NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

North Bay Village Commission will hold a public meeting on:

Thursday, November 9, 2023 at 6:00 PM

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

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

The meeting agenda is available online at:

https://northbayvillage-fl.gov/agendas-minutes

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 896 8200 0045 Passcode: 114631
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

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

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

VIA E-MAIL TO: publiccomment@nbvillage.com

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

PUBLIC RECORDS

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

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

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LOBBYING ACTIVITIES

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

Have questions or need additional information? E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141 (In-person and virtual via Zoom. See below for details) Meeting ID: 896 8200 0045 Passcode: 114631
Thursday, November 9, 2023
6:00 PM

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

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ADDENDUM NO. 1 - Released November 6, 2023
(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. Open Forum

4. Approval of Commission Minutes

4.A. Approval of the Following Meeting Minutes, Village Clerk Alba L. Chang, CMC

*** September 28, 2023 - Final Budget Hearing**
*** October 23, 2023 - Closed Session**
*** October 23, 2023 - Closed Session**

09.28.2023 - Final Budget Hearing docx
10.23.2023 - Executive Session 1.docx
10.23.2023 - Executive Session 2.docx

5. Advisory Board Minutes/Written Reports.

5.A. Animal Control Board Report - Chair Maria De La Cruz Marquez

6. Village Commission's Report

7. Village Attorney's Report

8. Village Manager's Report

8.A. Communications & Special Events Report (October 2023)

OctoberCommsReport.png

8.B. Police Accreditation Report (October 2023)

CFA Accreditation Progress Matrix for Oct 2023.pdf

8.C. Traffic Enforcement Report (October 2023)

Monthly Traffic Report (October 2023).pdf

8.D. Stormwater Projects Report (October 2023)

8.E. Community Rating System Report (Q1 - October 2023)

This initial, verbal report will serve as an introduction to Mr. Gambino and his services.

8.F. Code Enforcement Report (October 2023)

202300060655 report 1.docx
202300060655 report 2.docx
202300060655 report.docx
202300060655 report.pdf
202300055578 report.pdf

Code Monthly Report October-2023.pdf

8.G. Capital Improvement Project Report (October 2023)

Key Capital Improvement Projects Construction Summary.pdf

8.H. Discussion of the Preliminary Designs of the North Bay Village & Asociacion De Futbol Argentino (AFA) Community Center and Treasure Island Elementary School (TIES) Park

Discuss proposed site plans and elevations for the Village's Community Center and TIES Park.
AFA Renderings 11.2023.pdf
Galleon-TIES_Approval_Schedule.pdf

9. Village Clerk's Report

9.A. Village Clerk's Monthly Report for November of 2023

PRR Log October 2023.pdf

10. Consent Agenda

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

10.A. A Resolution Amending the Final Budget for Fiscal Year 2022- 23 in the amount of $1,255,355.17- Village Manager Dr. Ralph Rosado (Chief Financial Officer Angela Atkinson)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-23 BY MAKING END OF THE YEAR ADJUSTMENTS RESULTING IN A FINAL BUDGET AMENDMENT IN THE AMOUNT OF $1,255,355.17; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the resolution by making end-of -the-year adjustments resulting in a final budget amendment for the 2022-23 Fiscal Year.

Resolution - EOY Final Budget Amendment.docx
Exhibit A - Budget Amend. EOY Budget Adjustment.pdf

10.B. A Resolution Urging the Florida Legislature to Increase and Dedicate Funding for the Biscayne Bay Water Quality Improvement Grant Program - Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioners Goran Cuk, Andrew Daro, and Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY

VILLAGE, FLORIDA, URGING THE FLORIDA LEGISLATURE TO INCREASE AND DEDICATE FUNDING FOR THE BISCAYNE BAY WATER QUALITY IMPROVEMENT GRANT PROGRAM; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution- Biscayne Bay Improv. Grant .DOCX

10.C. A Resolution Approving a Budget Amendment of $31,200 for the Allocation and Transfer of Non-Budgeted Appropriations from State Forfeiture Funds - Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO ALLOCATE STATE FORFEITURE FUNDS FOR TRAVEL TO THE 2023 INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) CONFERENCES AND MEETINGS AND IACP COMMAND SCHOOL EDUCATION AND TRAINING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation: Approve the resolution to amend the 2023-2024 Fiscal Year Budget to appropriate the funds as detailed in Exhibit "A"

Resolution -Budget Amendment -PD Training.DOCX
Exhibit A - Budget Amendment.pdf

10.D. A Resolution Approving FIBRS Implementation Assistance Program Grant No. 2021-FBSFA-F2-044 with FDLE, Accepting Supplemental Grant Award in the Amount of $7,706.60 and Amending the Fiscal Year 2023-24 Budget Related to Grant Adjustments - Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING FIBRS IMPLEMENTATION ASSISTANCE PROGRAM GRANT NO. 2021-FBSFA-F2-044 WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) AND RELATED GRANT ADJUSTMENTS; ACCEPTING A SUPPLEMENTAL GRANT AWARD RELATING TO THE SAME; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the resolution accepting the supplemental grant award and allow the allocation of the item as Revenue into the appropriate GL account line item in correspondence with the budget amendment.

