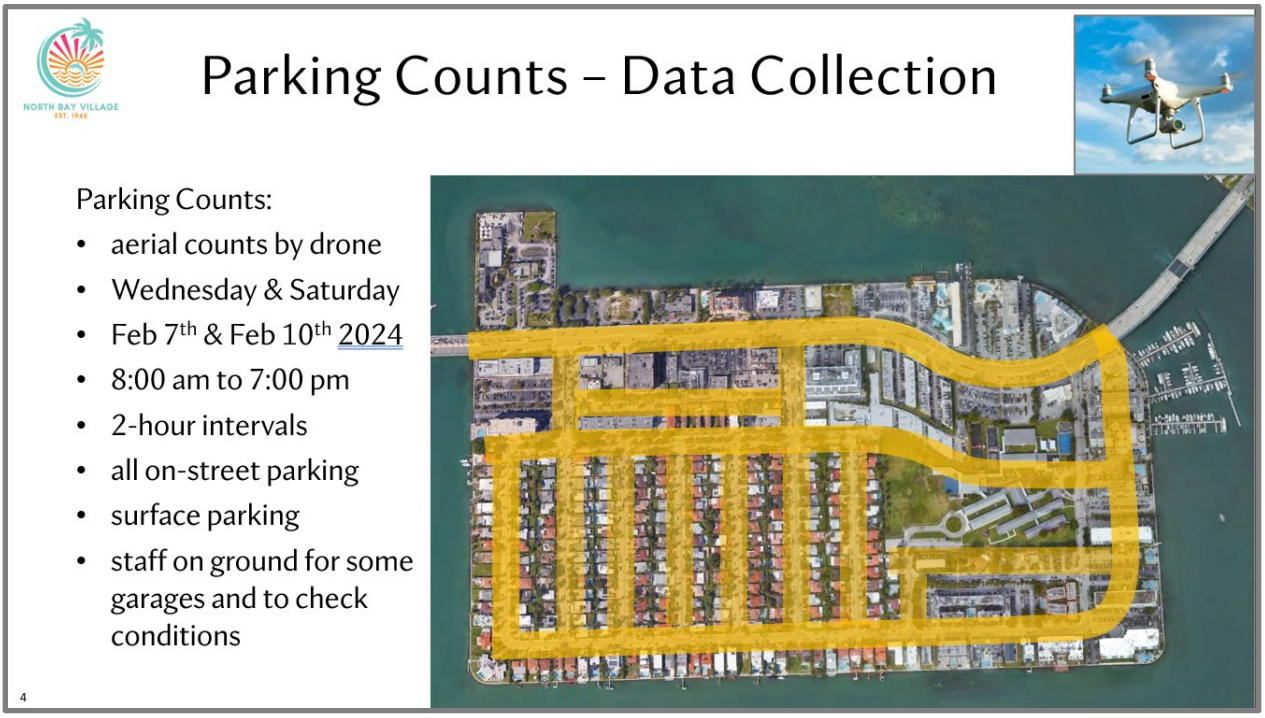
- Residents' quality-of-life
- Economic viability of existing and new development

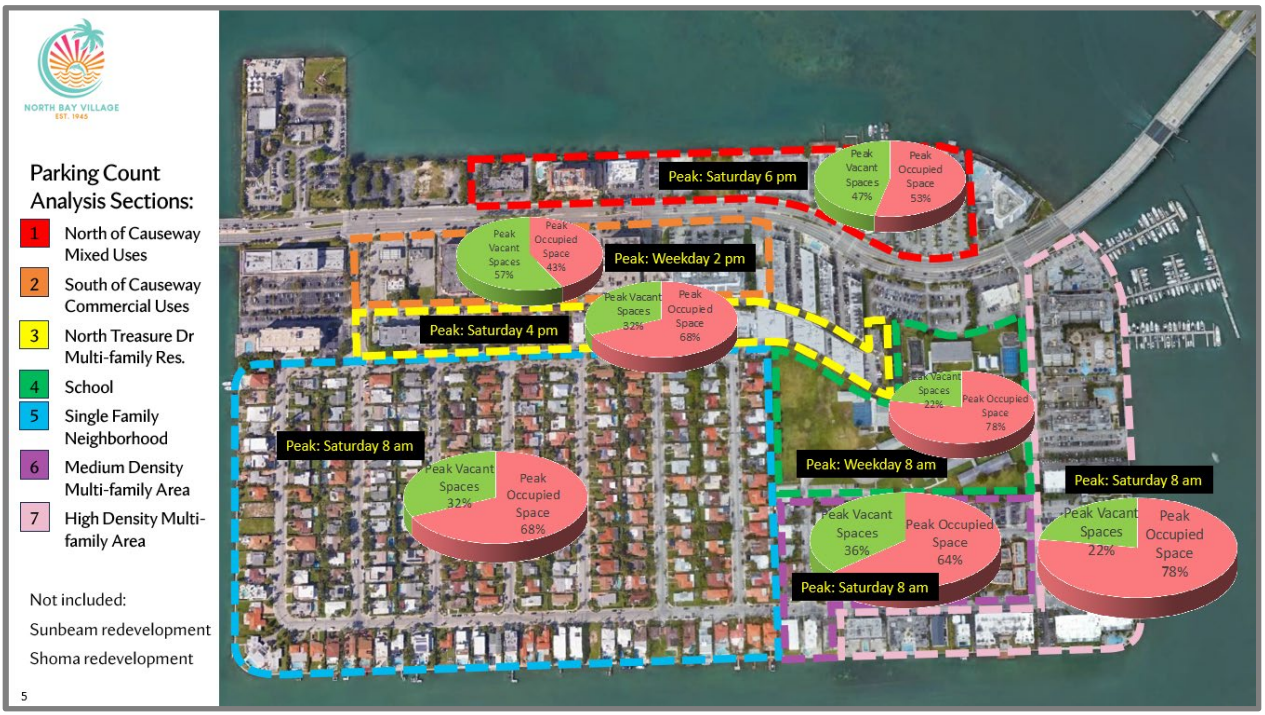
Define:

- How much parking is provided in the study area
- How parking is being utilized and if demand exceeds capacity
- Identify additional capacity if needed
- Define parking regulations for new development opportunities
- Identify feasible management strategies

2


Context of the Study
Existing Mixed- Use Island
transitioning residential around the civic core with commerce along the corridor
New Projects
Sunbeam
Shoma
Argentine Football Assn
3


Parking Counts – Data Collection
Parking Counts:
• aerial counts by drone
• Wednesday & Saturday
• Feb 7th & Feb 10th 2024
• 8:00 am to 7:00 pm
• 2-hour intervals
• all on-street parking
• surface parking
• staff on ground for some garages and to check conditions
4



Single-Family Area – Public Input

200 dry and 46 waterfront single-family homes platted on 60- frontages

- 3 car spaces in general with a maximum of 4
- 1 to 2 cars in driveway/garage, 1 to 2 on-street
- household automobile ownership is increasing

Public Input

- work trucks parking on street
- condo parking intrusion
- "ghost parking" – people leave their cars long-term on island to go elsewhere

6

Single-Family Area – Survey Findings

60 responses

How many vehicles do you have	2.5 average
Spaces Available (stated by survey responses)	
• In your garage	1.4
• In your driveway	0.3
• On-street in front of your house	1.1
	2.8 average spaces
Average Surplus of Spaces	0.3 average spaces
Feel that there is not enough parking	63%
Would support a residential permit program	75%
Would be willing to park at a surface lot and walk to vehicle	6%
Would be willing to park at a secure garage and walk to vehicle	23%
Would be willing to park at a garage and take Freebie	17%

7

Multifamily Residential – Public Input

Southeastern part of Treasure Island

- 14 medium-density properties with 311 residential units, 495 bedrooms
- 5 high-density properties with 1,566 residential units, 2,820 bedrooms
- Legacy buildings without enough parking for current vehicle ownership trends
- Legacy medium-density buildings with 90-degree parking reduce on-street parking

Public Input

- short-term rentals bring higher occupancy and additional vehicles

8

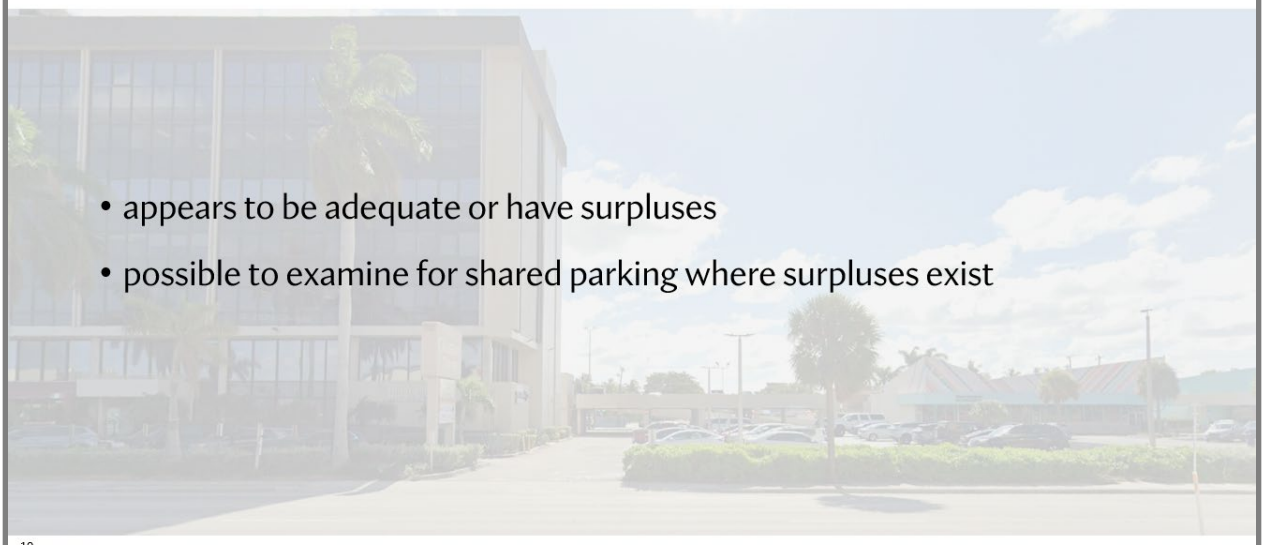
Multi-Family Area – Survey Findings

96 responses

How many vehicles do you have	2.0 average
Spaces Available (stated by survey responses)	
• Assigned to your unit in a garage	0.9
• Assigned to your unit on surface parking	0.6
• Rent additional space at another location	0.1
	1.7 average spaces
Average Deficit of Spaces	-0.3 average spaces
Do you have to park one of your vehicles on the street	54% yes
Would support a residential permit program	52%
Would be willing to park at a surface lot and walk to vehicle	40%
Would be willing to park at a secure garage and walk to vehicle	49%
Would be willing to park at a garage and take Freebie	48%

9

Findings: Commercial Parking



- appears to be adequate or have surpluses
- possible to examine for shared parking where surpluses exist

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Synopsis

Is there Sufficient Parking on Treasure Island?
Yes, based on count data, and when considering the Island overall, peak parking occupancy is 46% for all areas on a weekday and 54% on a Saturday. The weekday and Saturday peaks occur at 8 am. Late afternoon at 6 pm is a close second at 44% (weekday) and 47% (Saturday).

Are there localized hotspots?
Yes, the hotspots are North Treasure Drive, Hispanola Avenue, and Mutiny Avenue.

Is there sufficient parking in the single family area?
Yes, notwithstanding hotspots. In addition, based on survey data many residents do not have full use of their driveway and garage. Many depend on street parking to park their vehicles, and the average surplus of parking is very low at 10%.

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Synopsis continued

Is there sufficient parking in the legacy multi-family area?
No. Based on survey data, there is a deficit of 0.3 vehicles per residential unit. Many of the buildings, built in the 1960's do not have enough parking to meet current vehicle ownership patterns. Over half surveyed, report having to rent additional parking off-site. Zoning analysis supports that there is a large deficit of parking compared to current zoning requirements. For the entire area, there are 2,547 parking spaces, whereas today's zoning requirement is 3,213.

Is there sufficient parking in the commercial area?
Yes. Parking occupancy is low for the 1,076 spaces. Some commercial properties are vacant or underutilized, and parking occupancy will increase as redevelopment gains momentum. New construction will include adequate parking and commercial parking should remain adequate.

Are there suggestions for revision to of land development regulations?
Yes. Analysis for the single-family area suggests review of the land development regulations to provide more than 2 parking spaces per home.

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Recommendations:
1. Residential Parking Program

Short Term – for immediate implementation

Management strategy – minimal capital cost

Hang Tag Program

Different Colors for Single Family and Multi-Family

- to help Village track needs
- West Parking District – single-family home area - yellow
- East Parking District – multi-family home area - orange

Treasure Island Residents' Hang Tag Rules Recommendations	
Limit Per Single-Family Home	2 Tags
Cost for First Tag (Class 1 Vehicle)	Administrative Fee (determined by Village)
Cost for First Tag (Class 2 Vehicle)	Administrative Fee + $100 / year
Cost for Second Tag (Class 1 & 2 Vehicle)	Administrative Fee + $100 / month
Maximum Duration in Same Location	72 hours or street cleaning schedule, whichever is first



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Recommendations:
2. Paid Street Parking w Smartphone App

Short Term – for immediate implementation. There is a low capital cost (signs)
East and West Residential Parking Districts - Residents with Hang Tag are exempt
Differential pricing to discourage long-term and overnight parking, and single-family area parking

Morning Peak	All Island Weekday, 7:00 am – 9:00 am			West Parking District Weekday, 7:00 am – 9:00 am			East Parking District Weekend 7:00 am – 9:00 am		
Duration	1 hour	2 hours	Each additional hour	1 hour	2 hours	Each additional hour	1 hour	2 hours	Each additional hour
Cost	$4.00	$8.00	n.a.	$2.00	$4.00	n.a.	$1.00	$2.00	n.a.
Midday Period	All Island Weekday, 9:00 am – 3:00 pm			West Parking District Weekend 9:00 am – 3:00 pm			East Parking District Weekend 9:00 am – 3:00 pm		
Time Duration	1 hour	2 hours	each additional hour	1 hour	2 hours	Each additional hour	1 hour	2 hours	Each additional hour
Cost	$2.00	$4.00	+ $4.00	$2.00	$4.00	+ $2.00	$1.00	$2.00	+ $1.00
Afternoon Peak	All Island Weekday, 3:00 pm – 7:00 pm			West Parking District Weekend 3:00 pm – 7:00 pm			East Parking District Weekend 3:00 pm – 7:00 pm		
Duration	1 hour	2 hours	Each additional hour	1 hour	2 hours	Each additional hour	1 hour	2 hours	Each additional hour
Cost	$4.00	$8.00	n.a.	$2.00	$4.00	n.a.	$1.00	$2.00	n.a.
Overnight Period	All Island Weekday, 7:00 pm – 7:00 am			West Parking District Weekend 7:00 pm – 7:00 am			East Parking District Weekend 7:00 pm – 7:00 am		
Duration	1 hour	2 hours	Each additional hour	1 hour	2 hours	Each additional hour	1 hour	2 hours	Each additional hour
Cost	$2.00	$4.00	+ $ 4.00	$2.00	$4.00	+ $ 4.00	$2.00	$4.00	+ $ 4.00



14

Recommendations:
3. Revise Zoning Code

Short Term – for immediate implementation

Regulatory – no capital cost

Amend zoning requirement for single-family homes from 2 on-site spaces per home to 3 on-site spaces per home.

Dwelling Unit Type	Zoning Requirement	Actual Average Vehicles Reported
Single Family Home	3 ~~2~~ spaces	2.5 spaces
Multi-Family Residential south of Kennedy Causeway		
Efficiency and Micro Units	1.25 spaces	2.0 spaces (number of bedrooms not known)
1 Bedroom	1.25 spaces	
2 Bedroom	1.75 spaces	
3 Bedroom	2.25 spaces	
Each additional bedroom over 3	0.5 spaces	
Residential Guest Parking	10% of total	

15

Recommendations:
4. Static Wayfinding

Short Term – for immediate implementation to start permitting on State roadway

Management strategy - minor infrastructure – minimal capital cost

The purpose is to guide visitor traffic destined for the school, park or condos away from going through single-family neighborhood streets.

Location	Signage Type	Message	Other
Approach to Kennedy Causeway Intersection with East Treasure Drive, Eastbound lanes	• Permanent on post • Static Message • Illuminated	Indicate parking for park and school is to the left	Design adaptable to future installation of dynamic electronic sign that displays the number of available parking spaces
Approach to Kennedy Causeway Intersection with East Treasure Drive, Westbound lanes	• Permanent on post • Static Message • Illuminated	Indicate parking for park and school is to the right	
Approach to Kennedy Causeway Intersection with Adventure Avenue, Eastbound lanes	• Permanent on post • Static Message • Illuminated	Indicate parking for park and school is straight ahead	None
Approach to Kennedy Causeway Intersection with Adventure Avenue, Eastbound lanes	• Permanent on post • Static Message • Illuminated	Indicate parking for park and school is straight ahead	None



16

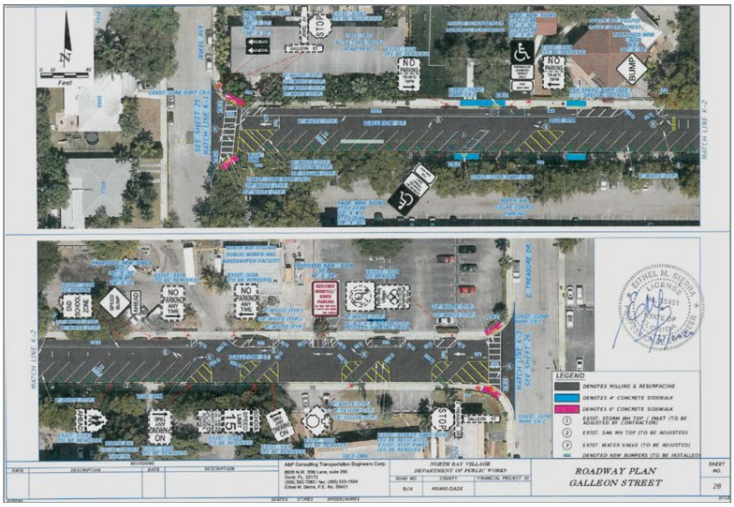
Recommendations:
5. On Street Capacity Enhancements

Mid-term – for immediate addition to FY 2024/2025 CIP

Capacity Strategy
- minor infrastructure
- relatively low capital cost

Provide additional spaces on Galleon Drive within the multifamily area per 2022 concept plan

Parking increase is small (from 57 to 65 spaces) and also adds safety enhancements



17

Recommendations:
6. Public-Private Partnerships

Long-term time frame

Capacity Strategy
- No capital cost
- Cost option to users

New, large-scale mixed use developments could provide some parking for public use.



Increase in parking capacity can be significant.

Focus must be on area within walking distance to/from the multi-family area.

Shoma developers have shown interest to provide public parking.



18


Thank you
Questions?
19

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APPENDIX B

NORTH BAY VILLAGE

TREASURE ISLAND PARKING TOWN HALL

TRANSCRIPT

(unedited, summary on page 7 of report)

18:09:17 1, 2, 1, 2. Very good. Okay, good afternoon, everyone. Welcome to our second in a series of town halls on our Trader Island Park and Study.

18:09:30 All these residents out the last town hall we had We never saw so many. So it means that this must be something that all of you ever vested in.

18:09:44 Good to see you again, sir. And so at this time we're gonna get started.

18:09:46 I wanna invite at this time the Treasure Island. Commissioner. And while she's coming, I want to recognize our village manager.

18:09:55 I'm Dr. And the chief of staff. Mr. Leo. And of course, for our commissioner.

18:10:08 Mr. Chris Molina. I understand I'll turn over to. Our commissioner come on give her a run of applause you very nice welcome thank you

18:10:18 Good evening, neighbors. I'm Rachel Stritfeld and I have to correct the record because Chris Molina's title is Chief of Staff to the Village Commission.

18:10:28 I see you laughing. Okay. Thanks so much for being here. We kicked off this process to study the parking on Treasure Island several months ago.

18:10:42 North Bay Village retained an outside consultant, the Coradino group, they are a planning firm.

18:10:50 They work on various planning projects all over South Florida. And specifically what they're doing is evaluating the parking needs on Treasure Island needs how many parking spaces do homeowners on Treasure Island need?

18:11:07 Do they need additional parking spaces outside of their? Please, how much street parking do they need? How much parking do our on Treasure Island need.

18:11:18 For example, the Treasure Island Care Center, the KLA school. Yes, they have parking on their property, but we also know that many of their staff also park.

18:11:28 On cutlass and on buccaneer. And on what we you know, deemed to be our quote unquote residential streets.

18:11:37 But we also know that parking on Treasure Island is free. That it doesn't cost anything for anyone to, let's say, Park their car, grab a lift or an Uber to the airport.

18:11:50 Go to Brazil for 3 months and then come back. So the ghost car quote unquote ghost car issues on Treasure Island or something else that we're talking about.

18:12:01 We also know that the parking situation is much more difficult and chaotic. On the east side of Treasure Island than it is on the west side of Treasure Island where I live.

18:12:12 So. Cordino convened a kickoff meeting with residents. We had a really great turnout.

18:12:18 We also have a steering committee, a Treasure Island parking study steering committee and that's made up of residents.

18:12:26 Castro, are you on that steering committee? Okay, how many times as our steering committee met?

18:12:33 Okay, so the steering committee has met 3 times to give very concentrated detailed feedback on the parking study.

18:12:41 And so we're here tonight. To learn about the results of the parking study. To hear some proposed recommendations to offer our feedback on what those recommendations are.

18:12:54 And this is yet just another step of public engagement where we want to hear from you the good the bad the ugly all of your ideas all of your feedback so that the Coradino group can compile all of that feedback into a document to then present some recommendations to the North Bay Village Commission who will then hear those recommendations.

18:13:16 In a presentation that what I expect will be Ralph the July Commission meeting. The June commission meeting you have quite the deadline my friend okay so the feedback that is gathered tonight is going to very quickly be turned into a memorandum to the commission to make it to the June Commission.

18:13:36 And so everyone, please mark your calendars because the North Bay Village Commission meeting in June is scheduled for Tuesday, June, the 11th and that is right here in this room.

18:13:46 At 6 PM. When the commission will discuss these recommendations. So if you have feedback here tonight and you want to reiterate that feedback to the actual decision makers, that's gonna be Tuesday, June 11th at 6 o'clock.

18:14:00 And with that, thank you again for being here. Please eat sandwiches and cook get us and take copies of the presentation that are on the back table.

18:14:08 And I'm going to hand it over.

18:14:13 Thank you, Commissioner. My name is Mark Alvarez and I'd like to thank everybody for coming out.

18:14:21 I'm with the Corardino group. I'm the project manager of this. Hmm. So, and we have provided draft recommendations to the, maybe I should use the other one just doesn't sound it.

18:14:34 Is that better? Yeah. We have provided draft recommendations for the administration and we will be bringing them to the commission on June 11th after this meeting and we would like to get your feedback.

18:14:46 On the recommendations, which are just draft this point.

18:14:51 So I have a short PowerPoint. When we started the study, the main purpose is to improve your quality of life.

18:14:58 Parking does affect everybody's quality of life. We all have cars and we need to put them somewhere.

18:15:03 And it's also about the economic viability of this of the village. Because as it develops as more development comes in, this will become an issue for for new development and for quality development to have.

18:15:16 The streets with sufficient parking. We look to a few things. First, st we wanted to define how many, how much parking is actually on the street on the surface parking in in the private properties.

18:15:27 So we did that. We did we looked at how the parking is utilized and we divided that up.

18:15:32 By street parking. Our street parking and all street parking for residential for single family residential and for multi-family residential or the east side of the West Side as well as the commercial.

18:15:46 We looked at parking regulations, which are You know, we already know you can park for free and there's no particular limits.

18:15:53 And then we look to identify management strategies and strategies to help with the issues. So we came into the study, we're very well aware of the context of the study.

18:16:05 The treasure island is actually very nicely laid out. Because it is almost a walkable, sort of a mixed use island.

18:16:12 You have the core, which is the Kennedy Causeway. It's not well developed right now, but it is going to be.

18:16:18 And then you, move back into the residential area 1st through, multi-family residential, moving back into single family.

18:16:28 That is typically starting out a new town, how people try to do it. We are also aware that you have very large developments coming in the next few years with Shoma with Sunbeam and of course the American the Argentine Football Association building at Park.

18:16:45 So, sorry. Oh, sorry. It's sponsored.

18:16:50 Bye. Yeah, you're right. Okay. It's a partnership with the village.

18:16:58 So we, looked at that as well and in fact in certain cases when we did start our surveying were We left out the land that Sunbeam will be on because there's no point.

18:17:09 And some of the other vegan parcels that will be developed. We didn't do a parking study on those because We already know what development will be.

18:17:16 And what the parking will be. So the 1st thing we did was we counted cards. The nice thing is that in the island is already compact.

18:17:25 And we were able to count cars the efficient way we use drones. We hired a company FAA license company to fly drones.

18:17:33 We flew a drone. Normally we do parking study like that on a weekday and on a weekend.

18:17:38 So we did February https://linkprotect.cudasvc.com/url?a=https%3a%2f%2f7.th&c=E,1,iu-ciQWeumOtmen-ALs3hauAdx7ltR7t-RVSVrDvwgSO6jQ2YPBv92pH7mh6rh-Fn5TfxPs72saMH1Jaz5Ie_qxMwrRIHJvj3a_-5W9iMk6s&typo=1 In February, 10, th a Wednesday and a Saturday. We flew from 8 to 7 o'clock at night, 8 in the morning to 7.

18:17:46 It's basically 2 h intervals. So take him with the drone because of course they have to fly line of sight.

18:17:52 So it would take them about an hour and a half to get to the island and then start again 2 h later.

18:17:57 We did all the on street parking, all the surface parking. We did have somebody on the ground to Go into the garages that we could get into.

18:18:05 And we Hold our data together. And we have all these nice pie charts. So we divided the island into 7 sections.

18:18:16 7 sections are fairly logical to the the type of development. So we have the north of the causeway.

18:18:21 And again, you see we leave out the Sunday portions. North of the causeway part of it.

18:18:27 South of the causeway is another is our district or parking analysis system too. Which is all the commercial areas, it includes this building.

18:18:36 And then further south from that we had the 3rd district, which is we call the North Treasure Drive multifamily residential, so low density multifamily between North Treasurer Drive and Pirates Sally.

18:18:49 And it does include the care center as well. And then we, the probably the most, we also did the school separately.

18:18:58 That's outlined in green. On the map and then we I think the most important one is a single family neighborhood.

18:19:05 Everything from West Treasure Drive to to Jewel Avenue not including tool basically to the back lot line before the real line, excuse me.

18:19:14 And then we divided the. The multifamily area, 2 sections, one for the lower density, older developments and One for the high density towers, which are also older developments in many cases.

18:19:27 So what the pie charts. If you're familiar with them, the green is always good, but it's like not as good.

18:19:34 So green is the. The amount of area that's not occupied and Red is the amount of area that's occupied at the peak period.

18:19:45 The peak turned out to be early in the morning, 8 o'clock in the morning. Both weekdays and Saturdays.

18:19:51 The other peak that was very close was. The late afternoon, the 6 o'clock run in the afternoon.

18:19:57 Those are the peak times in the middle. The occupancy dips down a little bit although not much the middle of the day was more like 80 and 90% of the peaks so it's fairly consistent but we always we look for the peak.

18:20:11 And the peak was expected because we think that we have commercial next to residential is when people are coming to work and people haven't left.

18:20:19 Work from their homes and that's always the key where the sort of shoulder. Time. The overall take on this is that there is parking available on the streets and in the island, but we have hot spots and we have still perceived difficulties in the neighborhoods.

18:20:37 So we did 3 kinds of data collection. That was one. The other was public input, which we started at the very beginning.

18:20:45 We had 3 different meetings steering committees. We listened everybody. The single family area of course when we go through here You have about 200 dry and 46 boyfront single family homes.

18:20:56 There are theoretically 3 spaces for every home. Once 2 cars in the driveway once 2 on the street.

18:21:04 However, just going driving around and actually I lived here a couple of years ago, so I'm familiar with this.

18:21:11 There's small lots, there's 60 foot frontages when you have 2 driveways, you can't really fit a car in front of your own home.

18:21:18 The driveways are short. It's a lot of house on a small lot and as development occurs or redevelopment the homes get bigger.

18:21:25 So a lot of the problem stems from that. You're on smaller, 60 foot frontage lots and there's not always enough parking.

18:21:32 In the house. Public input, I think we, already told us about this, early on.

18:21:40 We have worked trucks parking. There are people who have complained. We're talking to come in the park and they keep their truck there all day.

18:21:48 That there's also condo parking intrusion. This is not enough parking. So they come further.

18:21:52 West into the single family area and then of course the coast parking. We could not see on our surveys, but we.

18:22:00 Get the point. But since parking is free here. Relatively unenforced, because it's not almost about overnight parking.

18:22:07 That people could leave their car here and it's an easy move to ride to the airport.

18:22:14 The 3rd way we took data was a survey, an online survey of people's preferences and stated opinions about the about parking.

18:22:23 The survey went out in. February through the beginning of March. We had it for 6 weeks.

18:22:30 We had about a hundred 90 responses, which is pretty good for a survey like that. It was advertised on cities.

18:22:37 Website, it was email blast and it was on social media. So we kept it up for 6 weeks so that we would get the best response we could.

18:22:45 And we divided the question, so we call it a branch survey. So the 1st question says, are you a resident of Treasure Island?

18:22:53 You own a home, do you own a condo or are you a business person or employee? So we separate them off into 4 actually 3 different surveys.

18:23:01 And then we ask questions. They're parallel questions, but they're a little different depending on who you are.

18:23:07 So we wanted to get the single family responses separate from the multi-family home responses and one of business and employees to answer separately different issues.

18:23:18 So this is a summary we can make that survey available entirely. Actually the summary is in reports every single question, all the numbers.

18:23:29 The interesting things with this. So one of the questions was how many vehicles do you have in your home?

18:23:35 And in single family area, it's the averages to 2 and a half. We went all the way from one to about 6 cars depending on the survey responses.

18:23:43 But the average is 2 and a half. There is surprise us, but it's worth noting that the houses were all built with the requirement of 2 parts.

18:23:52 And again, 2 and a half. It's not a deficiency, but it's a little tight.

18:23:56 So we also ask people And this is a stated survey that people answering. He said, well, how many?

18:24:02 How many spaces do you have in your garage? How many spaces on your driveway? How many spaces on the street?

18:24:06 And we took the averages of those. And so these are averages that's why there's fractions.

18:24:13 It's 1.4 in the garage. Which surprised me. I thought the Kwashians would be closer to Under one.

18:24:20 About. Point 3 on the driveway. I don't know what's on the drivers or maybe they've been shrunk or maybe they're filled with other things.

18:24:26 But very few people seem to have available space on the driveway. And most people depend on the street in front of their house and they're using 1.1 spaces.

18:24:36 We also note just casually as we Go to the area, a lot of. Built as as another room.

18:24:44 And we can only imagine that because these, you know, Which is so expensive people are pretty full, so we actually have a small surplus.

18:24:56 That's a very small surface of point 3 cars. In other words, on average people have 2.8 spaces for their house and 2 and a half parts.

18:25:04 So we know we're kind of tight in the single family area. Most people to Thursday said that they feel there's none enough parking.

18:25:11 3 quarters of the people in residential in a single family area said that they would support residential parking during the program.

18:25:19 And very, not unexpectedly, when we ask people what they parked somewhere else, the size of home, 6% said they would.

18:25:26 So that's not a lot. Nobody wants to park their far far far away from their home. And it didn't matter too much if it was.

18:25:34 A surface lot where secure garage, it's always better for a secure garage but still we didn't see big numbers.

18:25:39 And again that's something we expect. So we know that the answer for the single family area. Is not a remote.

18:25:46 We did the same thing in the multi-family area. Again, this public input.

18:25:52 Other than the single family area. The additional piece of, of public input was that. Short-term renters have more parts.

18:26:01 And that seems to be a feeling that people have. What we also notice is that of course just like on, you know, like a lot of areas.

18:26:11 Most of these buildings are a lot of these buildings were built in the sixties. And even some of the towers in the sixties it was general rule was like one car per dwelling.

18:26:23 People didn't have as many cars in those days and one seemed to be sufficient. What we have now is more cars for every single dwelling unit.

18:26:32 We have Now, and now for the zoning, we count that so we've gotten a little more clever about it.

18:26:38 You know, everybody owns a car. So each. Kind of like, but back then those, were all just one car per unit.

18:26:48 So we have a lot of legacy buildings. We can't do a lot of about them. We have a lot of issues.

18:26:53 We suddenly impose a different parking regulation. It's a little bit of taking their rights away. So we're.

18:26:59 Avoiding that entirely.

18:27:02 We did this again going back to the survey for multifamily. Same questions, but we're slightly different because it's a little bit of a different situation, but.

18:27:11 How many people? How many vehicles per rental of per, condominium or rental unit is too cars per unit.

18:27:19 Remember, a lot of them built one space per unit. The space is available as people stated it.

18:27:25 All in all, they they feel like they have 1.7 spaces and a lot of them are parking off site.

18:27:31 We don't know where we know the parking lot site because I said so. 50 half of them said they parked one or more of their vehicles on street.

18:27:39 And I guess there About, there was another half that said that they're parking. Somewhere else.

18:27:46 Again, we don't know, but people are finding some other place. So we know that there is a significant shortage in the multi-family area.

18:27:56 We can we multiply these numbers by how many units? That's not an exact. We can really calculate how many units we need, but it comes out to somewhere in the range of.

18:28:06 600. Again, based on this kind of service, we wouldn't do that. At least not to build parking.

18:28:14 So the basic findings and summary of for commercial parking from the. From the survey and from both surveys.

18:28:25 Nobody actually put commercial parking, business owners and employees didn't really answer. Our online survey. From flying the drone, we know that there's pretty well adequate parking in commercial areas.

18:28:36 We also understand that. Treasure Island in the transition right now. So a lot of these areas are a little empty.

18:28:42 They're underutilized as they become better utilized as the mix of these changes. That will also have a, zoning code.

18:28:53 We have new regulations. We don't expect it to be a problem. Whatever gets built there will have sufficient parking.

18:29:07 Yeah, and your parking requirements are. Pretty strong because you also include visitor.

18:29:15 So our synopsis was kind of boiling all the information down. Do we have enough parking? On Treasure Island in the overall answer, In overall, the answer is yes, there is enough parking.

18:29:26 This is not where people want it, particularly if you own your own home. You want parking to be in front of your house.

18:29:32 So we understand that. There are localized hotspots and it even showed up on the data.

18:29:37 Hispaniola, New, and North Treasurer drive. Just a little bit of KLA.

18:29:42 I have I heard the reports about care center employees. It seems to bear out because we did take the data.

18:29:49 For each of the cross streets in the single family area. And we noticed there was little little sort of lips on some of those sheets.

18:30:00 In the single family area, like I said, we. See that there is sufficient parking at the moment, but it's very tight and that causes the perception that there's not enough.

18:30:10 May not find state space in front of your house.

18:30:17 Okay.

18:30:21 Not really.

18:30:27 Got enough.

18:30:46 Okay. Because there's people online, we have to do this. Gee.

18:31:10 So. The question of is there sufficient parking in the, we phone the legacy apartment buildings once built in the sixties.

18:31:19 That's our term for legally non-compliant. Sounds awful. So based on the survey data, we see that there is a This is the stated survey where people said.

18:31:30 There's about point 3 vehicles for residential. Efficiency. Over half of the.

18:31:38 Of those surveyed, like I said before, are renting spaces somewhere else. It tells us a lot.

18:31:43 And finally, even when we look at the zoning. Requirements, the current zoning requirements. Would require about a thousand more spaces for those buildings than they have now.

18:31:56 Because current zoning requirements go by bedrooms and they add a 10th more visitors. So they require many more spaces.

18:32:04 That's probably over parking it but It's still we're not even close to the current zoning code.

18:32:10 In the commercial area, again, there's about a thousand spaces. They're, pretty vacant.

18:32:16 Again, as the island develops, that will change. But I think again, we will have enough parking in that area.

18:32:22 And finally, suggestions to revise the land development regulations. Again, the current requirements for the condo and for the multi family is more than sufficient.

18:32:34 However, and we know that there's a zoning study. And changes going on right now. Current requirement for single family homes is 2 bars.

18:32:42 We see just on Trevor Island on survey that people own about 2 and a half on average. And most of us know that.

18:32:49 You know, the number of cars you want kind of goes up with. Place point of the house. And not only that, those cars are getting bigger.

18:32:57 If anyone owns the big, you know, Dodge RAM, 2,500, those things are 20 feet long.

18:33:01 They take up a lot of space. So. We do need more garage space and we've talked to zoning consultant.

18:33:07 This works out because now you have to have. On new construction of understory or basically a non habitable round floor.

18:33:14 So. That will be worked out so that new construction has more space underneath it. Floor cars. We do need to address that.

18:33:24 So we have 6 recommendations. One and 2 go together. And so I'll, Put them out there, hold off until I guess number 2 because really the parking program doesn't make sense until you get to number 2.

18:33:39 We're recommending a hang tag program. We like simple technology and I think a lot of people respond better to a tag.

18:33:46 That they can hold this phone. On the nerve. We would have 2 tags, one for the single family area, one for the multi-family area.

18:33:55 And that would allow people to park. Their car for free and they can switch it to B cars.

18:34:01 But we do want people to pay if there's administrative fee. The village should be compensated for that for the 1st tag.

18:34:09 We do wanna have a disincentive. For a lot of cars because you're affecting your neighbors.

18:34:15 You have 2 or 3 cars team. Hang tags for so we do want to have a fee that increases.

18:34:20 Kind of give you the right incentive to try to park all of your cars in your home. So we, we did, have a sliding scale that would go up.

18:34:29 1st car is this administrative fee or if the village so choose is free. But then we still recommend that they're the increasing sliding scale.

18:34:37 The more cars you have and you have to pay more for them. We recommend a hundred dollars a month which is pretty steep but You know, that's where we wanna take your input.

18:34:50 Yeah, well the 100 a year was for the https://linkprotect.cudasvc.com/url?a=https%3a%2f%2ffirst.st&c=E,1,wxNaRgQp6x_YKzDY418HrlS190RpYJckciF1eE2zjMpeD4AwTwLuA2RqTblJlNdFmaKQkgbZUcaNychh_pFpZTObcQlqi-VldkW9CxjT7Bu6Qt6vMlyXSw,,&typo=1 class, 2 vehicles are over 5,000 pounds.

18:34:57 Most of us own class one vehicle. According to state classifications. You have something really big. And again, people complained about work trucks being on the street.

18:35:06 We just wanna kinda make sure that you have something really big. You should you should pay extra for it because you are taking up more space.

18:35:17 So that The Tang Tag program is because we're recommending put paid on street parking.

18:35:23 So in others everybody who doesn't live there doesn't have a tag would have the same kind of parking program.

18:35:28 Through. Through the app. Same as this village already uses. And we would.

18:35:36 Change as we go through the day so Hi, ance rate for visitors with the early morning and the afternoon exactly where we see the peaks exactly where we see the problems.

18:35:49 And then we would have that rate in the middle of the day lower. But. For longer durations.

18:35:56 Again, we're trying to discourage people. I'm parking all day in the single family neighborhood.

18:36:01 We can, but they'll have. Which is. Along the road we're encouraging employers to make sure that their employees have parking.

18:36:11 And then the. Then on Saturdays, we would also introduce that. Again, this is something that where you want to hear your comments on about level of the parking fee and how that works but on Saturdays we still recommend that there's paid parking on the streets because we still would have people coming in from the commercial areas.

18:36:30 We don't have the school. I'm not sure. Perhaps the care center. There'll still be some overflow parking, so we would have Saturdays.

18:36:38 And on Saturdays, we would vary it between the multifamily and the single family area. We'd want to make a single family area a little, little more expensive.

18:36:47 Because again, people are coming into the park into. The school and we want to keep them in that area.

18:36:58 I talked about revising zoning code. I already gave the answer away on that. For the single family area.

18:37:04 2 spaces are required. We think it should go up to 3 to make sure all new construction comment is at least 3 cars.

18:37:12 Not on the street. There was one in the driveway, 2 in the garage, 2 in the driveway, one in the garage, however it's done.

18:37:17 But 3, 3 spots on site.

18:37:22 Static wavefinding so They were basically 3 ways into the neighborhoods on Treasure Island. There's adventure there's Hispaniola and there's this treasure.

18:37:33 Most of if you're if most visitors who aren't going to somebody's home and don't know their way and they're going to the park or they're going to.

18:37:41 To the. To the school or to some of the new. Facilities that will be built.

18:37:49 They are visitors who aren't going to the neighborhood and we don't want them to talk to or we wanna just disincentivize them.

18:37:55 One part there, they pay a little more on a Saturday. They pay less. So the same thing with the static wavefinding.

18:38:03 We would have signs. As you come east or west. Along Kennedy Causeway that tell you East Treasure Drive, your parking.

18:38:11 It's down that way. And not have a sign on hispaniola or adventure instead have a when you're coming east back.

18:38:20 Fairly simple, it's a low, it's something that you done right away.

18:38:27 The only thing I would say on that is the signs on treasure on East Treasure. Should accommodate a dynamic.

18:38:36 Display how many spaces not that you have any kind of capacity for off street parking right now that's public but if you do in the future It would just be good to have the electrical system that's already there for that.

18:38:48 In the future time. So there are some on street capacity enhancements. There was a study done 2 years ago for Gallian.

18:38:58 That looked at doing angle parking and it was done because of proposal time soccer, fields there.

18:39:05 And they laid it out. It was an engineer did the work and, it provided a little parking.

18:39:14 It didn't provide a lot of parking to be honest. It wasn't a big increase. I think it was a total of 7 additional vehicles, but it is something that can be done.

18:39:23 I don't think it translates well to a lot of the streets because Galleon is the same problem.

18:39:28 There's a lot of us here. There's a lot of driveways. And so all those driveways cut into the space you can have on street.

18:39:32 So it's a little bit of a solution for capacity. Actually, meaning actually adding spaces. But if it can translate into other space.

18:39:42 And that's something people would want. You could do it, but again, I would say it's not gonna give you a lot of spaces because there's so many driveways on all of these streams.

18:39:52 And then lastly, Also along the lines of creating more capacity, creating more spaces. We're looking at public private partnerships and the manager has told me that Shoma has which is the development that will be on the.

18:40:06 East side of Kennedy Poseway. Which is a great location because walkable to all. Will be including additional spaces available to the public.

18:40:16 Of course. This is a good opportunity for the village but. It had for the real shortages in the.

18:40:26 Contaminium area and they need to be in a walking distance to that. Sunday could work. We did have a number of people on the surveys that said they would take a transit where they would take the freebie to go to park.

18:40:39 We know that that's much less. Of an active solution. And of course also, phase development several years in all different phases.

18:40:51 So it would have to be in that walking area. And that's why I recommend our draft recommendations.

18:40:57 I will say we had in the steering committee, we had a discussion about. City partnering with some of the condominiums to provide. I'm sorry.

18:41:04 Not the city. I see a little time. The village partnering with some of the condominiums to provide a parking ramp.

18:41:11 That's something we're open to provide in the recommendations. You in what we would recommend is to for that.

18:41:22 Structure parking, it's like 30 to $40,000 space. We would never rest on the numbers from online survey and just flying drones around we would need to do a more detailed or somebody does a more detailed feasibility study.

18:41:37 So we're open to that. We can include that if that's the direction we get. Thank you so much, very much.

18:41:43 Thank you so much, Mark. Just by way of housekeeping. We wanna recognize our online residence.

18:41:49 No, we're gonna go, we go into question and answers. If you have a question and you're online, just raise your hand.

18:41:57 Chris will recognize you. I will have you respond. We're gonna ask those who are in the audience.

18:42:03 Please, I'm gonna be passing around the mic. Please be sure to use the mic so that those are online.

18:42:08 Can hear the questions and of course Mark will continue his mic so that you know the responses can be heard as well.

18:42:14 Alright, so we're in the question and answer period. Any questions?

18:42:23 Any comments, questions, comments? Have we addressed the retirement? Homes parking situation there personally? Cause they have a parking lot there.

18:42:36 That doesn't seem to be used great. Efficiently and those people their employees park on the streets a lot on what is it a mutiny and a north treasure.

18:42:47 That would be, again, we would address that through paid parking on the street. And in which we are, we're basically creating.

18:42:55 A payment system that's for non-residents. So anyone who has a hang tag.

18:43:00 They get their hang tag and they can park free. Anyone else who's parking in this in the neighborhood would have to pay for it.

18:43:07 And the longer so what we did on that and the numbers the actual dollar amounts could change but we emphasize the highest price at the 8 10 in the morning.

18:43:19 4 6. And also in the middle of the day, for example, the 1st hour, $2, second hour and every after that, for example, the 1st hour for $2, second hour and every after that, every now we're after that 4.

18:43:34 So we're really trying to give an incentive for those employees to part. Within the in their

18:43:42 That's for nonresidents. Residents wouldn't pay anything other than. Administration fee for the city's tax.

18:43:48 For the villages. No. Just a quick reminder. Just once you need to speak, just use a mic or the person online will not.

18:43:59 Administration fee would be whatever it is, whatever the village finds that it costs to administer the program, print up the tags and print up new copies of them.

18:44:07 Oh, we would expect that to be fairly minimal. And that's for the 1st tag is just that.

18:44:12 Or if the city commission determines. So let me free, then it'll be free. But we do recommend that.

18:44:19 For people who have just too many cars and they're parking. No, on half the street then we would have, incremental sliding.

18:44:27 Fee that's just a disincentive. So if you, if you have a home and you need to park 4 of your cars on the street, well, we feel like you should pay for it because it's taking up.

18:44:36 Those basis that your neighbors need as well. So that's that's the $100.

18:44:43 We do have an online. Comments after that, we'll take the commissioner.

18:44:52 So the person is online, Chris.

18:44:54 Yes, this is Corina. I was waiting to get unmuted. Couple of questions one so for the single family area Would we get like a guest pass like day passes to be able to use for guests.

18:45:14 We could do that. One of 2 ways and that's 1 of the questions that came up in the steering committee and we've added around different ways to it.

18:45:21 One way is to have gas passes. It's a little more for the village to administer because those will be very temporary.

18:45:28 The other way is to accept certain holidays from enforcement altogether. That still doesn't, you know, if you have graduations and birthdays and so forth, we couldn't catch those.

18:45:40 So it could be one or a combination. We may accept holidays in general. And then still have a guest pass program.

18:45:47 Which would be sort of a temporary pass that Self-destructs after a week or so.

18:45:50 Yeah.

18:45:57 One moment. Let me just take this question and we'll come back to you. I think. Did you have another question?

18:46:06 The person online. Karina? On mute again.

18:46:12 I was muted again. Yeah, will, will we have access to this, PowerPoint because I was trying to see it went very quickly for the price like for single family was it a hundred dollars a month or a pass is that what I saw

18:46:30 We, we were recommending, a monthly fee for some, a lot of cars. And again, that's the point of this meeting is to kind of flip.

18:46:40 Okay.

18:46:44 Yeah

18:46:40 No, what's the right place? What's the comfortable place for that? We still recommend that there's be some kind of sliding scale for somebody who has a lot of cars and taking up a lot of space.

18:46:52 Because like my driveway can take one car so if I have 2 the other one would be a hundred dollars a month Right.

18:46:58 No, you would actually only

18:47:01 The 3rd one would be a hundred dollars a month, I guess. Okay.

18:47:03 You don't. So you would have your space mute. And then I would have the free tag.

18:47:08 Okay.

18:47:10 And of course, if you switch the cars around, you can switch the tax amount.

18:47:14 Okay. So what? Okay, thanks.

18:47:15 Hey. Before you get into your next question, I just, this is Rachel Stripe out speaking.

18:47:21 Yes, hi, Rachel.

18:47:22 Hi. I just wanna remind everyone in the room and online that these are recommendations from our consultants. And the commission is going to discuss all of this on Tuesday, June 11th at our next commission meeting.

18:47:41 So that's Tuesday, June, the 11th at 6. You can send emails, to, you know, the public comment.

18:47:49 You can call me personally at (305) 978-0376 and I'll you know we'll get my you know the numbers on line but this is these are just recommendations so I hope everyone who's asking really important questions will voice their concerns also at the commission meetings so that we I don't know if any of the other commissioners are on Zoom.

18:48:14 I think I'm 1 of 5 here tonight. I know the mayor is in Washington DC. So it's really important for all of the elected officials.

18:48:20 And the community to hear what your questions and concerns are. Okay, Karina, what is your next question?

18:48:26 No, I think that just access to this. Deck after, how to obtain that.

18:48:34 Perfect, thank you. We'll take. Oh, just to say that a PowerPoint itself can be phone on the clerks on website under the clerks.

18:48:46 Tab. So if you go to our website, clerks tab. You'll find this pole point as well.

18:48:52 Again, as a commissioner said, we are gonna be you know from these comments it would be revised but in terms of in this raw state is there.

18:49:03 Hi everybody. We're also gonna go ahead and do an individual e-blast. We're gonna put it on the website.

18:49:10 We're gonna send it out on Facebook and Instagram. We're gonna put the PowerPoint as a direct link.

18:49:14 Because what we would love to do is for anyone who wasn't able to participate tonight, we wanna make sure that they see the PowerPoint and then you can email us that action team and let us know your thoughts.