Resolution - FDLE Grant and Supplem. -Budget Amendment.DOCX
Exhibit A - Grant Agreement.pdf
Exhibit B - Budget Amendment -FIBRS Grant .pdf
North Bay Village FIBRS Supplemental Award Letter.pdf
Grant Award Letter.pdf
Grant Extension Letter - Adjustment No. 2.pdf
North Bay Village PD SFA21 GAN 1.pdf
North Bay Village PD SFA21 GAN 3 - signed.pdf
North_Bay_Village_PD_SFA21_-signed-re.pdf

10.E. A Resolution Authorizing Work Order No. 017 with EAC Consulting, Inc. in the Amount of $150,471.00 to Provide Design Services for the Village-Wide ADA Sidewalk Improvements Project, Phase III - Village Manager Ralph Rosado, Ph.D, AICP (CIP Manager Delroy Peters)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EAC CONSULTING, INC. TO PROVIDE DESIGN SERVICES FOR PHASE III OF THE VILLAGE-WIDE ADA SIDEWALK IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $150,471; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a work order to EAC Consulting, Inc. for Phase III of the Village-wide ADA Sidewalk Improvement Project.

Resolution -EAC for Design Srvs. - ADA Sidewalk Imp
Project.DOCX Exhibit A - NBV Work Order 017

10.F. A Resolution Selecting Painted Incorporated for the Island Walk South Plaza Mural Project in an Amount Not to Exceed $30,000 - Sponsored by Commissioner Andy Daro

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING PAINTED, INCORPORATED FOR THE ISLAND WALK SOUTH PLAZA MURAL PROJECT; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a resolution selecting Painted Incorporated for the Island Walk South Plaza Mural Project.

Resolution Selecting Artist for I.W. S. Plaza Mural
Exhibit A - Artist Agreement - Painted Incorporated - I.W. S. Plaza
Exhibit B Budget Amendment -IW S. Plaza Public Art.pdf

10.G. A Resolution Approving a Budget Amendment for the Reclassification of Public Works Superintendent to the Public Works Utilities & Facilities Division Director - Village Manager Ralph Rosado (Human Resources Director Carla Maglio and 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 ALLOCATE FUNDS FOR THE RECLASSIFICATION OF THE PUBLIC WORKS SUPERINTENDENT TO THE PUBLIC WORKS UTILITIES & FACILITIES DIVISION DIRECTOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the reclassification of the Public Works Superintendent position to Utilities & Facilities Division Director.

Resolution Approving Budget_Amendment - PW Reclassification.docx
Exhibit A Budget Amendment PW Revision.pdf 2023-11-01
Superintendent Salary Analysis Memorandum.pdf

10.H. A Resolution Approving an Agreement with Creece Coaching and Consulting, LLC for Recreation Management Services - Village Manager Ralph Rosado, Ph.D., AICP

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

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

Resolution - Creece Consulting - Recreation Mngt.
Srvs.DOCX Exhibit A - PSA - Creece Coaching -PDF

11. First Reading of Ordinances

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

12. 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.

12.A. An Ordinance Amending Section 15.3 of the Form-Based Code to Expand the Locations Where Temporary Structures are Allowed in the T6 Transect Zone - Village Manager Ralph Rosado, PhD, AICP (Village Planner Silvia E. Vargas, FAICP)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 OF CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO ALLOW TEMPORARY STRUCTURES WITHIN THE T6-30 ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation: At their September 14, 2023 meeting, the Planning and Zoning Board members voted 4-0 to forward to the Commission a recommendation to approve a modified version of the Staff-proposed ordinance (included as Attachment 4).

Staff Report Temporary Structures Text Amendment (VC_110923).pdf
Attachment 1_ Temp Structures_Text Amendment Appl.pdf
Attachment 2_Proposed Ordinance- 2nd Reading.docx Notice of Meeting- DBR 10.30.23

12.B. An Ordinance Amending the Zoning of Certain Parcels to "South Kennedy Special Area Plan" and Amending the ULDC to Create "Appendix B, South Kennedy Special Area Plan" - Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP, LEED AP)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE

APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: At their July 27, 2023 meeting, the Planning and Zoning Board unanimously voted to recommend approval of the proposed code amendment and related rezoning to the Village Commission.