18:49:24 So we collected almost 200 survey responses and we received lots and lots of emails from folks making suggestions.

18:49:31 Now that we have the recommendations, we'd love to go ahead and put them out there very prominently.

18:49:34 It's going out this evening. It's actually, it's already out across our various channels.

18:49:40 So social media, the website, and we're gonna do an individual Eblast just on this that takes you to the PowerPoint and then you can skim through and send us your thoughts at Action Team at NB village.

18:49:52 Dot com.

18:49:54 Good evening. My name is Jonathan Castro. I live on Mutney Avenue. And.

18:50:00 According to this study that your company did on recommendations one and 2 single family homes will have to pay to park their car in front of their home.

18:50:13 Is that correct? No, they would. The single family homes and the multi family will be available. They would Have the Hangtag program available for them.

18:50:26 Correct. They could be 3 or administrative fee just means covering the villages costs to print them and yeah, but according to this, what I'm looking at right now, it says.

18:50:38 Administrative fee plus a hundred dollars a year administrative fee plus a hundred dollars a month. So we will have to pay for the extra vehicles.

18:50:46 There, it's an idea, but according to your study and your recommendation. This is this is what I'm understanding. There were 3 categories.

18:50:53 The 1st one was trust the administrative fee. We penalized a little bit if you have a very large.

18:50:59 Basically a hundred dollars a year and then for the second for the second car. In other words, this is not your second car, but this is the second car that you need to park on the street.

18:51:11 So if you have 3 cars and you have one in the garage, one on the driveway and one on the street.

18:51:14 1st hang tag is just administrative fee or free as it may be. Okay. And then what it says you're on on the last.

18:51:22 Line here says 72 h. Or street cleaning schedule, whichever is 1 Is that correct?

18:51:28 72 h? Right, we do wanna have, enforcement again, there's the issue of the ghost parking, we can pick this up on the survey work we did.

18:51:37 We're just, we've noted it though. We have the enforcement. We have a regulations change to have a 70.

18:51:43 Would have to be enforced. So we do have street cleaning. So, My recommendation. And I don't see it on this packet here.

18:51:55 It's to implement what we have now. Because it seems like we went the other way. With this study because right now we have a 24 h limit.

18:52:05 For the there's, an officer here that he can. You can vowed for that and everybody's here.

18:52:13 So right now we have a 24 h limit. Or people to park. And the reason that we started complaining about this and bringing this to the city's attention.

18:52:24 Isn't because of the our residents that live. And the condominiums. It's not their fault.

18:52:32 That they live somewhere that has inadequate parking. It's not their fault. Right, and.

18:52:40 It's a shame that they have to come park on our street. Rain rain, shine or Or hey, now right?

18:52:49 Cause we got hail today, right? So if it's hailing, they have to park on our street and walk all the way to the other end of the island.

18:52:56 It's not their fault. And this is not the people that we have a problem with. The people that we have a problem with is the people that leave their cars there.

18:53:04 For a month at a time, week at a time, 2 weeks at a time. And then we can't park in front of our home.

18:53:10 Right? So right now we pay nothing. And they don't implement the 24 h. And I personally have called the police.

18:53:21 Okay, I don't know how many times I lost count already. But when I call the police They treat me like I'm doing something wrong.

18:53:30 Like I'm bothering that. Right? The car's been parked there. For a week, 2 weeks, a month.

18:53:36 And I'm getting the 3rd degree. Right, so what's wrong with the recommendation of implementing what we have in place today?

18:53:47 Nobody's paying anything right now. You increase it to 72 h, right? And that's that's fair for the residents, right?

18:53:57 Because you have 2 days off. Most people don't have 2 days off, but let's say you do have 2 days off.

18:54:01 Right? You come on a Friday and you park your car in front of my house until Monday. But I know that you're coming back to that car.

18:54:08 That's not a problem. The problem is when I when I moved here in 2,013. In 2,013 it was a little bit accessible at 5 o'clock.

18:54:19 You couldn't have a truck in front of your house that was working in your house with a sign on it that said.

18:54:25 Car wash or tile repair or Handy, man. You couldn't have that truck sit in in front of your car.

18:54:33 That was a little bit excessive because at 5 o'clock, you couldn't work any longer. Look, it's what.

18:54:38 Almost 7 o'clock we still have daylight so that person could Still been working, but at 5 o'clock.

18:54:44 There was knocking on your door saying That car can be parked there. So we went from that to me having a U hall parked 3 months in front of my house.

18:54:55 And we couldn't get it moved. And I reported and I documented every time I called. The police and they wouldn't do it.

18:55:03 You know who got the U-haul moved? I did. I called you hall it was a stolen And I documented everything.

18:55:10 So what's wrong with the 3rd recommendation over here? Just implementing what we have in place today.

18:55:19 Enforcing what we have. Could do that. Alright, we did use the 72 h because for a residential neighborhood.

18:55:28 Think it's a little more fair. A lot of people don't use their query day.

18:55:30 We don't want to have a. But that's what I have to say. I live on Mutney Avenue.

18:55:37 At 8 o'clock in the morning. It's completely, stocked with the, the people that work here at the at the center.

18:55:49 And at night time. Everybody that lives in buildings comes and, I mean, you know, it's always packed.

18:55:56 So. That would be my recommendation. You know, I think we have something good in place now.

18:56:07 No problem. My name is Shangonado. I live at 7 5 2 8, I kind of agree with Castro.

18:56:13 We kind of have it on both ends. We have the the rehabilitation center and then we have the houses that don't have an apartment.

18:56:22 So our street gets really busy. I mean, I have a lot of parking for my vehicles, but if I have somebody come over, past 8 o'clock.

18:56:30 I have my name, with parking, a driver or something because we have no room. I have a suggestion.

18:56:37 I'll pay your $100, $200. Let's close the residential like they did in North Bay Village and that's killed.

18:56:46 And let's close it. And let's I'll pay the fee. I understand there's gonna be a person there and All that?

18:56:54 Okay. You know, whatever it has to be. Okay, and then I'm talking about this, you know, whatever.

18:57:00 If they have a parking, to come in, in charge of that. But now it's under control where it isn't.

18:57:06 Just about.

18:57:10 I have an online person will take.

18:57:15 All right, Shirley, and then we'll take you. Alright.

18:57:18 Hi, so I live in one of the condominiums, on North Treasure Drive.

18:57:25 We have extremely limited parking here. My household has 3 vehicles. So 2 vehicles to park outside or, you know, so we found the second parking in a different location for the 3rd vehicle.

18:57:37 Which right now I find street parking wherever I can, which normally is available, but if I have guests over it now that becomes complicated because and even the pricing is steep because when I was living in downtown in a more metropolitan area than here in North Bay Village, the monthly fee for parking outside was $75 a month but that's in a very highly dense area.

18:58:01 Not like we have here where we still have availability I know that that might change with some beam but it's still it still seems to me that it's It's a very high cost for a monthly charge where currently we're not paying anything.

18:58:20 Hello, can you hear me?

18:58:24 Yeah, I think this is again, I mean this. Part of the purpose of this meeting is to get some of that input.

18:58:31 These are seat fees. It also gets your attention. So, you know, if you wanna have a lower fee, then that's something that you would share.

18:58:42 And we'll work on the recommendations.

18:58:44 Yeah, and then at least for it again, the buildings are very old parking spaces are very small, so even for our current car, it's very difficult just to park an SUV.

18:58:55 Which is not a work vehicle, let's say, but. It's difficult just to part because NSUV in those spaces that are currently there in our which is not the city's fault it's the buildings but so we do find a lot of resources and being able to park outside when maybe your neighbor doesn't parks a little too closer to your to your vehicle and you need some space.

18:59:17 So it, it requires room for flexibility if we're not gonna address the condominium parking. For the people that that are living here.

18:59:27 So we're just doubling their monthly costs by $400 if I have to pay. $200.

18:59:32 You know, extra money every month for just to be able to park in the street which was free before, which is one of the reason I decided to move to North Bay village instead of staying in a downtown area.

18:59:44 Just because parking wasn't complicated.

18:59:49 Thank you.

18:59:53 Good afternoon. My name is Edward Van. And I live in a multi family area. I also live in the legacy building.

19:00:01 So evidently I have one parking spot and just like the person before, parking spots are narrow. And I have One vehicle and 2 motorcycles.

19:00:13 They're so narrow at this part 2 more staff within my parking spot and I use off street parking to park my vehicle.

19:00:20 I'm a person who actually had motorcycle stored in different areas and I'll be happy to pay for surface, not surface parking, but.

19:00:28 And close areas where I can store my bikes and other toys. Instead of me travelling.

19:00:37 Such a distance just to get just to get a bike or more, out, come out here. And as you know, we're in South Miami.

19:00:45 We have storm. We have I will pay that beat so I can store it in a garage somewhere close here and it just makes sense.

19:00:52 I'd rather just pay it.

19:01:00 Just make a couple of comments on that. In the smaller print somewhere on that table. Motorcycle scooters would be example because hang tags just I motorcycle rider too and you know like I hate sun pass because they want to use bulk when it touches to the window it makes no sense.

19:01:18 They make no sense. We will just accept them entirely from enforcement. But I think what you're really saying is that saying you would rather have I'll see.

19:01:41 Chris, you have someone online?

19:01:55 Hi, good evening. This is Fatima from, Gallian from the townhouses and, Gallian and East Treasure.

19:02:04 Question why not the 4 recommendations have some of these large developers and owners of these very large buildings on the water for East Treasure, take care of their parking situation for these residents because they have the most number of residents and they're being treated as almost individual, homeowners.

19:02:28 On the island.

19:02:34 I mean, I think that Shoma has how many additional parking spaces? There are several 100 extra parking spaces that will be constructed as part of the Shoma development and Ralph correct me if I'm wrong those spaces are open to the public and to residents.

19:02:58 Okay. Okay, so my question is, you know, I understand. Why I hang tag? Being visible might help us going forward, understand our parking needs.

19:03:14 But it seems a little outdated to me and that it might be better to have an electronic tag system where residents submit their tag information to an electronic database so that they are not ticketed.

19:03:33 And that when they have guests, they can go into an app. And plug in some type of code with their guest tag so that the guests can park as well without being ticketed.

19:03:46 When I lived on South Beach I think I paid an annual fee. To be able to park my car within.

19:03:53 You know, I like I was residential zone 13 or whatever and so I paid an annual fee to the city of Miami Beach and I was able to park on the street and then whenever I had visitors I put their tags into the app and they were able to park.

19:04:08 For 24 h. Is that something that we might contemplate implementing? Sorry. Got the opposite.

19:04:21 People like the physicality of a But absolutely that's an easier way to do it because you already have a parking app.

19:04:29 In the village and it would just be expanding that program. So that is a better way to do it.

19:04:35 It just depends on what individual residents are comfortable with. We were working somewhere else and Did the steering committee prefer the hanging card idea?

19:04:47 Why? When we last spoke. There wasn't much discussion on that. Okay.

19:04:55 Okay.

19:04:58 I have a quick question. Oh, Miriam and I live on Bounty Avenue. I like your idea.

19:05:07 Sir Castro, but I have a question. So if you Don't do anything.

19:05:14 Let's just say in my case, if it ain't broke, don't fix it.

19:05:18 I'm very satisfied. I live on bounty. We all kind of respect our in front of our homes.

19:05:23 I've never had really a problem. If somebody, you know, parks there, they move or.

19:05:28 So my question is if you have that 2 h thing. If I wanna park in front of my house every day.

19:05:36 That 72 h is 3 days. So after 3 days, do I get a ticket? 8.

19:05:45 Right here. Yeah.

19:05:50 Sorry, the way it is right now if I'm not mistaken and the officer can Now, on this that, within 24 h.

19:05:59 And I know this because I've called so many times, they can move their car 3 feet.

19:06:06 To the front or 3 feet to the back. Right? And then that's considered moving your car.

19:06:12 So if you park, if you park, well, it is, but you know, I agree with the 72 h.

19:06:18 Because it gives them a little bit more. It could, it's a little bit more fair for the people that, like I said, that live in the economy.

19:06:25 It's not their fault. So, 72 h is more realistic than 24 h and I've never called the police on anybody that's been there for 24 h.

19:06:35 Like I said, I don't have the problem with our neighbors. Other problems with the abusers.

19:06:40 That leave the cars there, but I'll go ahead and give you the mic back.

19:06:46 So is there any way to do this partially? Because if you've got some areas that don't have any problems at all.

19:06:55 Like we've never had a problem and I live in a in a home and if I want visitors and you know I don't want to start hanging and doing and you got to do this and you have to do that.

19:07:08 So I mean what prompted this study is it only because of the buildings that don't have enough parking?

19:07:13 Maybe we could address that and the things that there's nothing wrong with. Leave them alone because, you know, you're gonna change the whole dynamic.

19:07:21 So now I park in front of my house. Nobody cares. And and then all of a sudden I gotta start an inch every 3 days.

19:07:29 That's ridiculous. So I'm just saying like if it ain't broke don't fix it so the parts that are broken you could work on and leave the parts that people are quite satisfied alone.

19:07:40 It just seems to me. That's it.

19:07:50 Good evening, everybody. My name is David, I also live in M.

19:07:58 Hello? Okay. No problem. Okay, what I'm hearing is everybody has a great idea here.

19:08:07 It's just we gotta try to. You know, I move that a South Beach to exactly avoid all these parking nightmares.

19:08:16 I was living in a condo so therefore I was suffering. Living in parking and not being able to move your car after 5 o'clock and you have to go and do your chores and come back by 3 o'clock in the afternoon because otherwise you have nowhere to park.

19:08:30 That's exactly what's happening to our homes. No, I agree with him. Where we should have a structure.

19:08:38 Why if the trouble comes from the multi-family areas, all those condos. Why isn't a structure being built for that area?

19:08:45 And leave our residents welcome. You know, we the residents single family home.

19:08:55 Okay, okay, you know. You know, we buy a single family home. We pay the overhead of a single family home taxes and all that comes with it.

19:09:06 End up back and living like if we were an accountant. That's the part that is not fair.

19:09:11 You know, where the people parked there, 24 or 72 HI know you can read this everybody else in the commission.

19:09:20 It's only part of the issue. On a 14 h road trip yield night. I come home to have to wait another 2 h outside.

19:09:29 To call the police to have somebody towed because I couldn't get in my driveway.

19:09:36 That's not fair. I don't care if you've been parked there 3 min.

19:09:40 That's not. And that's where I definitely would this gentleman. List The security. Put it guard house.

19:09:52 This your our streets. I know it sounds selfish. But that's what we should. No, I'm sorry if I kind of offend anybody.

19:10:01 Alright. Awesome.

19:10:07 Hi, Cecilia, Velos, Bounty Avenue. I agree with you as well.

19:10:12 I think we're, I feel like we're putting the cart before the horse or whatever they're saying is we're addressing, we're not addressing what the problem is, which is where the cars are coming from.

19:10:20 With address what that what the problem is if it's coming from the retirement home and there's a parking lot.

19:10:25 I was just told is owned by the city. Maybe the city should address that parking situation. There's room in the front of that in front of the building that by the old folks home.

19:10:35 There's a grassy area there that could be used for parking, for example. And they have a parking lot this on obviously on the side there.

19:10:41 So maybe that should be addressed, how they handle their parking. Number one, number 2, if we're going to pay for anything, we should be paying for, I'd rather put my money into a guard gate.

19:10:49 And then have the residents every resident have a sticker on their car and we could give our guest a tag for their car and I'll pay for the gap the guard gate.

19:10:57 To the people that are going to be parking in the street have a sticker or a tag that belongs in the street.

19:11:03 Not the other way around. I were gonna find, we're gonna be paying, we're gonna be paying for a tag is to park our cars when it's our street so that people that live somewhere else come and park there it doesn't make any sense.

19:11:16 And I think we're also forgetting where we're also not addressing is that we talked about raising the streets and the new design in the streets.

19:11:21 I think that has to come into play before we talk about a parking study. And how we deal with the parking because whatever designs are chosen for the streets, we're going to are going to affect the parking situation.

19:11:31 So I think the way to address that.

19:11:35 Thank you for bringing up the roadway improvement project. One of the reasons we conducted the parking study now before designing the streets is to understand what the needs are and to come up with some solutions before we propose a street design that might exacerbate the problems.

19:11:58 The last thing we wanted to do is design new roads that are going to forbid take away street parking that we really need.

19:12:08 So that's why the parking study is a precursor to the roadway. Redesign component of the infrastructure plan.

19:12:16 Do you wanna follow up?

19:12:22 Yeah. So you, you, so I'll touch on the guard gate and.

19:12:36 2.

19:12:46 That we'd rather look at investing into a guard gate that we're gonna pay any administrative fee or anything for our guests to park there.

19:12:53 We'd rather put that money towards a guard game. I think as far as how the streets are designed is also going to affect who's going to park in our street.

19:13:00 If we need, if we have a guard gate, we have a sticker for all the residents that have a sticker on your car.

19:13:05 That's your car. You could park anywhere on Treasure Wide, let's say. And then you have a tag for your guest.

19:13:11 That because I'm paying for the guard, we're praying for the guard game. It's kind of basically kind of like what we have now, but with a gate and control and then address what the part where the problem is from which is this the KLA or if it's the you know, retirement home or whatever that place is.

19:13:28 And maybe we could address like also North Treasurer, North Treasure Drive. Has a kind of a wide street for driving.

19:13:36 And there's a little bit of parking there maybe if that's word to be placed at an angle parking on that stream maybe we could get a couple of extra parking spaces like you did over there on Galleon.

19:13:45 Just, I don't know, just somebody.

19:13:49 Can you hear me? Cause, No sore throat. Okay. I reside in the townhomes.

19:13:57 Townhomes on East Treasure Drive. So when you come down these treasure drive, there's a group of townhomes at the end of the street.

19:14:05 And you make the turn to go to South Treasure. The high rise buildings across from us, of course, have a lot of vehicles.

19:14:13 And suddenly we have. An influx of motorcycles. The scooters, motorcycles, whatever you want to term those vehicles.

19:14:24 So what's happening now is those motorcycles take up exactly one whole area of the street.

19:14:33 So we've lost parking. Self guests come or even for people that live in that building.

19:14:41 I'm talking about regular cars. They have no place to park. And I don't know what their story is for their inside parking.

19:14:48 Those of us on the other side of the street. The town homes on East Treasure each have a driveway.

19:14:55 And we recently went through this little. Conundrum because there was some new officers And all of a sudden we got tickets all over the where.

19:15:08 Okay, now I've lived here for 40 years.

19:15:12 Well, regardless of that. That's not a point here. The point here is we've always been able to part.

19:15:20 That's how it said. In front of our own driveway. Or adjacent to our driveway.

19:15:28 Now that street was suddenly painted all yellow. There's more to this story but I'm you know condensing it.

19:15:35 Some of that has been resolved. Thankfully, the city came out and and repainted in front of the driveways, white paint.

19:15:42 So that we would not get a ticket trying to pull into our own driveway. No, a guard.

19:15:49 House, guard gate thing. I can see where it would make sense to the residential. People on the other side of the island.

19:16:00 But I would like the city to realize that we're also part of the island. And we are considered homeowners.

19:16:05 We pay taxes as residential. We're not multi, high rise, whatever. So it's very frustrating to hear that we would now have to.

19:16:16 Where about having our own hearts there and in addition to tagging any anyone that comes to the house to visit.

19:16:25 So I ask you to consider that.

19:16:32 Thank you so much for that feedback. So I want to address. The guard gate because I hear and empathize with the frustration and David I'm so sorry that that happened to you that sounds so miserable.

19:16:47 No, but it's, you know, I just really, I mean, I sympathize when I was living on my.

19:16:54 I got home from a long night at work and it was one of the peak weekends and I circled around my residential parking.

19:16:58 You need to start towing cars, at 8 the nucleus, and they were on it in 5 min, thankfully.

19:17:09 But I mean, 2 h to be able to pull into your own driveway. It's horrifying.

19:17:14 So there were some preliminary conversations with Miami-dade County about to at least inquire about what the process would look like.

19:17:24 To privatize. Those roads essentially to install Gargate ses and Sherry led that effort and initiated that call.

19:17:35 We would need to initiate a poll, almost sort of like a referendum. That would go out to all of the homeowners.

19:17:45 There's a threshold of support that would have been required from all of those homeowners. So we would need to do some organizing.

19:17:53 Knocking on doors, having some community meetings. To get people on board to support the Guard Gate scenario because it would come with like a special district cost, right?

19:18:05 The residents of the owners within the designated area would have to share those costs. But then there was also a discussion about the feasibility and you make a really good point that we have at least on the east side of Treasure Island, we do have a very interesting mix of uses.

19:18:25 Certainly when you get past Gallian Street and Mutiny really when you get to mutiny is when you are exclusively single-family, at least up to North Treasure Drive.

19:18:38 But there are many entrances. To the single family area on Treasure Island. And so there would need to be multiple guard gates so the cost would increase and I'm not saying it's dead in the water because we have had preliminary discussions and I'm certainly hearing that there is.

19:18:58 A need for it. I think. Because it would be such a long and our US process, maybe there are better solutions that are available to us now.

19:19:11 I'm hearing we need more enforcement. Having our tags in in a program so that officers know who lives here and what car belongs to what person so that we can easily register our guests so that we can get rid of like Castro said we want our neighbors to be able to park in our neighborhood.

19:19:29 We don't have an issue with our neighbors. It's the people who are coming from outside who are abusing our residential.

19:19:36 So that's I've spoken enough. Who else? Yes.

19:19:42 Please because there are people on zoom There you go. Billing South Point, renting. Like 2 or 4 people, one of one apartment, one bedroom or 2 bedroom apartment.

19:19:58 So they have like 4, 5, in South Point, the 3 building. Telling him they live in the north baby lunch.

19:20:08 Okay. Yeah, it's just a shot point. The building then. So they have like every apartment is like.

19:20:18 4 people leaving one apartment, with their problem. And this is Dutch mini phone calls, deal.

19:20:26 That's why we have to. All the building is like that.

19:20:29 Thanks.

19:20:33 Doris, Acosta. 1790 South Treasure Drive. I've been a resident since 2,008 and I am one of the very lucky people that live in the calendar that offers enough parking for everyone.

19:20:46 Also an old building 1971 very resilient building actually pillar you've seen us right off for Jewel Avenue tiny building 12 units so I can tell you we're very lucky that people don't necessarily have to park on the streets.

19:21:00 But having said that for what I keep hearing, we have 2 parts of this. Discussion and that's the multi-family home versus.

19:21:07 Right. One of the things that I want you to consider is that, Really? Is the beginning of the single family homes.

19:21:16 Those people are single-family homes since Dole Avenue, which is the entrance to our school.

19:21:20 Okay. When you have people doing go sparking and we've had dealership sparking and we have trailers parking and we have renter companies using our parking spaces and STRs bring in their limos and their big SUVs parking.

19:21:36 It's taking away the heart of the community, right? And what I hear here, everyone, at least for what I understand is the feeling that We don't wanna be neighbors against neighbors.

19:21:46 We don't wanna be policing against our neighbor. We don't wanna be calling the police because they never parked the car there.

19:21:51 That's a position we don't want to be putting. That's the services that we expect from our city.

19:21:56 Asking us to pay over that not only damages our relationships, but for people who are landlords, it's something to consider because if you get, let's say, $1,800 a month to rent and you apartment comes with one parking space.

19:22:10 Now you're gonna have to lower your rent because it has to cover the parking space for that person going on the street.

19:22:14 Cause they're not gonna pay it overhead that lowers your value as an investor of that unit.

19:22:19 So there's so many aspects to this conversation. This Pakistani, which I'm very happy we have it because we have to start somewhere, right?

19:22:28 We paid enough money for this study too. It's another expense that we're covering ourselves, right?

19:22:33 So developers are coming, there's high density. Yes, the new code, it's right now at one parking per unit.

19:22:40 We used to be at 1.5 parking per unit. Those buildings have not yet presented their permits. We don't know exactly what they're gonna actually do for the larger building.

19:22:49 So. There's still a question mark there for cost per use. Yes, there is because.

19:22:55 Correct, but the bigger buildings haven't done side approval yet.

19:23:01 Long story short, it's what I hear in our group when it comes to Trush Island, which is the study that we're talking about.

19:23:09 What's impacting us on a daily living is we want to live a peaceful neighborly life. We want to be able to use our home.

19:23:16 We wanna be able to have a birthday party and tell our friends come over. We wanna be able to say to our family, hey, you know, I'm going to New York for the weekend.

19:23:25 I'm leaving my car and I don't have to worry about. There's a storm coming.

19:23:28 I have to find parking somewhere. Save because my building does not have safe parking for me. Because we're going to be underwater when there's a kind of a king type plus a storm.

19:23:39 So now I have to drive to CVS and pray that they have enough parking on their second floor for me to park there.

19:23:43 So what I'm hoping to hear is at the commission, Rachel, especially with you, been our leader for Treasure Island.

19:23:50 It's that this, these are the options that we really bring to the table. That they really hear not just, you know.

19:23:57 Complaints that they're just hearing what What are we really saying as a community? You know, like what is the sentiment behind this?

19:24:05 And the sentiment sounds to me is that we just wanna leave a peaceful safe environment. We wanna be able to say hi to our friends, our neighbors.

19:24:13 We don't have to make enemies. Calling the police on each other. The tags, I like the idea because we can see.

19:24:18 Who has a tag? If it's a electronic tag, I really wouldn't know. Cause I don't have a radar myself to be checking who's who, right?

19:24:26 Now as far as our police, I can tell your chief right here, he knows I've been here for many years.

19:24:31 Police know, they know who we are. Who's who in the neighborhood, especially for the single family homes.

19:24:37 They really get to know the cars. I've been to the, you know, change cars and they'll be like, oh, you're driving in the car.

19:24:42 They know what's happening, right? So my question is as we're doing this parking study and we have a commission meeting now in June.

19:24:51 Is there a vision of the, deadline for this decision making from the commission. Because right now I don't wanna create urgency, you know, but it sounds kinda urging to me.

19:25:03 Where people are saying the fears and concerns. And, I think that The more discussion we can have over this, obviously is the better.

19:25:11 And I do like a lot of this suggestions that I'm hearing here, which are not necessarily reflected on the suggestions that we're getting from the paid parking.

19:25:19 Study. A garage will be fabulous, you know, for safety. And I don't believe in blaming the condo renters and, you know, neighbors that have no choice but to park.

19:25:32 I do see the people showing up in the scooters, the skateboards, parking, cars to go to work.

19:25:38 So again, these are people in our community. So I just, I hope that we keep that in mind as we.

19:25:43 Progress with any of this. Suggestions and hopefully the decision from the commission and we'll see what happens in the next meeting and what people do show up and actually also provide more input for you guys to make the best decision possible.

19:26:00 And I just like add to what she was saying. There's a lot of people here today a lot more than I've seen and a lot of meetings and there's people online which is very rare.

19:26:13 And all these people might not be in that commission meeting. And June, so I hope that if we don't all make it to that commission meeting.

19:26:23 The next step is, we gotta pay a hundred dollars a car. Because I think that was getting it and no, cause I've never seen this many people in a and one of these meetings.

19:26:35 So I hope that those that decision doesn't. Happen without us having some type of

19:26:44 One last thing. It's not about blaming our neighbors or blaming the multi family areas. The people who are living there is not their fault.

19:26:53 We all realize that. It's the infrastructure that's not working. You know when it was built it was one you know, code to building what it is now in the reality of how many people living per unit.

19:27:06 It's 2 different worlds now. That's why agree with her. We with him that we should address the problem.

19:27:15 The problem is in that area. How can we soothe that problem to the condo owners and condo renters where they can have some more to park.

19:27:25 In that heavily because an encouragement exist anything. When you coincate exist among yourself, it happens.

19:27:35 The encroachment has become a high inconvenience. You know I don't know about well I live in one of trouble areas as you mentioned earlier.

19:27:43 You know, I literally try to get home before 6 o'clock. You just always have, I'm gonna find somewhere to park.

19:27:50 That's that part that is not fair. That's how I think the village we need to.

19:27:56 Okay. Not anybody once.

19:28:02 Absolutely. Thank you. One quick thing before I leave. As he says, our infrastructure is not there.

19:28:12 So I wanna sort of like maximize our parking because there been several times when I come home and they're markings on the ground, old markings of course that allow a certain amount of space for each vehicle.

19:28:24 And it gets frustrating when I come home and I see somebody our middle taking 2 spots. We need to maximize our spots.

19:28:34 So that's a very frustrated. That happens all the time. North treasure drive. I'm going.

19:28:39 It's like, man, you guys just don't know how to park. What's up?

19:28:42 And I had, and there those cars. And, I do have a problem and I do my part as well.

19:28:51 I am between the lines and I try to maximize the whole street and make sure we get 4 vehicles instead of 2 vehicles in the same spot.

19:28:56 And, I think that's probably something we could do sort of like really quick. That's if we could make everything a little bit more efficient.

19:29:04 And when we get it. And with that being said, would I pass the mic to?

19:29:09 Sean, 7, 5, 2, 8, the stadium that you guys are building.

19:29:13 Is there any chance that there could be a parking structure attached to it?

19:29:19 Good question, Sean. It's, 2 story community center. With a community garden and gathering space on the roof.

19:29:30 It is a full size soccer field, 11 v 11. And 5 practice fields that are multi-use for different sports.

19:29:40 There will be bleachers, of course, but. I wouldn't describe it as a stadium.

19:29:46 And it's in partnership with both the Miami Dade School District because it's the school district property.

19:29:53 North Bay Village and with AFFA. So as part of that project, we are going to be doing and as part of a redevelopment of what is now our obsolete public works building on Gallian Street.

19:30:09 We are gonna be redesigning Gallian Street and doing the angled parking so we'll pick up I think 7 spaces there on Galleon Street.

19:30:18 I think for that area which is a really sensitive high traffic area of the island we're gonna be relying heavily on the additional 700, several 100 spaces that are going to be in the new garage at the Shoma project, right?

19:30:35 So it'll be the public's garage and residents will be able to park in that garage and walk across the street to Caribbean towers or to the townhouses to visit their guests or to park there.

19:30:47 I have a couple hands. Yeah. How many parking spaces? How, how many?

19:30:57 For the for extra parking.

19:31:04 We have an online. Resident we wanna accommodate.

19:31:10 Okay, Brenda.

19:31:13 Hello? Hello. Yes, hi. Good evening.

19:31:20 Okay, so actually one of my questions, and asked that because I was very interested, you know, Soma Bay, you know, they're going to have covered parking and I was really concerned over here with the soccer field and what type of parking they were going to be offering their guests and as an incentive since they're able to build this stadium, what are they offering to their current residents?

19:31:48 Yeah, so the answer to that is and thank you so much for your question. That, the field and the facility is a community center that will be open to the community.

19:32:02 It's not a private facility. So as far as what are they offering to the community, it's a beautiful green space, but we'll have programs and scholarships for students.

19:32:12 No, I'm sorry. I'm talking about parking. This theme is about parking. Sorry to interrupt you, but I'm talking about parking.

19:32:18 Sorry. Sorry.

19:32:17 Okay, thank you for getting me. Yeah. Yes, yeah, there's no increase in parking.

19:32:28 Facilities through that redevelopment aside from the additional 7 spaces that we're picking up on Galleon Street.

19:32:35 So that could have that that space not all of it, but some of it could have been going back to the island to solve some of our parking issues.

19:32:45 Why is it that we're selling everything except and not keeping anything for us. I mean, I've lived in this island for 15 years, okay?

19:32:54 I've invested a lot of time and love for this for this village, you know, and I'm just seeing everything just nothing's coming back to us.

19:33:01 You know and so that that's what I was really concerned that you were gonna tell me that they're not offering anything at least some obey.

19:33:08 Seems to be offering, but I don't think anybody answered the question. How many extra parking spots from a base offering?

19:33:19 Oh, okay.

19:33:15 The village manager is double checking the final approved site. Andanda for the parking numbers for Shelma Bay, but I hear your frustration, you know, the only.

19:33:23 Okay. Oh no, it's input. It's input. And another thing.

19:33:30 The scooters and the motorcycles being bypassed. That is horrible. We are being taken over by schoolers.

19:33:42 They're everywhere. And yes, I'm talking about North Treasure Drive. And no, they are not only the residents from the condos.

19:33:51 They're friends, their people that park their car come and pick up their scooters. How are they being bypassed, but yet everybody else has to pay?

19:34:00 That is a crazy idea. They should be prohibited. Blacked, we should not be making anything comfortable for them.

19:34:09 Okay, Brenda, I'd love to follow up with you and sort of have a more in-s conversation.

19:34:17 I mean, my question for the group is, you know, on the property that the village owns on Galleon Street.

19:34:23 Because the Galleon Street property where our public works facility is. You know, that's the only property that we own.

19:34:31 The rest of the soccer project is school board property. But on the property owned by North Bay Village on Galleon Street, if your choices were a community center with a rooftop community garden or a parking facility.

19:34:46 Raise your hand if you would prefer a parking facility.

19:34:50 If it's a community center, they would still need to have parking.

19:34:56 Cause people would drive there too hot to walk.

19:35:00 Yeah. Okay. So for everybody on Zoom. About 50% of the people in the room said that they would prefer to have a parking facility and that is very informative.

19:35:12 Thank you.
19:35:13 Wow. One last comment. I'm sorry. I won't be here on June.
19:35:20 Where can I continue my questions? Cause I understand there's a lot of other people. And thank you for giving me this time.
19:35:27 But where is it that I can send whatever comment that I have because I will not be in the country I'm leaving and my car is gonna be inside of the lot I'm not leaving it on the street
19:35:37 If you will kindly send an email to action team.
19:35:43 Yes. Action team.
19:35:47 Yeah, action team@nbevillage.com.
19:35:53 Okay.
19:35:56 Thank you.
19:35:54 Okay, Brenda, thank you. And if you want to take really it's 3 0 5.
19:36:00 9 7 8. 0 3 7 6. I'd love to talk to you some more when you have a minute.
19:36:08 And your name? Rachel, thank you, Rachel. Thank you.
19:36:09 Rachel. Sure, Brenda, absolutely. Well, Brenda, my name is Doris Acosta.
19:36:17 I'm also running for Treasure Island Commissioner. Feel free to email me too if you want to, cause I'm gonna be very involved with everybody here.
19:36:23 At Doris 3 0 5.
19:36:29 Dot com. I know that Sony is a partnership where they also have a parking lot with public so they allow the community to use.
19:36:37 Paid obviously, but they close after they close. Because they don't want people parking there overnight. So I wonder if we're making a special concession for our publics where they will be allowed to be open 24 7 in their parking garage for this extra 100 spaces because I know in that in something else that is one problem they're having.
19:36:58 That they're parking everywhere on the school there, their elementary school. Because public staff close their parking garage and on holidays they close them too.
19:37:07 So basically it's only operational during their, their hours. So if it's a holiday or a storm, they're closing those 100 parking spaces.
19:37:15 I'm assuming and I don't wanna assume, so I'm asking. So maybe we can verify that.
19:37:18 And that will be the end of my comment. Thank you.
19:37:27 Rachel, this is just another idea. For those who live in South Beach. I think you also, you mentioned it, on 11th Thursday, Jim.
19:37:39 In which there is a community. In which it has a community parking lot. That part line from 7 to 7 in the morning.
19:37:48 Residents are allowed to part there because of the problem of the parking in South Beach. And also thing that could be implemented.
19:37:56 With the tag and if they're there after 7 they could be the ticket or total wherever the case may be which is the same.
19:38:04 What I'm trying to relate is maybe a combination of these ideas put together might possible.

19:38:14 Just to say if you didn't get an answer to your question, go ahead and email action team as well.

19:38:20 And Doris will. Good to answer, alright.

19:38:24 I like to expand on, the soccer field or the, Apple. Yeah, when I heard about it, I was immediately concerned about the parking because I live on Mutiny and it's a major problem.

19:38:38 And gaining 7 spaces. For that building. It doesn't sound realistic.

19:38:46 And, I just raised my head. I'm gonna want the ones I raised my hand that I would rather parking.

19:38:53 Garage there I actually like the public works building but I'm not involved in everything. That goes on so I don't know how obsolete it is.

19:39:02 I really don't know. I think that we need a public works department, because now they're gonna be in I don't know.

19:39:11 So we already have problems with the garbage. And then they'll got to run. And pick up the trash.

19:39:18 So that's, I know that's a whole others. Meeting or a conversation, but anyway, I think if we were gonna do something for the city it would be a parking garage.

19:39:30 Or maybe a mix of like David said something. You know, that has parking, not just increase the problem that we currently have right now because Not only are they gonna have staff, they're gonna have, they're gonna have visitors.

19:39:46 And that's a lot of parking.

19:39:51 Yep. That's that's just my sense on that situation. Okay, our mics are telling us that they're gonna die soon.

19:40:00 And hence we're not gonna be able to communicate as we want with those online. So perhaps we wanna take a couple more comments and for sure if you have any questions, you can always again email action team.

19:40:13 I will get back a response to you. Do you have any more comments?

19:40:21 Is that center already planned and proved and everything?

19:40:28 That's me.

19:40:34 The answer is yes. Yeah, we have a joint. Use agreement with the school board. That's been expanded to include our partner, which is that agreement is multi faceted.

19:40:47 The 2 major components are improvements to the Galleon Street lot. And just to follow up on Castro just to answer your question, the village is signing a lease.

19:41:00 For a temporary public works building. Which is about a mile West on 79th street. But your point about the vehicles breaking down.

19:41:15 And costing the village money is very well taken. You know, historically North Bay Village has had its own public waste.

19:41:24 Operator, you know, we are our own. Trash company. Right? It, it is, it is great because ours, they're wonderful.

19:41:37 We know them. They're great. They're accommodating. But those trash, the trucks break down quite often.

19:41:44 So we have the expense of the. And repair of the trucks and the and the we had to tear down the building anyway because it had asbestos and it was condemned.

19:41:55 So in any case there would have been a need to build either a new public works building. Yeah, yeah, no, I just, you know, Sometimes it helps to know these other moving pieces because I think all 5 of us on the commission.

19:42:12 I think we're all genuinely trying to do the best we can to deliver for residents and sometimes things are much more complicated.

19:42:20 Then they seem. But the point is that that Galleon Street lot will be like I said a two-story community center so on the 1st floor there will be locker rooms and a gym, as well as a small kind of like food type of facility and on the second floor we're gonna have a space that can be programmed for residents.

19:42:41 There's no offices going on the second floor. It's gonna be space where we could do Zoom book classes, art classes, movie screenings, community events, dominoes, that kind of thing, and then the rooftop community garden.

19:42:55 The second component of the MOU or the joint use agreement is for the park, the green space, the open space, which is You know, we have the soccer program there on Tuesdays, Thursdays and Saturdays.

19:43:07 And it's going to be completely transformed to be much, much, much much better sort of playing fields and there will also be a nature path for planting dozens of trees.

19:43:19 The basketball courts are getting a facelift. I mean, it's going to be a huge outdoor kind of central park essentially for the community.

19:43:29 And again, that's that's not our property. So we We did sign a JUA.

19:43:34 The school board has signed the JUA. We also approved the site plan. For the park and the community center.

19:43:44 Ralph, is there anything I think we're moving into? Permitting or moving into permitting.

19:43:50 We're moving into my question is this. You're gonna build a community center, which is great.

19:43:56 I like the idea. But let's be honest, in South Beach, they got a, parking structures on Collins as a mansion on the top of it.

19:44:05 I mean, why can't we build a parking structure with a community center in it and a rooftop thing on the top of it?

19:44:09 Yeah, or whatever. I mean, we can build something more than we are. To accommodate a of what the people wanna do.

19:44:18 So I mean, it's not pro ground. I get it. And look at another option. I'm trying to.

19:44:29 I completely hear that and I think. I think you know a world where We had. You know, people are gonna roll their eyes when I say this.

19:44:41 I know they are. In a world where we had more money to do the things that we want to do.

19:44:47 We absolutely would do that. But I think our consultant mentioned it does cost about $40,000 per parking space.

19:44:56 And in this moment where we are doing our best to keep taxes flat, your Miami Dade County taxes are going to increase.

19:45:07 There's the taxes that you pay to the school board are going to increase but in North Bay Village we're trying to keep your taxes flat as we have the last 4 to 5 years.

19:45:18 We also are trying to pay for a new city hall, which will also be our new police station and our new fire station.

19:45:27 And we are doing everything that we can to close the funding gap for that and all of the impact fees that we're getting from these new projects.

19:45:37 Is going to close that budget gap for our new city hall. We're the only city in Miami-dade County.

19:45:43 Including this game park and I'll portal and We're the only city that doesn't have our own city hall and our police department needs an emergency operations center.

19:45:56 And our fire department needs a station because they're working out of. Portable as a Pelican harbor.

19:46:02 So there's a lot of competing budget needs and It's so important for you to be giving this feedback because the 5 of us need to hear from you.

19:46:12 In terms of how to prioritize these projects. So please, you know, keep giving that feedback.

19:46:19 Good. Could I add something about, cause I wanted to look up to show my parking number. I wanted to make sure to get them right.

19:46:25 So they're required to offer 506 parking spaces, but they're doing 750.

19:46:31 So it's almost. 250 additional that they want to rent to the public. They, they don't need them.

19:46:36 And they are definitely looking to monetize them. You know, can we require the condominium associations who you know, our the major sort of culprits causing the overflow, particularly onto mutiny.

19:46:56 Can we require them to purchase?

19:47:00 East, Can we require them to purchase? Or least a number of those spaces. We absolutely can. And so what I've heard tonight is a sort of divide between folks that live on the east side and folks that live on the west side and the folks the further west you live the less concerned you are about this issue because you're a single family block next to a single family block next to a single family block.

19:47:24 But it's the folks there's, you know, you're on or near you treasure that are really sort of feeling the pain.

19:47:29 One of the things without going too much into the weeds, we have what I think is a very successful parking program on Harbor Island.

19:47:36 And what we did after some kind of, you know, some tinkering because we did a more basic study.

19:47:40 The formula that we came up with is that you are entitled to a certain number of parking permits and a permit is tied to your tag, which may or may not work for Treasure Island, but on Harbor Island it's tied to your tag and if you're building whether it's a newer building or an older building let's say you have a hundred bedrooms when you add up all the apartments or the

19:47:59 condos. If you have a hundred, bedrooms and you have 50 spaces on site in a garage or like in a parking lot that belongs to you, etc.

19:48:09 We give you the difference for on street parking and I could see us adopting something like that. For the multi family, you know, residences, especially on East treasure, where we add up the number of bedrooms you have, we add up the number of parking spaces you have on site and maybe you're required to pay the difference.

19:48:27 And what that'll do is you know, it'll make folks. Think twice about whether it makes sense to be there or not.

19:48:34 And we're not looking to, you know, expel anybody, but those are the folks that if they have those access cars.

19:48:39 They're the ones that are parking in front of your house and keeping you from being able to park near your house.

19:48:43 So. You know, what we found on Harbor Island is the folks that had many cars. They started putting some of those extra cars somewhere else and suddenly the parking program, yeah, we get compliments on the parking program.

19:48:54 So it's If they're coming to Treasure Island, we're gonna catch them. That is for sure.

19:49:00 That is for sure. Yeah.

19:49:03 Yeah, well, we this will whatever I think I suspect whatever we end up doing will capture some of that if that is in fact the case and to Jonathan's point of just wanted to say this from before.

19:49:15 If you have somebody that's parking there, you know, days and days and all that and you haven't necessarily gotten the reply that you're looking for.

19:49:20 Please just call me personally because I, I don't want you to go through that.

19:49:23 Everything you said but the budget it makes total sense. But let's also keep in mind that once it's built.

19:49:30 It's too late to try to fix it. So it's That's coming from an XGC.

19:49:39 Thanks.

19:49:47 Do we have any other comments online? No. Yes. Hello, this is, Okay.

19:50:13 Let me see if is there?

19:50:17 No, What is the?

19:50:24 Okay. Yeah. It's frustrating. Okay.

19:50:34 You can always call the

19:50:54 The.

19:51:04 Okay, well.

19:51:09 The issue is we do park in our in front of our driveway and lately it's been Well, technically you cannot park in front of your driveway, period.

19:51:25 No, in front of in front. But this is this is exclusive to each treasure drive. This is something brand new.

19:51:35 And I'll be honest, we're very frustrated. We've made tickets. I think more than a hundred bucks.

19:51:45 Maybe you could tell your officers, you know, chill a little on East Treasurer drive unless unless somebody calls you.

19:51:57 Sam, Sam, can you use the mic so we can?

19:52:06 We do get people that call us about parking all the time. And state law. Account law. You can't block it driveway even if you are the owner of that driveway.

19:52:20 The street is public soil. And it was it belongs to the city. And you cannot block it now.

19:52:29 I've already made some suggestions for the manager of some things that we can look at that might be able to alleviate that.

19:52:33 But the reality is You cannot Even if it's your driveway. Now that's part of what happened in here where it's like, hey, can you help us and paint the driveways yellow so people don't park there?

19:52:46 So that and then so that got that became a mess. We just recently returned them all. Everything is legal.

19:52:54 You can't park in the yellow curb zone. You can't block a driveway even if it's your driveway.

19:53:00 That's the reality. And unfortunately, especially the town hoses there along East Treasurer Drive.

19:53:06 I have It's very narrow and they're almost no space in between. Okay. Let me let me say something.

19:53:16 And I know and I know some people have said while we've been doing it despite the 50 years.

19:53:22 But the reality is that 50 years ago You didn't have 3 large, large multi-family buildings with unfortunately an adequate parking space in that area.

19:53:34 So you get the spillover. Come an issue. You, you people have mentioned it. Everybody's parking their scooters because they're squeezing them all into the corner.

19:53:44 So we. Go out and enforce that and then we get complaints to the people where you just towed my scooter.

19:53:48 Well, you're required to have an active current drive active current license tag and when you're That's the reality.

19:53:57 So we do go out and enforce that. And it is an issue, I understand, but. Okay, let me say something.

19:54:07 Right, we have about And we purposely, they tried to steal the boat one time. It's our driveway.

19:54:17 Nobody's going in there. Why can't I block my own property? And then I have another, well, we have a driveway circular.

19:54:25 So you've got one end. That we block the boat because if not that Somebody to stand there, 24 HA day.

19:54:32 The other side that we're coming out, sometimes I block my driveway because I want to pressure clean or I want to leave it there.

19:54:40 I've nobody else can part there. But it's my house. So how could you can part in my own hours?

19:54:48 Can't you change the law? That's, that's state long and it's counted block.

19:54:58 That's state long and it's counted block. That's the county. Block a driveway not to have people say well it's my house we have no way of knowing who that car belongs to.

19:55:07 Oh, you would know because if somebody is blocked in my house, I'm calling you. You know what I'm saying?

19:55:11 We don't and we do get that complaint. I've got a guy parking in my driveway.

19:55:15 So that's the issue.

19:55:22 We can't do that, man. There's, we're limited in this to why we can run tags.

19:55:27 No. That being said. That being said that it's, it's illegal with the county.

19:55:41 I've had a vehicle block my driveway and it's taking me 3 days. For you guys to remove that car and So I will tell you the same thing.

19:55:56 That I tell everybody. You called (305) 758-2626. It's the single quickest way to get and what is that response?

19:56:06 That's our communication center at staff, 24 7. And if you call us and say, hey, there's a car blocking my driveway, we'll have a unit come out there.

19:56:14 They will look at it and take me 3 days. It's taken me 3 days and you guys didn't want to move it and it was blocking and it took him you guys it didn't want to move the car that was blocking his driveway.

19:56:25 Yeah, go ahead. I was, I mean, I wasn't gonna say anything that you just said.

19:56:31 I called that number. There was no answer. I had to get my son to look for officer to come to my house.

19:56:38 Nobody would answer. So what uses dialing that number is not gonna be answered. I since I wasn't there, I can't speak to your particular situation.

19:56:48 I am telling you that number is staffed. 24 7 now. We might have a couple of calls going on.

19:56:53 There's only one communications operator there. So they ever handling 3 other phone calls, you might get queued, but if you and call back.

19:57:02 It will get answered.

19:57:04 Again, if we only have one phone line and it rotates through. If you only get if somebody is handling if we have one operator trying to handle 3 calls.

19:57:14 That one may take, may take a while to go too, but. It is answered this staff, 24.

19:57:22 So going back to what I originally said, my 1st statement, I think we have rules now that needs to be enforced.

19:57:27 Think we it's a good parking study and everything, but I think we have roles now that work and that need to be enforced You have the complaints.

19:57:37 Hey, you're citing my car. Alright, because it's a catch 22, right?

19:57:43 Because the innocent bystander. Got a ticket, but the person that was parked in front of my house for 3 days, that they, you guys couldn't find them.

19:57:54 And it was 3 days. Kasho, I think that this Issue speaks to the need to have.

19:58:01 An electronic database or, yeah, I mean, I think we need a solution. But it feels like when I call you guys and it's not all. Yeah. I mean, I think we need a solution.

19:58:13 But it feels like when I call you guys and it's not all your officers I get the 3rd degree because I'm calling you because somebody's parked in front of my house.

19:58:16 Like if I'm I came home and I did something wrong. You know, I'm from Liberty City.

19:58:20 I know what that feels like to do something wrong.

19:58:27 I can. Okay, I think I spoke with you when this happened and I got 3 different stories from 3 different officers.

19:58:37 Well, we have to wait for this to happen. So the next day, I get another story. Well, that's not right.

19:58:43 We gotta wait this long and we're starting today. So by the 3rd day, and I hate to say this, I told the officer, he goes, unless he, cause he told me, unless this car is vandalized and, what's the word?