Staff Report_South Kennedy Special Area Plan_Shoma (VC_092823).pdf Attachment 1_SHOMA_Survey.pdf
Attachment 2_South Kennedy Special Area Plan Application.pdf
Attachment 3_Appendix B to Chapter 15, South Kennedy SAP (UPDATED VC).pdf Attachment 4_Proposed Site Plan and Arch Set.pdf Attachment 5_SHOMA BAY - SUN STUDY.pdf
Attachment 6_Amended North Bay Village Zoning Map.pdf
Attachment 7_Ord Rezoning to South Kennedy SAP and Amending_ULDC (VC).docx
Attachment 8_Proposed Cpt. 15 Text Amdts. (Appendix B_UPDATED PZB).docx
DBR 07.06.23 Publication.pdf
DBR_ Notice of Meeting 10.30.23

12.C. A Resolution To Consider a Site Plan Review Application for Mixed-Use Project at 1872 79th Street Causeway Submitted by Shoma North Bay Village - Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP, LEED AP)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL)
MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: Approve with conditions as recommended by Planning and Zoning Board and Staff.

Staff Report_Shoma Site Plan Approval_VC_092823.pdf Attachment 1_Shoma NBV_Boundary and Topo Survey.pdf Attachment 2_Shoma NBV Reso No. 2021-046 (original approval).pdf Attachment 3a_Shoma NBV Site Plan Application_PZB_071323.pdf Attachment 3b_Shoma NBV Site Plan and Arch Plans.pdf Attachmnt 3c_Shoma NBV Engineering Plans.pdf Attachment 3d_Shoma NBV Landscape Plans.pdf
Attachment 3e_Shoma NBV__Green Building Program Compliance.pdf
Attachment_3f_Shoma_NBV_Traffic_Study_June_2023pdf Attachment 3g_Shoma NBV-Gravity Sewer Capacity Analysis-Final.pdf Attachment 4_Shoma NBV Site Plan_Comments and Responses_070323.pdf
Attachment 5 Resolution Shoma Site Plan 1872 79th St.DOCX DBR Meeting Notice 09.28.23.pdf
DBR Meeting Notice 10.30.23.pdf

13. Discussion/Action Items

A. Unfinished Business
B. New Business

13.A. A Resolution Approving a Development Agreement with Shoma North Bay Village, LLC Relating to the Proposed Mixed-Use Development Project for the Property Located at 1872 79th Street Causeway - Village Manager Ralph Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission consider and approve the proposed Development Agreement with Shoma North Bay Village, LLC.

Resolution - DA w. Shoma 1872 79th St.DOCX
Shoma Development Agreement 20231102.docx
Impact Fees Calculation - Shoma 2023 Update.pdf
DBR Meeting Notice 10.30.23

13.B. A Resolution Establishing and Appointing the 2024 Charter Review Board - Village Attorney Haydee Sera

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING AND APPOINTING MEMBERS TO THE 2024 ADVISORY CHARTER REVIEW BOARD; PROVIDING FOR DISSOLUTION OF THE CHARTER REVIEW BOARD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Establishing and Appointing Charter Review Board.DOCX
VA.Memo - 2024 Charter Review Board Appointment Process
Gabriele Musumeci Resume .pdf
G. Musumeci App- Charter Review Board.pdf
G. Musumeci- Cover Letter .pdf

13.C. Discussion Regarding the Udonis Haslem Foundation Family Fun Day Event - Sponsored by Commissioner Rachel Streitfeld

Discuss the logistics and financial aspects of a Village event benefiting the Udonis Haslem Foundation.

Udonis Event Items.docx (1).pdf

13.D. Discussion Regarding Objective Measures for Accountability of Charter Officers, and Ensuing Discussion of the Implications and Implied Roles and Responsibilities of the Mayor and Commissioners and the Timing of Implementation - Sponsored by Mayor Brent Latham

14. Adjournment

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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. 4.A

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

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

RECOMMENDATION

*** September 28, 2023 - Final Budget Hearing**
*** October 23, 2023 - Closed Session**
*** October 23, 2023 - Closed Session**

BACKGROUND AND ANALYSIS

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

* September 28, 2023 - Final Budget Hearing
* October 23, 2023 - Closed Session
* October 23, 2023 - Closed Session

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

09.28.2023 - Final Budget Hearing docx
10.23.2023 - Executive Session 1.docx
10.23.2023 - Executive Session 2.docx

NORTH BAY VILLAGE
SECOND PUBLIC BUDGET HEARING MEETING MINUTES
SEPTEMBER 28, 2023, 6:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 886 6357 5371 PASSCODE: 372503

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1. OPENING ITEMS

Call to Order

Mayor Latham called the meeting to order at 6:15 p.m.

Pledge of Allegiance

The pledge of allegiance was recited.

Roll Call

Upon roll call, the following members of the Village Commission responded:
Mayor Brent Latham
Vice Mayor Dr. Richard Chervony
Commissioner Goran Cuk
Commissioner Andy Daro
Commissioner Rachel Streitfeld

2. NEW BUSINESS

Village Attorney Haydee Sera read the resolutions and ordinance title for items 2A, 2B, and 2C into the record.