19:58:56 Abandoned and I told the officer give me 20 min and this is gonna be an abandoned vandalized vehicle and all of a sudden and I hate to say it but I'm a very honest person and I don't hide anything and I hate to say it but within 15 min they found the owner.

19:59:14 It took me 3 days and a threat to a police officer. To get the car moved out of my driveway and I believe I spoke with you this happened years ago.

19:59:23 And I don't think that's right. She she didn't have to get a ticket.

19:59:28 Yeah. Well, see, you know. They didn't have to get a ticket. They live right.

19:59:35 I know it's against the law. But the person that had to get a ticket and get told was the other person that was parked in front of your house.

19:59:45 I say 5 years ago. 5 years ago. I really I'm fortunately I can speak to that.

19:59:52 We do. I can only speak to the. My biggest complaint, the the people with the problem. Now we have to pay a hundred dollars a month.

20:00:04 Alright, and no, but I'm just saying it's an example, but that's not We're the ones that have the problem.

20:00:10 You know, and now it's something's got to be done that is fair for everybody. I like the ideas, all the ideas that we came up with here today.

20:00:20 I don't like the ideas on the packet. So go ahead, go ahead. The cameras.

20:00:29 Okay. Are those accessible to somebody?

20:00:32 Bye. Cause people's park in front of my house 5 days, they call the cops and they say I gotta document it to prove that it's been there.

20:00:42 What's the camp? 50. So.

20:00:54 I'm commissioner you have a final work? Yeah, so my final word is is thank you. You know, thank you for being here.

20:01:05 Thank you for taking time. You know, it's Tuesday night. You could have been making dinner at home, watching a game, relaxing.

20:01:11 Thank you for being here. Everyone on Zoom, I know it's really annoying to be on a Zoom where there's like an actual in person live meeting also taking place because you can only hear probably 50% of what's going on so thank you for bearing with us and for your patience.

20:01:25 Again, please send follow-up to action team@nbvillage.com. My cell phone number again is 3 0 5 9 7 8.

20:01:37 0 3 7 6. I am your Treasure Island Commissioner. It is literally my job to protect the quality of life.

20:01:46 Throughout the village, but very specifically on Treasure Island. I live at the corner of North Treasurer Drive and West Treasurer Drive and I have, you know, I'm 1 person with a dog and one car.

20:01:58 So I don't personally experience these issues, but I walk all over the island and I talk to each of you.

20:02:03 Particularly now as it gets closer to November. And I'm hearing from you. And I will promise you that residents will not be paying to park their cars.

20:02:14 If we need to come up with an incentive system or a disincentive system. To make sure that people don't have an excessive amount of cars that are taking up spaces on the street will probably consider that, but there will be a lot of debate on this dais on June, the 11th a lot of debate all 5 of us are independent thinkers we have civil discourse we agree we just agree it will be a real meaty

20:02:43 discussion. But my job on the dais and in that discussion is to protect your quality of life and what I have heard tonight is that we need a system that facilitates Better enforcement and the right enforcement.

20:02:58 And that you wanna be able to get access to your driveway and park your cars on your street without a headache.

20:03:05 And so I understand that and I will be your advocate at the commission meeting as I trunt to be every day.

20:03:12 So thank you so much for coming. Alright.

20:03:19 Absolutely. We will move. We will move the Treasure Island parking study discussion to as soon as we finish proclamations and reports, we'll do it.

NORTH BAY VILLAGE
EST. 1945

North Bay Village Treasure Island Parking Study

Village Commission
June 11, 2024



1063

THE CORRADINO GROUP
Engineers • Planners • Program Managers • Environmental Scientists
Helping communities since 1970

Purpose of the Study

Improve:

- Residents' quality-of-life
- Economic viability of existing and new development

Define:

- How much parking is provided in the study area
- How parking is being utilized and if demand exceeds capacity
- Identify additional capacity if needed
- Define parking regulations for new development opportunities
- Identify feasible management strategies

Context of the Study

Existing Mixed- Use Island

transitioning residential around the civic core with commerce along the corridor

New Projects

Sunbeam

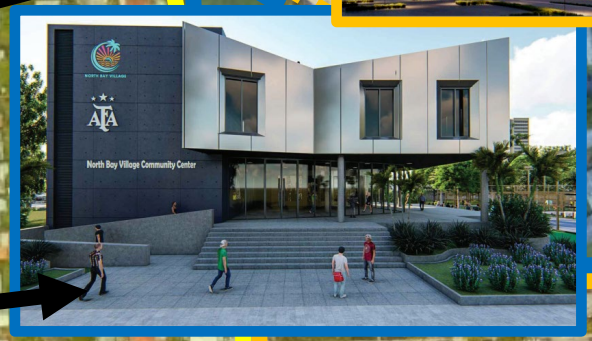
Shoma

Argentine Football Assn









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NORTH BAY VILLAGE
EST. 1945

Parking Count Summary

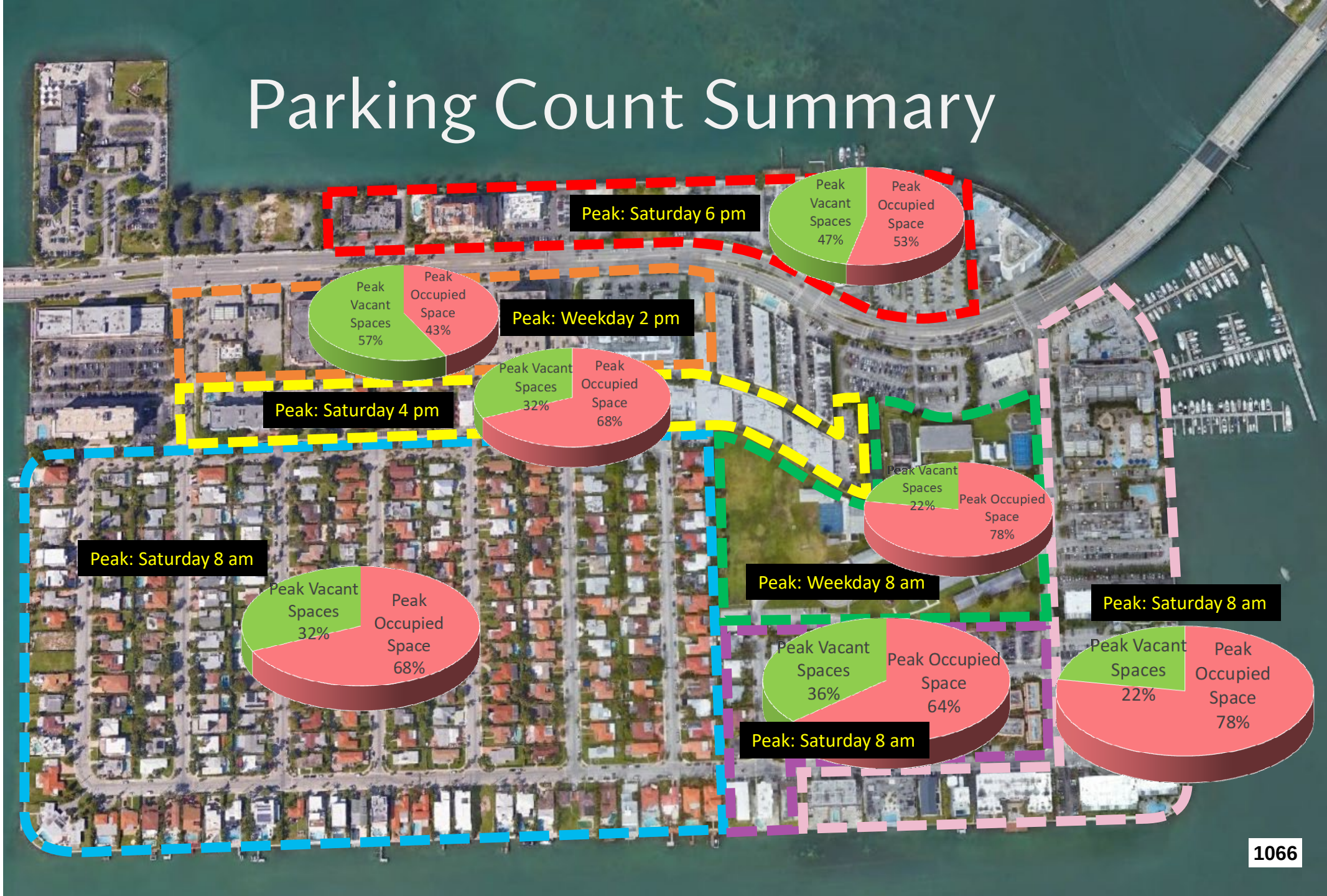
Parking Count Analysis Sections:

1. North of Causeway Mixed Uses
2. South of Causeway Commercial Uses
3. North Treasure Dr Multi-family Res.
4. School
5. Single Family Neighborhood
6. Medium Density Multi-family Area
7. High Density Multi-family Area

Not included:

Sunbeam redevelopment

Shoma redevelopment



Single-Family Area Synopsis

200 dry and 46 waterfront single-family homes platted on 60-foot frontages

- 3 car spaces in general (garage, driveway, and street)

Survey Findings (*60 responses for single-family)*

- Stated that they have 2.5 vehicles on average, and up to 5 per home (5%)
- Stated availability of 2.8 spaces on average (1.4 in garage + 0.3 on driveway 1.1 on street in front of house)
- 63% feel there is not enough parking
- 75% would support a residential parking program
- 6% would park remotely and walk to vehicle; 23% if it is a covered and secure garage

Public Input from Steering Committee and Town Hall Meeting

- Residents do not want to pay to park on their neighborhood streets
- Residents want a convenient way for their guests to also park for free
- Residents generally want to support their neighbors – it's okay for some condo parking in the single-family area
- Residents want to inhibit parking from commercial uses, schools and out-of-town "ghost" parkers
- Single-family residents want to enforce the blocking of their driveways by others, and also want the ability to park in front of their own driveway without being ticketed

Multifamily Residential – Public Input

Southeastern part of Treasure Island

- 14 medium-density properties with 311 residential units, 495 bedrooms
- 5 high-density properties with 1,566 residential units, 2,820 bedrooms
- Legacy buildings without enough parking for current vehicle ownership trends
- Legacy medium-density buildings with 90-degree parking reduce on-street parking

Survey Findings *(96 responses for multi-family)*

- Stated that they have 2.0 vehicles on average, and up to 5 per home (3%)
- Stated availability of 1.7 spaces on average (0.9 in garage + 0.6 on driveway 0.1 on street)
- 54% state that they have to park one vehicle on the street
- 40% would park remotely at a surface lot and walk to their vehicle; 48% if it is a covered and secure garage. 49% if by Freebee

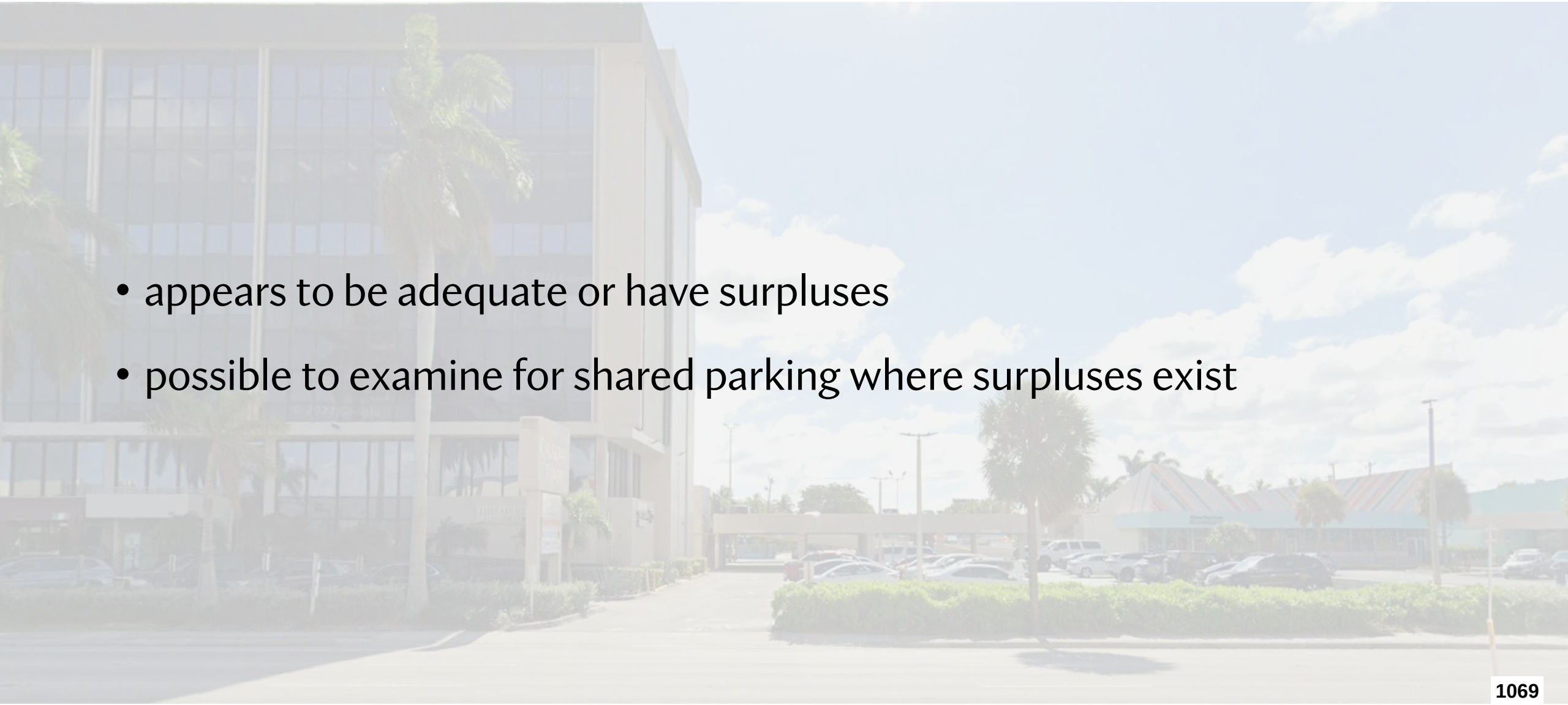
DEFICIT OF 0.3 SPACES ON AVERAGE
(1 in 3 units is short by 1 space)

Public Input from the Steering Committee and Town Hall Meeting

- Residents do not want to pay to park on their neighborhood streets
- Residents want a convenient way for their guests to also park for free
- Short-term rentals increase the number of cars that are parking
- Motorcycle and scooter use is increasing and sufficient parking is an issue
- There is a preference for garage parking within walking distance of the condominiums and apartments

1068

Findings: Commercial Parking



- appears to be adequate or have surpluses
- possible to examine for shared parking where surpluses exist

1069

Recommendation 1
Paid Street Parking w Residential Permit

- Short Term – for immediate implementation: Low capital cost (signs)
- Implemented through Pay-By-Phone

Treasure Island On-Street Parking Rates Recommendations				
	West Treasure Island Parking District		East Treasure Island Parking District	
	First hour	Each Additional Hour	First Hour	Each Additional Hour
Weekdays from 7:00 am to 7:00 pm	$2.42	$2.00	$2.42	$2.00
Weekdays from 7:00 pm to 7:00 am	$2.42	$2.00	$2.42	$2.00
Saturdays from 7:00 am to 7:00 pm	$2.42	$2.00	$1.42	$1.00
Saturdays from 7:00 pm to 7:00 am	$2.42	$2.00	$2.42	$2.00
Sundays from 7:00 am to 7:00 pm	$2.42	$2.00	$1.42	$1.00
Sundays from 7:00 pm to 7:00 am	$2.42	$2.00	$2.42	$2.00
Holidays from 7:00 am to 7:00 pm	$2.42	$2.00	$1.42	$1.00
Holidays from 7:00 pm to 7:00 am	$2.42	$2.00	$2.42	$2.00
Residents' Guests - anytime	$0.42	no cost	$0.42	no cost



Recommendation 1
Paid Street Parking w Residential Permit

- Implemented through Pay-By-Phone
- Residents register their vehicles with the Village
- Includes all private passenger vehicles
- Residents do not pay to park their registered cars on streets
- Residents' guests only pay transaction fee to initiate temporary parking



Treasure Island Residents' Residential On-Street Parking Rules Recommendations	
Single-Family Homes	
Allocation per Single-Family Home	3 Vehicles
Cost for Allocated Three Vehicles[1] per Residential Address	No Cost
Cost for Fourth Vehicle[1] per Residential Address	$100 / year
Cost for Each Vehicle[1] More than 4 per Residential Address	$200 / year
Muti-Family Homes: Condominiums and Apartments	
Allocation per Residential Unit	Equals the difference between the number of bedroom(s) of record within the residential unit and the number of space(s) provided by condominium / apartment[2]
Cost for Allocated Spaces per Residential Unit	No cost
Cost for Each Vehicle More than Free Allocation	$200 / year
All Treasure Island Residents, Single-Family and Multi-Family Homes	
Licensed & Registered Low-Speed Electric Vehicle (LSEV): Allocation Cost	 Counts as 1 vehicle No Cost
Licensed & Registered Motorcycles and Scooters: Allocation Cost	 Counts as ½ of 4-wheel vehicle[3] No Cost
Residents' Guests Temporary Parking: Duration Allocation Cost	 12 Hours Unlimited Transaction Fee Only

1071

Recommendation 2
Revise Zoning Code: Single-Family Homes

- Short Term – for immediate implementation
- Regulatory – no capital cost
- Amend zoning requirement for single-family homes from 2 on-site spaces per home to 3 on-site spaces per home.

Dwelling Unit Type	Zoning Requirement	Actual Average Vehicles Reported
Single Family Home	3 ~~2~~ spaces	2.5 spaces
Multi-Family Residential south of Kennedy Causeway		
Efficiency and Micro Units	1.25 spaces	2.0 spaces (number of bedrooms not known)
1 Bedroom	1.25 spaces	
2 Bedroom	1.75 spaces	
3 Bedroom	2.25 spaces	
Each additional bedroom over 3	0.5 spaces	
Residential Guest Parking	10% of total	

1072

Recommendation 2
Zoning Code: Multi-Family & Mixed-Use

Motorcycle and Scooter Parking

- 2-wheeled parking for mixed-use and multifamily development
- Support residents who use motorcycles and scooters with safe, secure options
- Increases the number of spaces in surface and structured parking
- Eliminates wasted spaces that are insufficient for full-sized parking spaces



Low-Speed Electric Vehicle (LSEV), Neighborhood Electric Vehicle (NEV) Parking

- LSEV / NEV Parking at multi-family and mixed use developments
- Support residents who use LSEV / NEV with safe, secure options
- Increases the number of spaces in surface and structured parking
- Eliminates wasted spaces that are insufficient for full-sized parking spaces



1073

Recommendation 3
Static Wayfinding

- Short Term – for immediate implementation to start permitting on State roadway
- Management strategy - minor infrastructure – minimal capital cost
- The purpose is to guide visitor traffic destined for the school, park or condos away from going through single-family neighborhood streets.

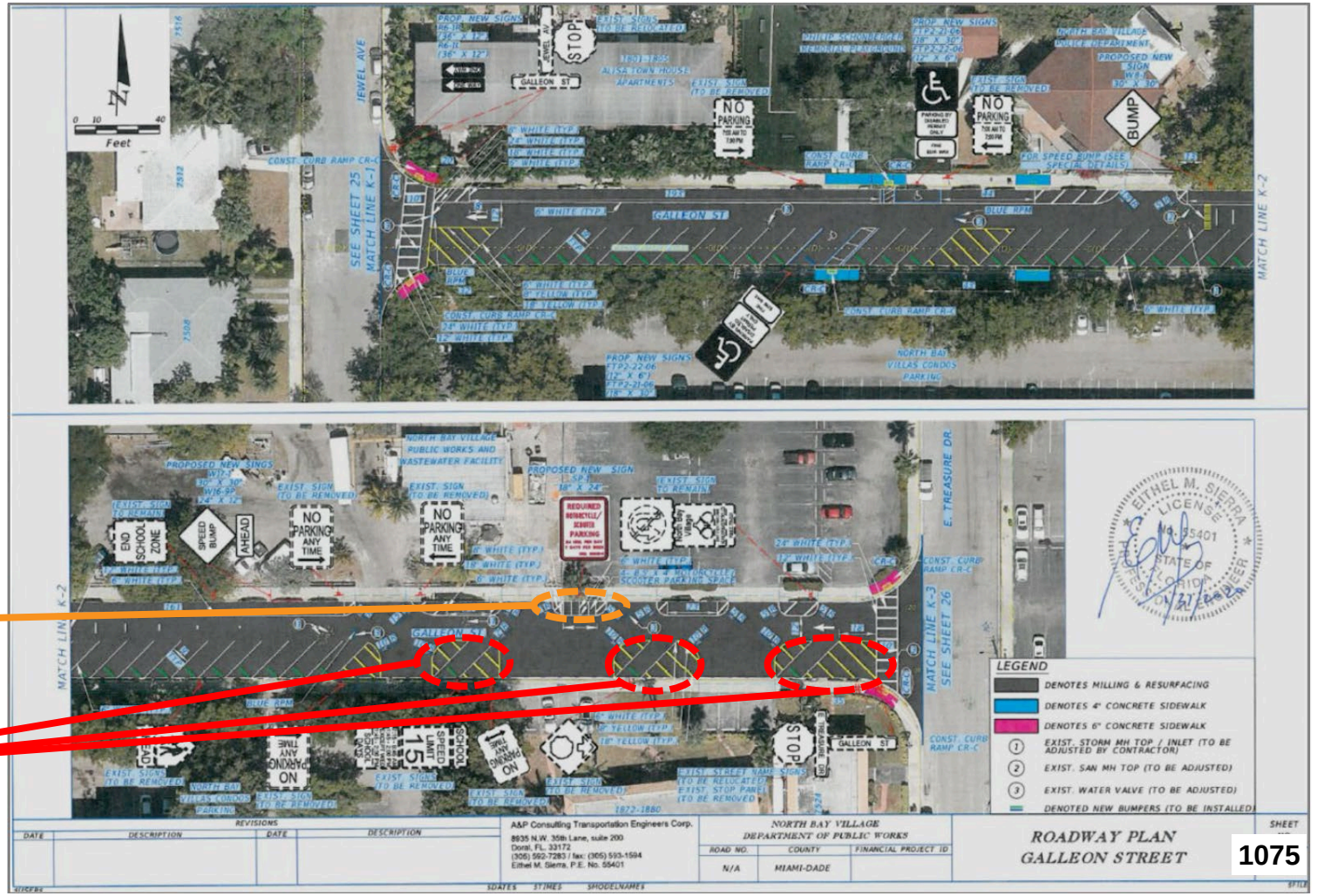
Location	Signage Type	Message	Other
Approach to Kennedy Causeway Intersection with East Treasure Drive, Eastbound lanes	• Permanent on post • Static Message • Illuminated	Indicate parking for park and school is to the left	Design adaptable to future installation of dynamic electronic sign that displays the number of available parking spaces
Approach to Kennedy Causeway Intersection with East Treasure Drive, Westbound lanes	• Permanent on post • Static Message • Illuminated	Indicate parking for park and school is to the right	
Approach to Kennedy Causeway Intersection with Adventure Avenue, Eastbound lanes	• Permanent on post • Static Message • Illuminated	Indicate parking for park and school is straight ahead	None
Approach to Kennedy Causeway Intersection with Adventure Avenue, Eastbound lanes	• Permanent on post • Static Message • Illuminated	Indicate parking for park and school is straight ahead	None



1074

Recommendation 4
On Street Capacity Enhancements

- Mid-term – for immediate addition to FY 2024/2025 CIP
- Parking increase is 15 spaces in the condominium area with the greatest needs
- Also adds safety enhancements
- Design includes four 2-wheeled spaces at 90 degrees where there is not sufficient space for a full-sized vehicle space.
- Include additional 2-wheeled spaces in unused buffer areas



Recommendation 4
On Street Capacity Enhancements

- Consider 2-wheeled spaces and LSEV / NEV spaces in other locations where and when other streets are reconstructed in the East Residential Parking District









Recommendation 5
Public-Private Partnerships

- Long-term time frame
- Capacity Strategy that does not have a large capital cost to the Village
- New, large-scale mixed-use developments could provide some parking for public use.
- Increase in parking capacity can be significant.
- Focus must be on the area within walking distance to and from the multi-family area.
- Shoma project will provide 244 additional public spaces.







Thank you

Questions?

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Carlos Llamas, Project Manager

SPONSORED BY: Vice Mayor Richard Chervony

SUBJECT: Discussion of Potential Public Art Locations for NBV Hall and Safety Complex - ***Sponsored by Vice Mayor Richard Chervony***

RECOMMENDATION

Rank art location options so that the Village, in partnership with Miami-Dade County's Art in Public Places Office, can issue a Call to Artists, rank submissions, and enter into a contract with the selected artist, for artwork as part of the construction bid package for the Village Hall project.

BACKGROUND AND ANALYSIS

Section 2-11.15, "Works of art in public places" of the County Code governs art in public places in the incorporated and unincorporated areas of the County. The County Code requires that the County and each municipality within the County provide for the "acquisition of works of art equivalent in value to not less than one and one-half (1½) percent of the construction cost of new governmental buildings, provided that no funds may be appropriated for this purpose from the ad valorem tax operations fund. To the extent the total appropriation is not used for the acquisition of works of art for said buildings, the remainder may be used for: (1) Program administrative costs, insurance costs or for the repair and maintenance of any works of art acquired under this section; or (2) To supplement other appropriations for the acquisition of works of art under this section or to place works of art in, on, or near government facilities which have already been constructed." *A copy of the applicable County Code provision is attached.*

Accordingly, as part of the Village Hall/Public Safety Complex/Fire Rescue #27 Station (VHFS) project, the Village projects to set aside approximately $540,000 (i.e., 1.5% of total construction cost) for public art. There are various options for addressing this requirement, including both internal items (e.g. wall/ceiling/floor installations) and external items (e.g. free-standing sculptures; parking garage cladding). The Village's architects have worked with the

County's Art in Public Places office (the "County") and identified various options, as can be seen in the accompanying presentation.

The best approach to commissioning a variety of work within the allocated artwork budget is to identify potential "art opportunities" or art locations and let the responding artists reply with proposal concepts that address one or more of these opportunities.

The most viable locations that are visible to the public are:
1. The Village Hall lobby, which include installations in the flooring, walls, and ceiling, including lighting. This is the recommended location, as the art is both visible to the public and serves a practical function, thereby reducing the amount that is spent on purely artistic, not functional items.
2. The exterior plaza by the front entrance, which provides space for a sculpture. This item could be added in the future.
3. The 5th/top floor common areas, including the elevator foyer and the Commission Chambers. This item would be visible to a relatively modest number of members of the public, those that visit the top floor of the building.
4. Garage cladding - this option exceeds the required budget, although art at this location could be added in the future.

The County does not limit the options but instead encourages artists to come up with creative options to stretch the art dollars through the Call to Artists process.

The value of artworks can fluctuate quite a bit because much of the value depends on the credentials and stature of the artists themselves and their interest in participating in a specific public art program.

After receiving the Village Commission's feedback, the Village plans to release a Call to Artists, through and in close consultation with the County. This way, the selected artist can be part of the VHFS project construction bid package early next year.

Prosperity

North Bay Village's prime location and residential areas offer a unique experience to visitors and business owners. The NBV100 plan highlights the community's abundance of potential by creating a compelling destination in these ways:

- Attracting economic development,
- Synergizing public space, and
- Increasing property values.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$540,000

PERSONNEL IMPACT
NONE

ATTACHMENTS
NBV Hall Art in Public Places - Potential Locations.pdf
County Code - Sec.2-11.15. Works of Art in Public Places.docx

MIAMI-DADE
ART IN PUBLIC PLACES

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

THIS PACKAGE IS MEANT TO IDENTIFY THE POSSIBLE AREAS FOR THE PROPOSED ART IN PUBLIC SPACES INSTALLATIONS

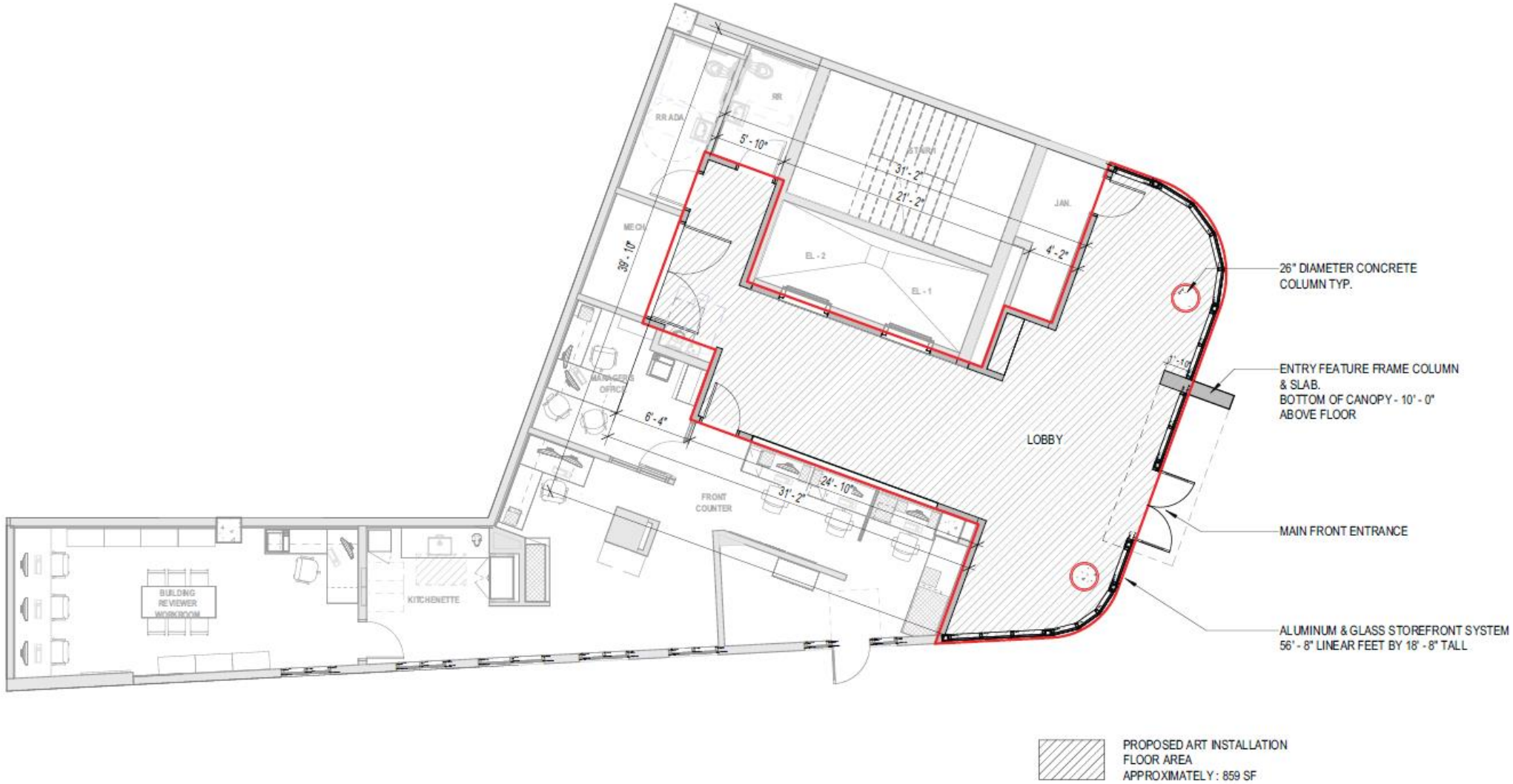
AIPP INSTALLATION - FIRST FLOOR ENTRY LOBBY

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27



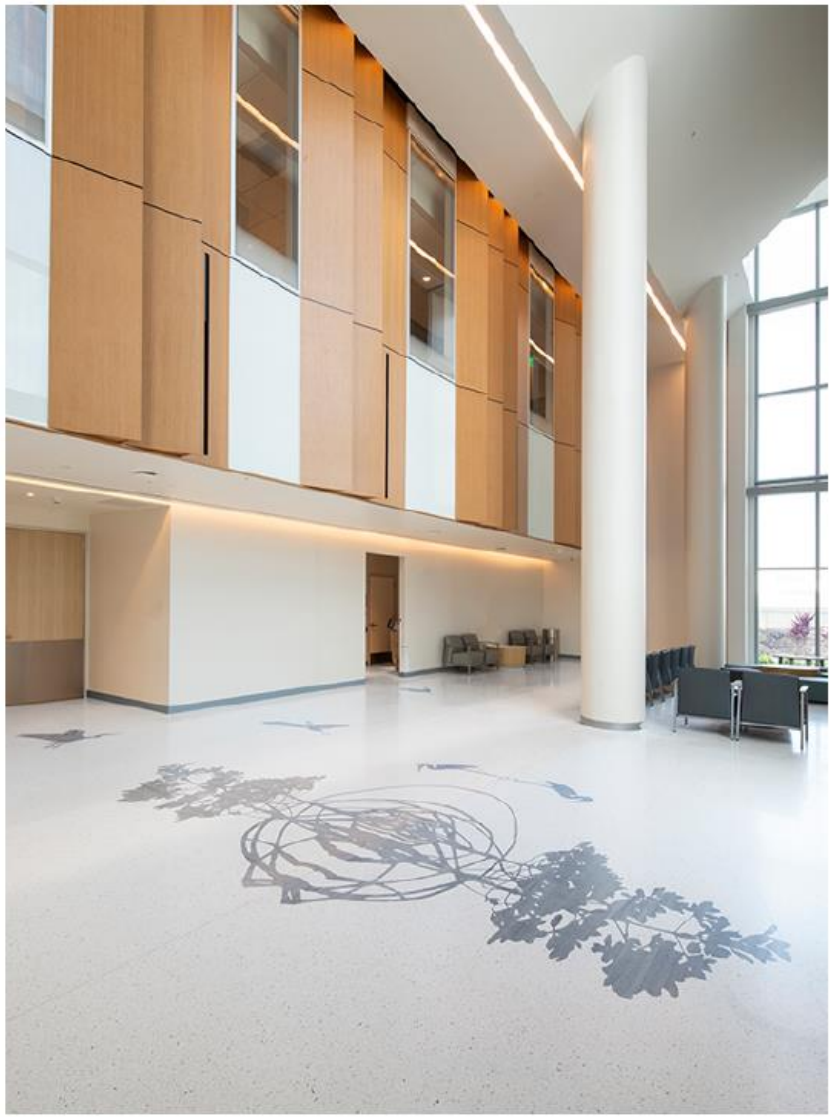
NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

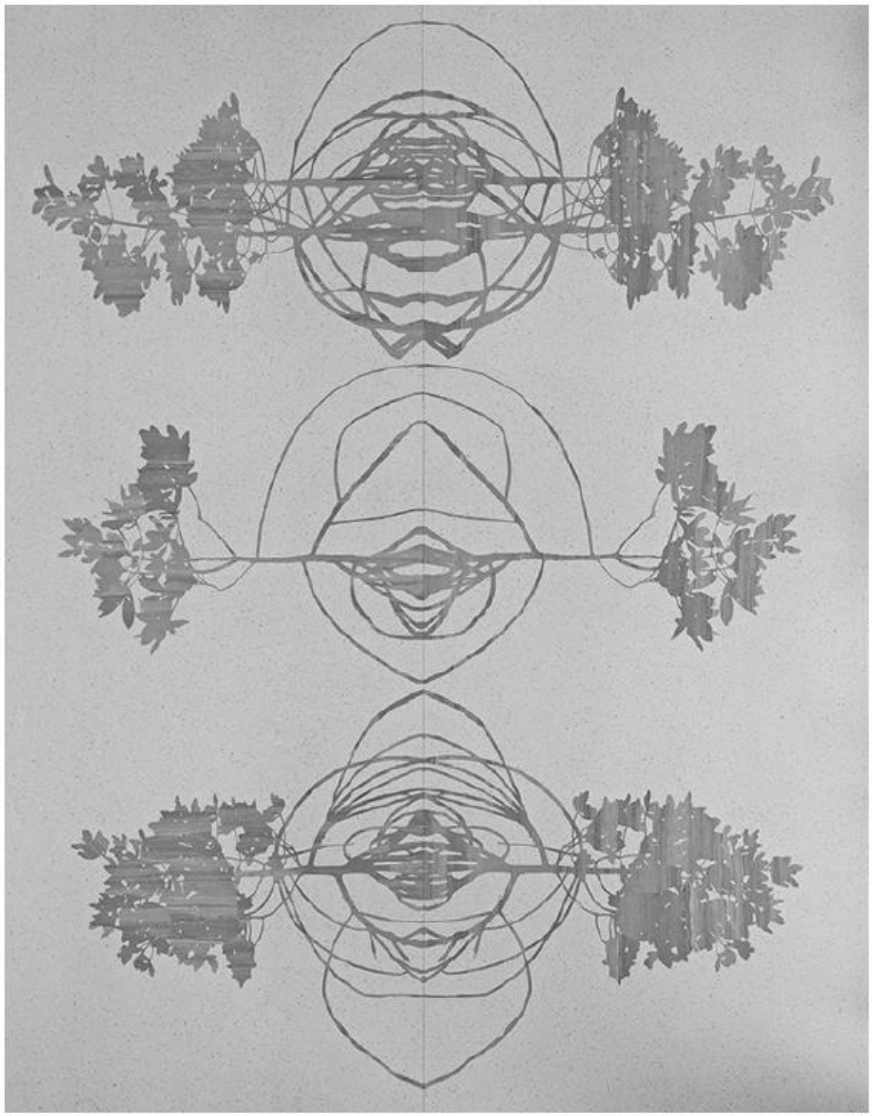
FIRST FLOOR ENTRY LOBBY INTERIOR PERSPECTIVE



NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

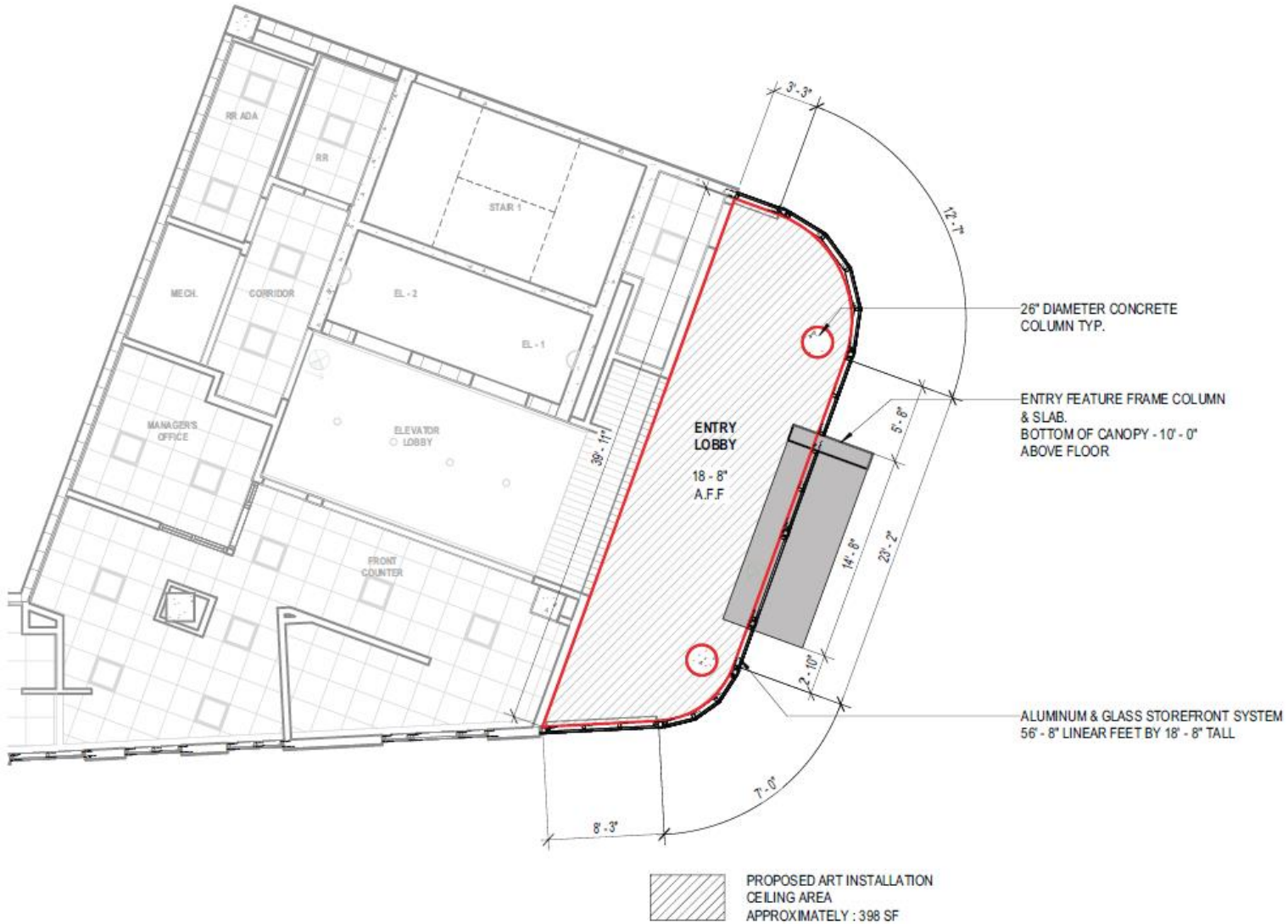
LOBBY FLOOR





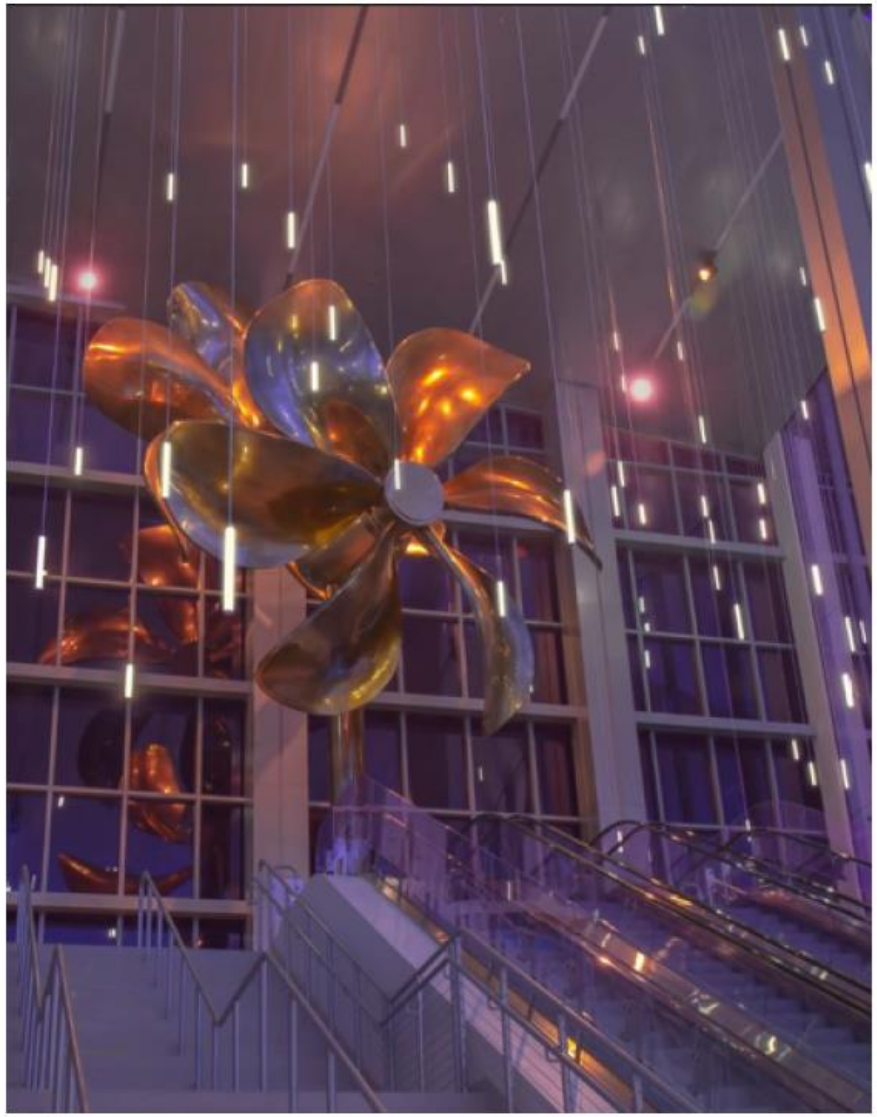
NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

AIPP FLOOR INSPIRATION IMAGES



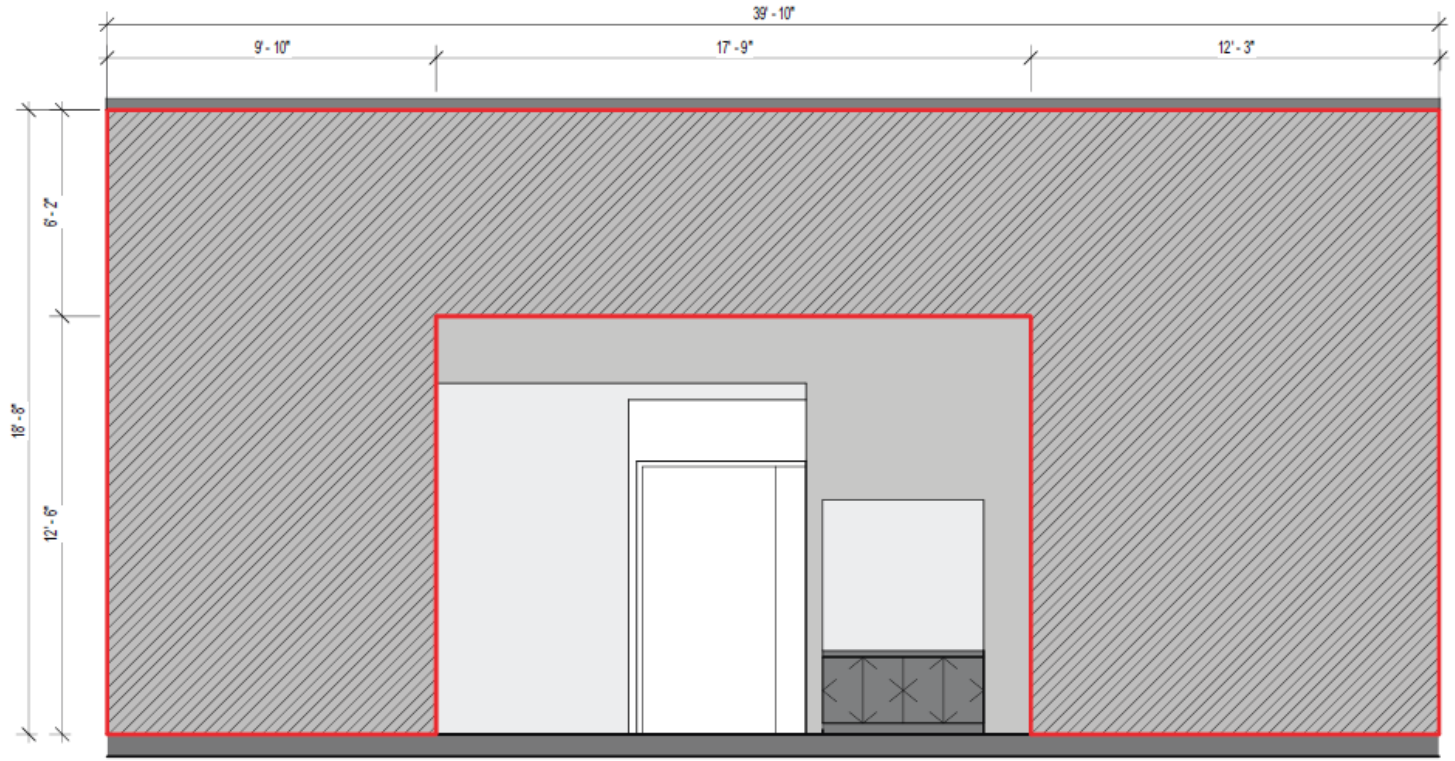
NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

LOBBY CEILING





AIPP LIGHT FIXTURE INSPIRATION IMAGES



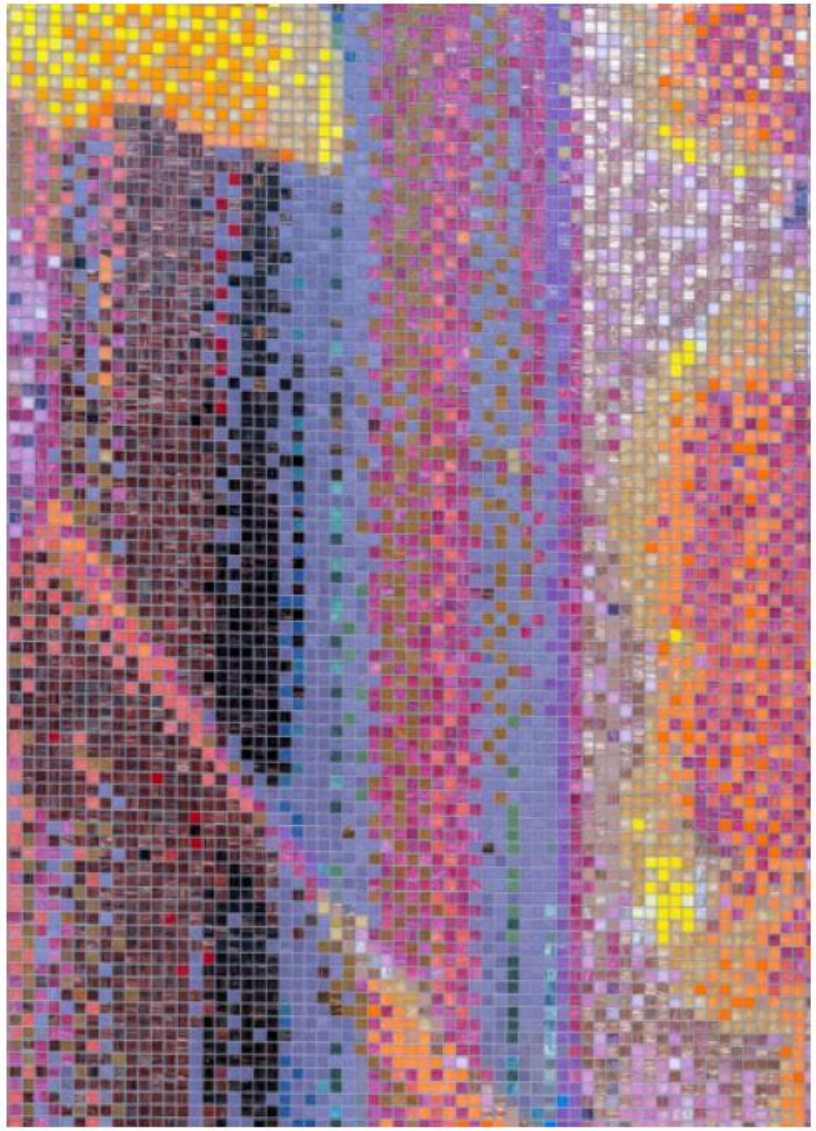
PROPOSED ART INSTALLATION
WALL AREA
APPROXIMATELY : 520 SF

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

LOBBY WALL





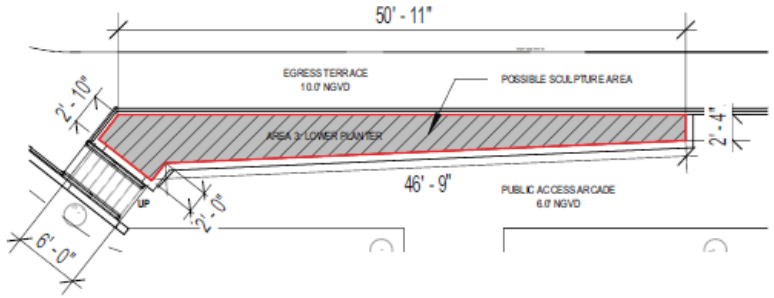


NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

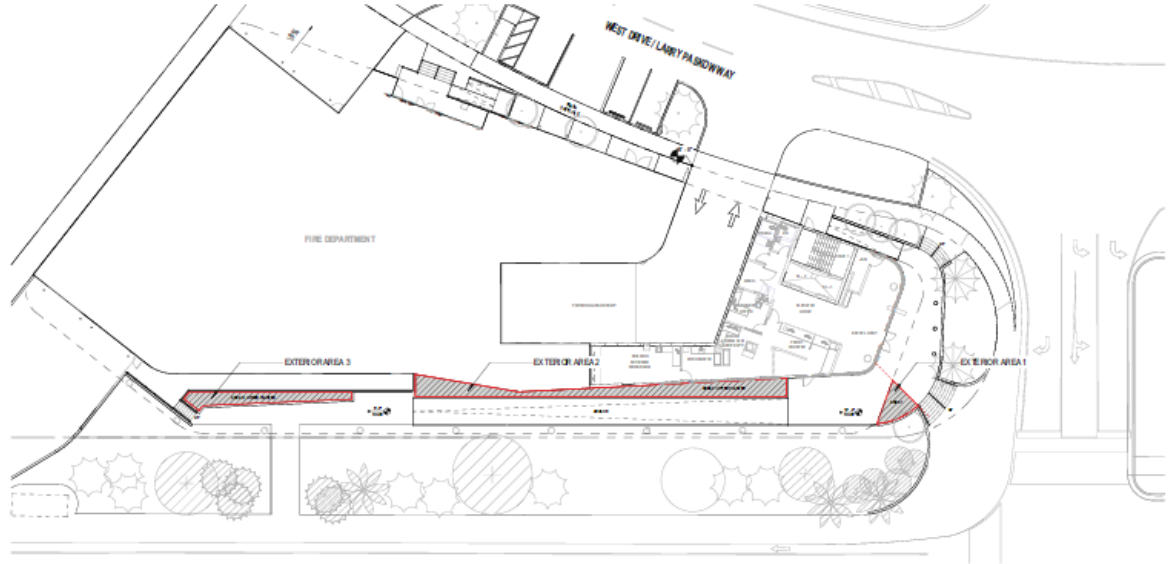
AIPP WALL INSPIRATION IMAGES

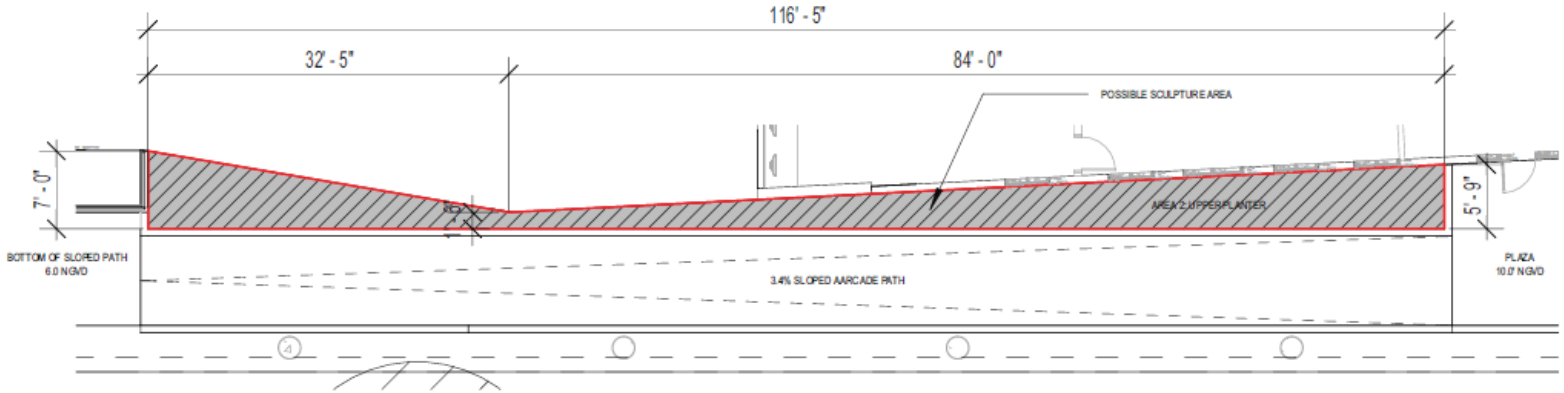
AIPP - SCULPTURE

NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

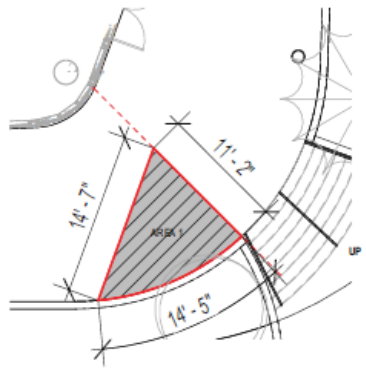


EXTERIOR AREA 1 - 180 SF
PLANTER SET AT 4 FT ABOVE AVERAGE GRADE





EXTERIOR AREA 2 - 440 SF
PLANTER SET AT 4 FT ABOVE AVERGAGE GRADE

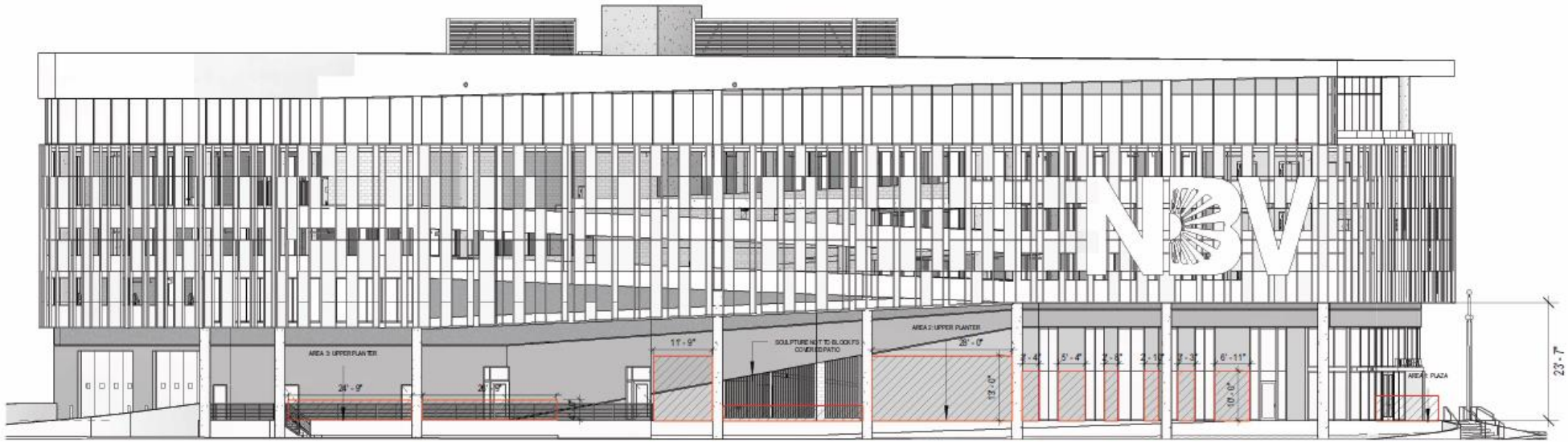


EXTERIOR AREA 3 - 85 SF
AREA PROVIDED ON PLAZA SET AT 10.0' NGVD



NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

ARCADE VIEW



NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

SOUTH ELEVATION
SITE AREAS







NORTH BAY VILLAGE
VILLAGE HALL & FIRE STATION 27

AIPP SCULPTURE INSPIRATION IMAGES

Sec. 2-11.15. - Works of art in public places.

1. This section shall be known, and may be cited, as the "Miami-Dade Art in Public Places Ordinance."

2. *Art in public places program.*

   (a) *Applicability and Jurisdiction over County facilities.* Subject to the provisions of paragraph (2)(e) below, this section is intended to, and shall, govern art in public places in the incorporated and unincorporated areas of the County. County facilities located, or intended to be located, within the boundaries of a municipality shall be governed solely and exclusively by the Miami-Dade Art in Public Places Ordinance with respect to matters covered in this section, including with respect to the collection, payment, and allocation of funds for the acquisition and display of works of art relating to said County facilities, and shall not be within the jurisdiction of the municipality for such purposes.

   (b) *Appropriation for construction to include amount for works of art.* Miami-Dade County and each municipality in Miami-Dade County shall provide for the acquisition of works of art equivalent in value to not less than one and one-half (1½) percent of the construction cost of new governmental buildings, provided that no funds may be appropriated for this purpose from the ad valorem tax operations fund. To the extent the total appropriation is not used for the acquisition of works of art for said buildings, the remainder may be used for:

      (1) Program administrative costs, insurance costs or for the repair and maintenance of any works of art acquired under this section; or

      (2) To supplement other appropriations for the acquisition of works of art under this section or to place works of art in, on, or near government facilities which have already been constructed.

   (c) *Waiver of requirements.* The requirements of paragraph (b) may be waived by resolution of the Board of County Commissioners of Miami-Dade County when and if it appears to said Board that a construction project covered hereunder is not appropriate for application of the above requirements.

   (d) *Definitions.* For the purpose of this section, the following terms are hereby defined:

      (1) *Works of art* is defined as the application of skill and taste to production of tangible objects, according to aesthetic principles, including, but not limited to, paintings, sculptures, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs, lighting designs and drawings.

      (2) *Construction cost* is defined to include architectural and engineering fees, site work, and contingency allowances. It does not include land acquisition or subsequent changes to the construction contract. All construction costs shall be calculated as of the date the contract is executed.

      (3) *County facility* is defined as any facility, building, structure, improvement, or infrastructure, whether subterranean, above-ground, or overhead, that is (i) owned, leased, or operated by, or (ii) constructed upon land owned or leased by, the County or any of its agencies or instrumentalities, including Public Health Trust of Miami-Dade County.

   (e) *Option for municipalities to enact art in public places ordinances.* Any municipality within the County may opt out of this section by enacting and administering its own art in public places ordinance for non-County facilities located within its municipal boundaries. This section sets forth the minimum standards for any municipal ordinance and any such municipal ordinance shall be consistent with the minimum standards of this section. The municipality shall provide written notice of the municipality's intent to opt out of this section and a copy of the proposed ordinance to the Office of the County Mayor and to the Art in Public Places Trust at least 30 days prior to the scheduled adoption of any such municipal ordinance so that the County Mayor or County Mayor's designee can advise the municipality whether or not the proposed ordinance is consistent with the minimum standards set forth in this section. Within 30 days following the adoption by a

municipality of an art in public places ordinance, the municipality shall provide a copy of the adopted ordinance to the County Mayor and the Art in Public Places Trust. Any municipality that, prior to March 30, 2019, has adopted an art in public places ordinance and seeks to use said ordinance to opt out of this section, shall provide a copy of said ordinance to the County Mayor and the Art in Public Places Trust so that the County Mayor or County Mayor's designee can advise the municipality whether or not the adopted ordinance is consistent with the minimum standards set forth in this section.

3. *Art in Public Places Trust.* There shall be an Art in Public Places Trust to administer the program.

(a) *Purpose.* The Trustees of the Art in Public Places Trust shall act in the public interest upon all matters relating to the program and shall support the program's goals and objectives. The Trustees' responsibilities include the selection, maintenance, planning, public education and curating of all works of art acquired by the program. The Trustees shall oversee and administer the funds collected by municipalities for municipal facilities and projects consistent with this section to be used for the benefit of such municipalities, except where a municipality has enacted its own art in public places ordinance and administers its own program as provided in this section.

(1) Membership; qualifications. The Trust shall be composed of fifteen (15) Trustees appointed to staggered terms by the Board of County Commissioners, serving without compensation. Each Board member shall be appointed to a term which shall end concurrently with the last day of the term of the County Commissioner who appointed the Board member, as provided in Section 2-38.2 of this Code. If a vacancy occurs prior to the expiration of the Board member's term, the County Commissioner who appointed that member shall appoint a new member to fill the balance of the term. Additionally, the Mayor shall appoint two (2) members of the Board of County Commissioners to sit as ex officio Trustees. Each Trustee must be knowledgeable in public art, must be a resident of Miami-Dade County and may not operate, own or be employed by any art dealer, art gallery, artists' representative, museum or other entity which derives income from the sale or display of art work. Membership is governed by Sections 2-11.38 and 2-11.39 of the Miami-Dade County Code.

(2) Term of office. No trustee shall serve more than eight (8) consecutive years on the Council; provided that this limitation shall not be applicable to Trustees with unexpired terms on November 1, 1993 who were reappointed after that date. Nothing shall prohibit any individual from being reappointed to the Trust after a hiatus of two (2) years.

(3) Duties. The Trustees shall prepare a master art plan to ensure a coherent acquisition program and implementation guidelines, both of which shall be approved by the Board of County Commissioners. The Trustees shall approve all program acquisitions in accordance with the master art plan and implementation guidelines and shall oversee the public education, and curatorial aspects of the program. The Trustees shall recommend to the County Manager an Executive Director, a budget for staff and other expenditures necessary to operate the program and shall deliver an annual report to the Board of County Commissioners.

(b) *Professional Advisory Committee.* The Professional Advisory Committee shall be composed of eleven (11) members appointed by the Trust, and shall be compensated for professional services in accordance with a schedule established by the Trust, although this shall not preclude donation of such services.

(1) Membership, qualifications. Each member of the professional advisory committee shall be a professional in the field of art, architecture, art history, or architectural history. Members' reasonable expenses shall be reimbursed at a uniform rate to be established from time to time by the Trust.

(2) Term of office. Each Professional Advisory Committee member shall serve a two-year term and may be reappointed for a total of three (3) consecutive terms.

(3) Duties. The Professional Advisory Committee will screen submissions and will recommend to the Trust for each acquisition not more than three (3) possible selections, which may be existing works of art or new commissions.

(4) Proceedings. For each acquisition the Trust shall direct the Professional Advisory Committee to act as a committee of the whole or in smaller subcommittees.

(c) *Selections of works of art.* All acquisitions will be in accordance with the master art plan. Trustees shall approve each acquisition from those elections recommended by the Professional Advisory Committee. The County Manager will negotiate and execute appropriate contracts to acquire each approved work of art. Funds may be aggregated to acquire works of art.

(1) Selection criteria. In the selection process, the following principles shall be observed:

a. Works of art shall be located in areas where residents and visitors live and congregate and shall be highly accessible and visible.

b. Areas used by tourists, including the airport, seaport, beaches, parks and thoroughfares, shall each have a separate master plan which shall be incorporated as a portion of the master art plan.

c. The Trustees should consider the inherently intrusive nature of public art on the lives of those frequenting public places. Artworks reflecting enduring artistic concepts, not transitory ones, should be sought.

d. The Trust's selections must reflect the cultural and ethnic diversity of this County without deviation from a standard of excellence.

e. Final selection shall also take into account appropriateness to the site, permanence of the work in light of environmental conditions at the site, maintenance requirements, quality of the work, likelihood that the artist can successfully complete the work within the available funding, diversity of works already acquired by the Trust, diversity of the artists whose work has been acquired by the Trust.

(d) *Master art plan and implementation guidelines.* The Trustees shall adopt and publish a master art plan and written uniform guidelines to govern the manner and method of the submission of proposed works of art to the Professional Advisory Committee, the process by which the Professional Advisory Committee shall make recommendations to the Trustees and the process by which the Trustees shall approve acquisition. These shall be approved by the Board of County Commissioners. Purchases and Commissions pursuant to such approved guidelines shall be reflected on the information section of the Commission agenda, but shall not require Commission approval.

4. *Ownership and Upkeep.* Ownership of all works of art acquired by the County under this section is vested in Miami-Dade County, except that ownership of all works of art acquired with municipal funds for a new governmental building shall be vested in the applicable municipality. The Art in Public Places Trust is charged with the custody, supervision, maintenance and preservation of works of art acquired by the County pursuant to this section, while each municipality is charged with the custody, supervision, maintenance, and preservation of works in art acquired with municipal funds pursuant to this section. In each instance, the County or municipality, as applicable, shall acquire title to each work of art acquired.

5. *Personnel.* The County Mayor shall provide adequate and competent clerical and administrative personnel as may be reasonably required by the Trust for the proper performance of its duties, subject to budget limitations.

(Ord. No. 73-77, §§ 1—4, 9-18-73; Ord. No. 78-75, § 1, 11-7-78; Ord. No. 82-90, § 1, 9-21-82; Ord. No. 82-112, § 1, 12-21-82; Ord. No. 84-14, § 1, 2-7-84; Ord. No. 94-12, § 1, 1-18-94; Ord. No. 98-18, § 1, 2-3-98; Ord. No. 19-08, § 2, 2-5-19)

Editor's note— Ord. No. 73-77, § 5, provided for inclusion of the ordinance as a part of this Code, but did not specify the manner of inclusion; hence, codification of §§ 1—4 as § 2-11.15 was at the discretion of the editors.

Cross reference— Center for Fine Arts, § 2-301 et seq.

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Discussion on Advisory Board Absences - Village Clerk, Alba L. Chang

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RECOMMENDATION

BACKGROUND AND ANALYSIS

In accordance with §32.16 of the Village Code, Advisory Board Members who fail to attend three regularly scheduled meetings in one calendar year and the absences have not been excused by a majority of the Advisory Board members present, the member shall be subject to removal by the Village Commission. Whenever an Advisory Board member accrues three or more unexcused absences in a calendar year, the Village Clerk shall provide notice to the Advisory Board member and the Village Commission of such absences. The Village Commission may thereafter consider whether the Advisory Board member should be removed at its next regularly scheduled meeting.

Currently, three Board Members have met the allowable number of absences in one calendar year as outlined in §32.16 of the Code. The following individuals have accrued the maximum allowed unexcused absences.

Planning & Zoning Board
* Sherry Abramson, Alternate Member (*three absences*)
* Jon Andras, Board Member (*three absences*)

Resident Services Board
* Laura Cuellar De Somoza, Board Member (*three absences*)

Staff respectfully requests the Village Commission engage in a discussion and explore potential actions concerning the attendance of advisory Board Members.

Enclosed is the latest advisory board attendance report.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Section 32.16 of the Village Code.pdf
Advisory Board Members Attendance- June 2024.pdf

§ 32.16 - Attendance; removal.

Service on an Advisory Board is voluntary. However, regular attendance at Advisory Board meetings is a requisite to continued participation. In the event an Advisory Board member fails to attend three regularly scheduled meetings in one calendar year and the absences have not been excused by a majority of the Advisory Board members present, the member shall be subject to removal by the Village Commission. Whenever an Advisory Board member accrues three or more unexcused absences in a calendar year, the Village Clerk shall provide notice to the Advisory Board member and the Village Commission of such absences. The Village Commission may thereafter consider whether the Advisory Board member should be removed at its next regularly scheduled meeting. It shall be the responsibility of the Village Clerk to track attendance of Advisory Board members.

Advisory Board members may also be removed, pursuant to the Village Charter, by affirmative majority of the Village Commission. No grounds for removal are required to be set forth in the notice.

Unless otherwise set forth in this Code of Ordinances, all Board members shall serve at the will of the majority of the Village Commission. In addition to removal for commission of crimes as provided by the constitution and the law of the State of Florida, Advisory Board members charged with criminal activity as set forth in Section § 772.102, Florida Statutes, relation to the performance of their duties notwithstanding, shall be suspended from office. It shall be the responsibility of the Village Clerk to notify any Advisory Board member of such a suspension. A replacement may be named to fill the vacancy created by the suspension in the manner provided by law until a final determination of the charges or the term of office is concluded. If the Advisory Board member is exonerated, the Advisory Board member shall be reinstated to serve the balance of the remaining term of office, if any.

(Ord. No. 2020-003, § 2, 1-14-20; Ord. No. 2022-014, § 2, 11-2-22)

BOARDS & TASK FORCE MEMBERS
2024 ATTENDANCE REPORT

ANIMAL CONTROL ADVISORY BOARD *(Quarterly Meetings)*

BOARD MEMBERS	Wednesday January 10	Wednesday March 6	*JULY?*										
Maria Marquez (Chair)	CANCELLED	P											
Indira Shakti		P											
Rosaura Lopez (Vice Chair & Secretary)		A											
Sandra Garcia		P											
Sabrina Fasana		P											

RESIDENT SERVICES ADVISORY BOARD *(First Tuesday at 6:30 p.m.)*

BOARD MEMBERS	Thursday January 11	Tuesday February 6	Tuesday March 5	Tuesday April 2	Tuesday May 7	Tuesday June 4 - LIVE	July	August					
Claudia Alvarez	A	A	P	CANCELLED	P		CANCELLED	CANCELLED					
Lidia Cantave (Chair)	P	P	P		P								
Jose Parada (Vice Chair)	A	P	P		P	C							
Laura Cuellar De Somoza	A	A	P		A	C							
Farahim Alili (Secretary)	P	P	A		P								

SUSTAINABILITY & RESILIENCE TASK FORCE *(Fourth Tuesday at 6:30 p.m.)*

BOARD MEMBERS	Tuesday January 23	Tuesday February 27	Tuesday March 26	Tuesday April 23	Tuesday May 28								
Alisha Graham (Chair)	P	P	P	P	P								
Neil Krasner	P	P	P	P	P								
Brenda Krebs	P	P	P	P	P								
Julia Stutts (Secretary)	P	P	P	P	P								
David Doebler (Vice Chair)	P	P	P	P	P								

FINANCIAL ADVISORY BOARD *(Third Tuesday at 6:30 p.m.)*

BOARD MEMBERS	Monday January 22	Tuesday February 20	Wednesday March 20	Tuesday April 16	Tuesday May 21	Tuesday June 18							
Sandi Horwitz	P	P	P	A	CANCELLED	A							
Nicholas Martin (Chair)	P	P	A	P									
Paul Jacob (Vice Chair)	A	A	P	A									
Gila Brock (Secretary)	P	P	P	P									
Marco Zuniga	P	P	P	P									

COMMUNITY ENHANCEMENT ADVISORY BOARD *(Fourth Wednesday at 6:30 p.m.)*

BOARD MEMBERS	Wednesday January 24	Wednesday February 28	Wednesday March 27	Wednesday April 24	Wednesday May 29 - HYBRID								
Bree Farrugia (Vice Chair)	CANCELLED	P	A	P	P								
Nicholas Quay (Chair)		P	P	P	P								
Silvia Santilli (Secretary)		P	A	P	P								
Christopher Cotton		P	P	P	P								
Jacob Petrini		P	P	P	P								

PLANNING & ZONING ADVISORY BOARD *(Second Tuesday at 6:30 p.m.)*													
BOARD MEMBERS	**January**	**Tuesday February 13**	**Tuesday March 19**	**Wednesday April 17**	**Wednesday May 15**	**Thursday June 20**							
Jon Andras - At-Large	CANCELLED	A	A	A	P								
Ruslanas Byckovas - Treasure Island		P	P	A	P								
Timothy Dennis - Harbor Island (Chair)		P	P	P	P								
Paul Murphy - North Bay Island		A	P	P	P								
Ryan Shaw - At-Large (Vice Chair)		P	P	P	P								
Sherry Abramson (Alternate)		P	A	A	A								

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Advisory Board Appointments - Village Clerk, Alba L. Chang

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RECOMMENDATION

BACKGROUND AND ANALYSIS

In mid May, the Village received the resignation of three (3) Board Members. Specifically, two (2) Board Members from the Planning & Zoning Board and one (1) Board Member from the Animal Control Board. The Communication Team advertised the vacancies for these boards, and as of now, we have received the following resident applications

Planning & Zoning Board
* Indira Shakti

Animal Control Board
* Sole Amadi

It is requested that the Village Commission consider the resident request for appointment for these Boards. Any new request will be compiled and send to you prior to the meeting for your consideration.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

Indira Shakti - PZB Application.pdf

Sole Amadi - ACB Application.pdf
Sole Amadi Resume- ACB.pdf

North Bay Village
ADVISORY BOARD APPLICATION FORM

Residents of North Bay Village are welcome to apply at any time, however applications are only considered when there is a vacancy on a board. Please be advised that all submitted board and committee applications are a public record and therefore subject to the disclosure of chapter 119 of the Florida statues.

Please note that a resume and/or cover letter must be submitted with your application.

Please return signed and completed application from to:

North Bay Village
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | Attn: Village Clerk's Office
Email: Villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 5/21/24 NAME Indira Shakti

MAILING ADDRESS 1555 N Treasure Dr. #515 ZIP 33141

EMAIL indirashakti22@gmail.com PHONE 305-970-6880

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER Resident

ARE YOU ARE A VILLAGE RESIDENT: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 6

VERIFICATION OF RESIDENCY:
(The following are required with application)

Driver's License *(Required)*: ☒ Voter's Registration Card *(Required)*: ☒

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☑ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ☑ NO ☐

ARE YOU A BUSINESS OWNER: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 6

NAME OF BUSINESS: Mindfully Virtual, LLC d/b/a Elite Strategic Growth

ADDRESS OF BUSINESS: 1555 N Treasure Dr. #515 NBV, FL 33141

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ☑ NO ☐

IF SO, WHICH BOARD: Resident Services (2018-2022) Animal Advisory (2023-Present)

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL CONTROL ADVISORY BOARD	☐	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	☐
RESIDENT SERVICES ADVISORY BOARD	☐	**PLANNING AND ZONING BOARD**	☑
FINANCIAL ADVISORY BOARD	☐	**SUSTAINABILITY & RESILIENCE TASK FORCE**	☐
CHARTER REVIEW ADVISORY BOARD	☐		

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest and all other Boards Members complete "Source of Income Statement".

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE & HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

With over two decades of experience as a Director of Operations, I have honed my skills in efficiency process optimization, and strategic decision-making. I hold an MBA and have extensive experience in commercial real estate and multifamily projects providing me with a comprehensive understanding of the industry. Since moving to North Bay Village in 2018, I have actively served on an advisory board demonstrating my commitment to civic service. My background equips me with the expertise necessary to contribute effectively to the Planning and Zoning Advisry Board, offering valuable insights and recommendations to ensure streamlined and effective planning and zoning processes.

APPLICANT'S SIGNATURE: [signature] **DATE:** May 21, 2024

SUBMIT

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board

Recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment, the purpose of the Community Enhancement Board is to consider and advance improvements, programs, and services meant to enhance the aesthetic appeal of the Village.

Resident Services Advisory Board

The purpose of the Resident Services Board is to assist in the Village Mayor and Commission in developing programs, projects, and policies that improve the quality of life of the Village's residents, including, but not limited to, the youth of the community.

Financial Advisory Board

The purpose of the Financial Advisory Board is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in establishment of priorities in the Village's yearly budget and to maintain supervision of the any bond dollars with the exception of items which could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes and bid protests in which will be excluded.

Animal Control Advisory Board

The purpose of the Animal Control Advisory Board is to consider matters relating to animal control within the Village limits in order to improve the Village's ability to handle animal issues effectively.

Sustainability and Resiliency Task Force

The purpose of the Sustainability and Resiliency Task Force is to provide technical assistance and advice to the North Bay Village Commission as mitigation and adaption measures to respond to global warming climate change.

Planning and Zoning Advisory Board

The purpose of the Planning and Zoning Board is to recommend to the Village Commission on all matters within the general purview of planning, zoning, and development.

Charter Review Advisory Board

The purpose of the Charter Review Board is to evaluate and make recommendations on amendments to the Village Charter that are then presented to the Village Commission for further review. Upon approval, a referendum is held where an amendment is presented to the electorate for final adoption.

North Bay Village
ADVISORY BOARD APPLICATION FORM

Residents of North Bay Village are welcome to apply at any time, however applications are only considered when there is a vacancy on a board. Please be advised that all submitted board and committee applications are a public record and therefore subject to the disclosure of chapter 119 of the Florida statues.

Please note that a resume and/or cover letter must be submitted with your application.

Please return signed and completed application from to:

North Bay Village
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | Attn: Village Clerk's Office
Email: Villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 11/26/23 NAME Sole Amadi

MAILING ADDRESS 7536 Carlos Ave ZIP 33141

EMAIL Soleamadi@gmail.com PHONE 954 952 7641

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER Board Member

ARE YOU ARE A VILLAGE RESIDENT: YES ☒ NO ☐ IF YES, HOW MANY YEARS? Five

VERIFICATION OF RESIDENCY:
(The following are required with application)

Driver's License *(Required)*: ☒ Voter's Registration Card *(Required)*: ☒

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☒ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ☒ NO ☐

ARE YOU A BUSINESS OWNER: YES ☐ NO ☒ IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ☐ NO ☒

IF SO, WHICH BOARD: _____

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL CONTROL ADVISORY BOARD	☒	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	☐
RESIDENT SERVICES ADVISORY BOARD	☐	**PLANNING AND ZONING BOARD**	☐
FINANCIAL ADVISORY BOARD	☐	**SUSTAINABILITY & RESILIENCE TASK FORCE**	☐
CHARTER REVIEW ADVISORY BOARD	☐		

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest and all other Boards Members complete "Source of Income Statement".

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE & HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

Through the years I have had the opportunity to work and participate in many community projects and environmental jobs. Within the community some of the projects that I have been involved with has been building shelters for rehabilitated animals, assisted in Youth Environmental Alliance program of Sailing with Success for youths with disabilities, and being apart of North Bay Village's Cat Feeder program. These are some of the community volunteering that has enabled me to promote a quality of life that I would like to share with future board members. As a full time university student, my work history includes working for the city of Sunrise as a camp counselor for the Science program and assist in special events for community engagements. I have also worked with the Broward County Parks and Recreation and Nova Southeastern University, Marine Environmental Education Center (MEEC) where I would educate the public on marine life, turtle care, enrichments and collected samples for research. Our main focus was on providing the public what it means to protect our marine life. My background will enable me to be a essential person on the board because I have dedicated my life to learning how to take care of our environment and marine species. My experiences will allow me to bring new ideas that can benifit the animal control advisory board.

APPLICANT'S SIGNATURE: _____ **DATE:** 11/26/23

SUBMIT

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board

Recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment, the purpose of the Community Enhancement Board is to consider and advance improvements, programs, and services meant to enhance the aesthetic appeal of the Village.

Resident Services Advisory Board

The purpose of the Resident Services Board is to assist in the Village Mayor and Commission in developing programs, projects, and policies that improve the quality of life of the Village's residents, including, but not limited to, the youth of the community.

Financial Advisory Board

The purpose of the Financial Advisory Board is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in establishment of priorities in the Village's yearly budget and to maintain supervision of the any bond dollars with the exception of items which could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes and bid protests in which will be excluded.

Animal Control Advisory Board

The purpose of the Animal Control Advisory Board is to consider matters relating to animal control within the Village limits in order to improve the Village's ability to handle animal issues effectively.

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Planning and Zoning Advisory Board

The purpose of the Planning and Zoning Board is to recommend to the Village Commission on all matters within the general purview of planning, zoning, and development.

Charter Review Advisory Board

The purpose of the Charter Review Board is to evaluate and make recommendations on amendments to the Village Charter that are then presented to the Village Commission for further review. Upon approval, a referendum is held where an amendment is presented to the electorate for final adoption.

Sole Amadi

● (954) 952 7641 ● samad030@fiu.edu

A marine science major trying to get a degree in saving our oceans. I'm passionate about conserving our environment. I'm able to work with a team or independently. I have experience with sea turtles. I'm always finding new ways to improve my experience.

EDUCATION

Miami Dade College, Downtown Miami, Florida
Associate in Arts in Biology May 2021

EXPERIENCE

Marine Environmental Education Center, Hollywood, Florida May to August 2022
Sea Turtle Rehab and Research Intern

- I was selected for the National Save the Sea Turtle Foundation award to participate in sea turtle rehabilitation and assist in research projects in the field and lab.
- The daily tasks included doing weekly water changing of the freshwater and saltwater tanks and prepping the meals for the two resident green sea turtles.
- I educated the community on conservation awareness. When a school group or summer camp came, I educated them about endangered sea turtles, how invasive lionfish are and the importance of respecting our environment.

Guy Harvey Research Institute, Hollywood, Florida May 2022 to Present Day
Shark Tagging Crew Member

- I helped with shark tagging. This meant educating the public on how to use the supplies properly. I ensured everyone's safety.
- Collected samples of sharks for a professor at Nova Southeastern University.

Florida International University, North Miami, Florida September 2022
Drone Assessment

- For two weeks, I looked through drone footage, assessing if there was a large population of sea turtles.

VOLUNTEER EXPERIENCE

- Girl Scout of Southeast Florida for ten years
- In the Youth Environmental Alliance, I volunteered for the Sailing for Success Program in June 2014
- A member of the National Society of Leadership and Success 2021-Present
- A member of the Society for Women in Marine Science @FIU 2022-Present
- President of the Society for Women in Marine Science @FIU 2023-2024
- City of North Bay Village Cat Committee 2021-Present
- A volunteer of the Marine Environmental Education Center 2022-Present
- A volunteer for the Guy Harvey Research Institute in Shark Tagging 2022- Present

AWARDS

Girl Scouts of Southeast Florida Silver Award June 2014
National Save the Sea Turtle Foundation Internship Award May 2022

SKILLS

Computer: Microsoft Word, Microsoft PowerPoint, Canva, and R Studio
Language: English (fluent), Spanish (fluent), Italian (fluent), French (some)

ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

DATE: June 11, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Discussion of Options for Legislative and Procedural Improvements to Construction Sites - Village Attorney Haydee Sera, Esq./Village Manager Ralph Rosado, PhD, AICP

RECOMMENDATION

BACKGROUND AND ANALYSIS

Please see the accompanying memorandum regarding options for policy and practice changes for construction sites within the Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

TBD

ATTACHMENTS

Memo - Construction Site Options.pdf

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MEMORANDUM

To: Honorable Mayor and Commissioners of North Bay Village;

Dr. Ralph Rosado, Village Manager

From: Tony Recio and Haydee Sera, Village Attorneys

Date: June 11, 2024

RE: Options for Legislative and Procedural Improvements to Construction Sites

This memorandum is respectfully submitted for your guidance.

Executive Summary

On Sunday, February 4, 2024, "severe weather with extremely high winds carried heavy, bolted down construction pieces that weighed more than 10,000 pounds, off the top of 7918 West Drive, North Bay Village, FL, with some of it landing in Vogel Park – bringing down nearby power lines."[1] Construction at the site halted in December 2023, although building permits remain active. The general contractor, Thornton Residential, LLC, has placed a lien for nearly $12 million in allegedly unpaid work, among 28 other subcontractor liens and notices of lawsuits known as *lis pendens* recorded on behalf of the contractor and subcontractors from December 15, 2023 to March 29, 2024.[2] North Bay Village staff met with representatives from Pacific & Orient Properties, the development team behind 7918 West Drive, as well Thornton, and officials from CAP Government to ensure the site is safe and secure.

The Village is rightfully concerned about whether and when the developer's public realm commitments will be executed, including the restoration and improvement of the abutting right-of-way. In addition, the Village is seeking solutions to avoid future situations where developers who are building new construction projects are unable to complete a project leave the construction project unsecured or leave right-of-way work incomplete. The following memorandum lays out the legislative framework currently in place and provides options to address potential future situations.

[1] "Update on 7918 West Drive Construction Site" https://northbayvillage-fl.gov/29764-2/ (Feb. 7, 2024)
[2] "Construction halted at Malaysian developer's North Bay Village condo tower" https://therealdeal.com/miami/2024/02/01/construction-stalled-at-pacific-orients-condo-tower/ (Feb. 1, 2024)

The February 4th events fall outside of the circumstances contemplated in the current Village Code. For example, while §104.01(A) of the Code[3] states that loose debris and materials shall be cleared from construction sites or "shall otherwise be secured no later than 24 hours before the commencement of a severe weather event[,]" the events transpired due to unusually high winds impacting the Village with little to no notice or emergency warning. Additionally, though §104.01(E) states that the premises shall remain free of hazards which include "[l]oose and overhanging objects which, by reason of location above ground level, constitute a danger of falling on persons in the vicinity thereof[,]" the owner and general contractor have represented that the table forms that landed on Vogel Park were not loose, but rather bolted down according to a Village statement dated February 7, 2024.[4]

Improvements can be made to the Code and permit process to address construction site daily clean-up, significant recess in construction activity, and/or abandonment. These include enhancing daily requirements to require the better securing or removal of equipment from upper floors and storing same at ground level at the close of work each day, and requiring site shutdown procedures that mirror hurricane season precautions in the event the project is shut down for two weeks or more. The extended shutdown precautions would be supported by a guaranty, deposit, or bond.

The Village Code requires a bond that is intended to address damage to private and public property due to construction and ensure funds are available to remedy it if the owner, developer, or contractor fails to do so. Specifically, §151.12 states,

> [b]efore any permit authorized herein shall be issued, the owner of the affected property or his contractor shall deposit with the Village that amount which in the opinion of the Village Manager shall be adequate to reimburse the Village, or any neighboring property owner, for damage which may result to … municipal or private property, or improvement from the work and the equipment and materials used in connection therewith, and for the removal of debris or excess material upon the completion of the work.

(emphasis added). In other words, the Village Code limits the issuance of ***any*** permit until the developer deposits this bond to cover any damage done to the Village or ***any*** neighboring property (municipal or private) to the construction site. While the bond has not been implemented to include potential damage from a force majeure event, the text of the current provision would support such an interpretation. To the extent that the Village is not including potential damage from a force majeure event in setting the bond amount to satisfy the bond requirement prior to issuing any permit, the Code is expansive enough

[3] All citations in this memorandum are from the Village Code unless otherwise stated.
[4] "Update on 7918 West Drive Construction Site" https://northbayvillage-fl.gov/29764-2/ (Feb. 7, 2024)

for such interpretation. It should be noted however that any bond requirement will impose additional costs on the permittee that could impact overall project feasibility.

In addition to enforcing the damage repair bonds provision (§151.12), this memorandum provides the following options, some of which may be more feasible and realistic than others, for the Village to consider as potential Code or permit process amendments:[5]

(1) require that table forms, other forming equipment, and any materials used on upper levels be brought down and secured on the ground level at the end of each work day;
(2) require Contractor to adopt industry best practices in construction safety;
(3) expand the criteria for construction hours extension (§96.04);
(4) enforce strict construction site shut down requirements when construction halts for more than two weeks;
(5) improve and expand on current bond, or require second bond for site clean-up and project shutdown obligations, together with minor or temporary repairs to public property necessary to bring public property to basic functionality as determined by the Village Manager (amend Sec. 151.12); and
(6) condition the issuance of any certificate of occupancy (temporary or permanent) on the restoration of damaged or incomplete public rights of way, as confirmed by Public Works inspection (amend Sec. 5.15 of the Village's Uniform Land Development Code).

The Florida Building Code

Effective March 1, 2002, Section 553.73, Florida Statutes, adopted the Florida Building Code and provided that all local government and state agencies would be responsible for enforcing it. Miami-Dade County adopted the Florida Building Code under Sec. 8-1 of its Code and reserved jurisdiction over local technical amendments, meaning municipalities in the County are not allowed to enact local technical amendments.[6] As a result, the Village must defer to the Florida Building Code on matters relating to the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities, and to the County on any local technical amendment. Any legislation adopted by the Village must avoid these two preempted areas of jurisdiction.

The North Bay Village Code

The Village Code provides the following relevant requirements:

[5] It should be noted that we are not aware of any municipality that imposes options 1-2 and 5, but we were tasked with evaluating potential enhancements to mitigate the possibility of a similar situation as what occurred at the 7918 West Drive construction project. It appears that based on the rarity of unexpected, emergency weather event such as what occurred, and the impacts on project feasibility that mitigating them can have, municipalities have so far not adopted these types of requirements.

[6] Miami-Dade County Code of Ordinances, Sec. 8-1: "The Florida Building Code as defined by Florida Statute 553, Part IV, as complemented and supplemented by the Administration (Article I) and Enforcement (Article II) provisions of this Chapter, as amended through local technical and administrative amendments (Article III), if any, together with the product approval sections (Article IV of this Chapter) as amended from time to time, is the building code for both the incorporated and unincorporated areas of the County and is hereby adopted as a uniform building code for Miami-Dade County."

- § 104.01 - Standards for maintenance and appearance of construction sites
  - A. " … Construction sites shall be cleared of loose debris and materials and shall otherwise be secured no later than 24 hours before the commencement of a severe weather event …"
  - E. "The premises shall remain free of hazards which include … [l]oose and overhanging objects which, by reason of location above ground level, constitute a danger of falling on persons in the vicinity thereof …"

- § 104.02 – Maintenance of roadway and public rights-of-way
  - C. "The public rights-of-way in front of a construction site shall be kept clean from dirt, sediment, gravel, mud, soil, dust, and all similar construction-related debris.
  - D. Any swale, sidewalk, or street damaged during the course of construction, shall be repaired by the responsible party and/or property owner where the construction is being performed."

- § 151.12 – Bond
  - "Before any permit authorized herein shall be issued, the owner of the affected property or his contractor shall deposit with the Village that amount which in the opinion of the Village Manager shall be adequate to reimburse the Village, or any neighboring property owner, for damage which may result to sidewalks, parkways, parkway trees and shrubs, street pavement or other municipal or private property, or improvement from the work and the equipment and materials used in connection therewith, and for the removal of debris or excess material upon the completion of the work."

<u>Other Jurisdictions</u>

Unfinished construction projects, as well as vacant, and/or abandoned structures lower property values, lead to deteriorating conditions, undermine the quality of life, affect the public health, safety, and general welfare, potentially result in human injury, and potentially invites criminal activities. To prevent, reduce, eliminate such structures, jurisdictions like the City of Miami include a specific provision in its code addressing vacant and abandoned buildings, which requires owners of such structures to register the properties with the city, pay annual fees, and secure the structures.[7] The Village may adopt similar registration obligations, fees, and requirements for securing sites for construction sites halted beyond two weeks.

Additionally, the Town of Surfside Code might be instructive in further clarifying the current Village bond provision. Similar to the Village, Sec. 14-30 of the Surfside Code requires a cash or surety bond to repair any damaged town property prior to the issuance of any permit; however, it also states that "if application for refund of a cash bond is not made within six months of the date of the final building inspection, the bond will be

[7] See Sec. 10-65 of the City of Miami Code.

forfeited to the town." The Village may include this language in its code to build a reservoir of funds to repair damaged Village property arising from forfeited bonds.

Potential Changes to Village Code and Processes

Upon our review of the existing Village code provisions as well as those of other jurisdictions, the Village Commission could consider the following legislative and procedural modifications. The Village's professional staff has expressed concerns about the feasibility and practical effects of implementing options 1 and 3 as requirements. However, the options are presented for the Commission's consideration and feasibility should be a component of the Commission's evaluation of options.

(1) Require table forms, other forming equipment, and any materials used on upper levels be brought down and secured on the ground level at the end of each work day.

§104.01, which provides standards for maintenance and appearance of construction sites, could be enhanced to include a safety element, with requirements for end-of-day clean up that would include bringing down materials at the end of each workday. This would certainly impact feasibility, however, entailing more work and impacting project timing and cost since the equipment used for building floors or a building is usually set in place to accommodate early morning concrete pours. Prohibiting their placement until the morning of each pour will likely delay construction. This type of directive also impacts ground level storage needs, since these are large objects that would have to be located at some location overnight, if not on site. The Village would want to avoid having to close more of the right-of-way to accommodate it.

(2) Require contractors to adopt industry best practices in construction safety.

It is not uncommon for a contract with an architect, contractor, or construction manager to provide that any of those parties will: "provide, implement, and administer a site safety program consisting of, but not necessarily limited to, the following elements:

A. Develop a project safety manual that will establish contractor safety guidelines and requirements;

B. Review project contractors' and subcontractors' safety programs for compliance with the project safety manual;

C. Provide daily surveillance of contractor work areas for compliance with safety program;

D. Develop and invoke procedures for advising contractors and subcontractors of safety violations and deficiencies;

E. Develop and invoke procedures for initiating corrective action and back charge of any contractor or subcontractor, if the contractor or subcontractor does not comply with safety violations directives.

Requiring this as a condition of permit or stopping in-progress construction based on noncompliance may be inconsistent with the requirements for a permit set forth in the Florida Building Code, and onerous for smaller projects for projects. However, voluntary stipulations to these provisions are appropriate in a Development Agreement and could include agreement that construction can be stopped for non-compliance and, additionally, for bond defects, owing money on off-duty police officers or parking, or failure to adhere to conditions of extended construction hours.

(3) Expand criteria for construction hours extension.

§ 96.04 provides that "[t]the Village Manager is authorized to permit extended construction activity at times other than allowed above upon written request and payment of extended construction hour fees." It is silent as to the extent of this authority, or under what criteria the Manager may approve such a request, other than a specific reference to emergencies. Absent an extension, construction activity is limited to Monday through Friday 8am to 5pm in order to meet the emergency. There are advantages to the Village in extending construction hours; presumably it speeds construction and consequently reduces the time the area and neighbors are impacted. However, it can also have negative impacts to neighboring residents impacted by noise, dust, and other construction issues. To mitigate that, guardrails on the Manager's authority may be advisable, including limiting its use to situations where it is necessary, such as for continuous concrete pours, or to situations that have limited impact, such as allowing interior work on a building once the building has been sealed with roof and windows.

(4) Enforce strict construction site shut down requirements when construction halts for more than two weeks.

The Village already requires certain precautions in the event of a hurricane warning or watch. To avoid damage from a freak weather event similar to what occurred on February 4, 2024, the policy requiring the additional hurricane-based precautions could be expanded to include instances where a contractor leaves the job for two weeks or more, including holidays.

(5) Improve and expand on current bond or require second bond for site clean-up and project shutdown obligations.

Should the Village wish to enact option nos. 1 and 2 above, they may want to consider securing the obligation with bond or cash deposit, so the Village has funds

available to take action in the event the owner, developer, or contractor does not do so.

(6) Condition the issuance of a certificate of occupancy on the restoration of damaged or incomplete public rights of way.

The Village's policies and Code should be clarified to provide that no Certificate of Occupancy, whether temporary, partial, or final, will be issued until adjacent right-of-way and public realm is restored and improved. This appears to be the Village's practice, but is not codified. If an element is missed, it is left to code enforcement to cite the property owner. This may occur long after the contractor, who has the most immediate opportunity to remedy it, has left the job site. Codifying the requirement, and requiring certification from a Public Works inspector, is an added protection for ensuring the work is completed at the end of a construction project. It should be noted that this would be of limited value and effect during construction.

We acknowledge that the additional site requirements (e.g. daily requirements and obligations for prolonged inactivity) may affect feasibility of projects and suppress demand from developers seeking to initiate construction in the Village. In evaluating potential amendments, these factors should be considered in order to strike a balance between enacting reasonable protections for the Village's health, life, and safety concerns, and fostering an environment that continues to attract quality development and enables construction to proceed as quickly as reasonably possible to minimize its impact on Village residents and functions.