2.A A Resolution Adopting the Final Millage Rate for Fiscal Year 2023-2024 in the Amount of 5.7128 Mills, which is 12.90% higher than the Roll-Back Rate of 5.0599 Mills - Village Manager, Ralph Rosado, Ph.D., AICP *(Chief Financial Officer, Angela Atkinson)*

A **RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL MILLAGE RATE FOR FISCAL YEAR 2023-2024 IN THE AMOUNT OF 5.7128 MILLS, WHICH IS 12.90% HIGHER THAN THE ROLL-BACK RATE OF 5.0599 MILLS, TO BALANCE THE GENERAL FUND; ESTABLISHING THE DEBT SERVICE MILLAGE RATE IN THE AMOUNT OF 1.2094 MILLS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Village Manager Ralph Rosado introduced the discussion on the proposed final millage rate and budget. He asked for the Village Commission to consider lowering the millage rate by 0.01 percent for a total of $19,000 overall.

Chief Financial Officer Angela Atkinson provided a summary of the proposed amendments to the Final Budget.

- Funding for the design of an electric box will be removed.
- The current changes are due to the cost of insurance cost for employees.
- Significant modifications to the 5-year capital plan.
- Removed all the stormwater fees increase.
- Continue with 20% of the overall budget for reserves.
- Removed $3,500 in travel expenses for each commissioner.
- Floodplain Manager Services fees were transferred to the Building Department resulting in a $8,000 reduction.

Vice Mayor Chervony asked that the budgeted funding relating to the Controller position such as longevity, and car allowance be removed from the budget.

CFO Atkinson requested for the funding to remain as presented to provide funds for auditing services.

Vice Mayor Chervony suggested a compensation study for all non-union employees.

Mayor Latham was in favor of conducting a study of the employees and suggested a retention poll. The Village needs to have flexibility to retain employees and needs funds elsewhere. The employee's pay increase should align with performance.

Commissioner Cuk suggested a 360 survey for all the Village Departments.

Commissioner Streitfeld continued to explore funds for stormwater projects.

Black & Veatch, Carlo Ortega, Program Manager came forward and made a brief presentation on the Village’s infrastructure projects.

Communications Department
Mayor Latham made the following suggestions.

- An overhaul of the Village website to include weekly updates and reports of accomplishments.
- Staff to explore the cost of implementing a new website.
- Add a kiosk to Village Parks for communication Flyers for upcoming events and general Village information.
- Suggestions to increase the merit pay for the Communications Director to $100,000, to be effective October 1, 2023.

There was consensus to include the suggested items to increase the merit pay for the Communication Director to $100,000 and to set her anniversary date of October 1st.

CFO Atkinson recalculated the millage rate for the 2023-2024 Fiscal year to 5.7062 mills which was 12.77 higher than that rolled-back rate. Debt service will be set to 1.2094 mills.

ACTION: Commissioner Streitfeld made a motion to approve the recalculated millage rate of 5.7062 mills and set the debt service at 1.2094 mills. Vice Mayor Chervony seconded the motion.

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

2.B A Resolution Adopting the Final General Fund Budget and the Five-Year Capital Improvement Program for the Fiscal Year Commencing October 1, 2023, and Ending September 30, 2024 - Village Manager Ralph Rosado, Ph.D., AICP ***(Chief Financial Officer Angela Atkinson)***

A **RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING THE FINAL GENERAL FUND BUDGET AND THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING THE EXPENDITURE OF FUNDS APPROPRIATED IN THE BUDGET; ACKNOWLEDGING THE LEVY AND COLLECTION OF TAXES ON REAL AND PERSONAL PROPERTY AND OTHER REVENUES NECESSARY TO MEET THE EXPENDITURES PROVIDED IN THE BUDGET; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

2.C An Ordinance Amending the Schedule of Rates for Stormwater Management – ***Village Manager Ralph Rosado, Ph.D., AICP (Chief Financial Officer Angela Atkinson)***

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 53.09 "STORMWATER MANAGEMENT UTILITY SCHEDULE OF RATES" OF THE VILLAGE'S CODE OF ORDINANCES TO PROVIDE FOR REVISED STORMWATER MANAGEMENT UTILITY RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Commissioner Chervony made a motion to not approve the proposed ordinance that would increase the stormwater rates. Commissioner Streitfeld seconded the motion.

Upon roll call vote, the motion to *not* adopt the proposed ordinance passed 5 - 0 with Vice Mayor Chervony, Commissioner Streitfeld, Commissioner Cuk, Commissioner Rotondaro, and Mayor Latham voting for.

It should be noted that the proposed ordinance to increase the stormwater rates was *not* adopted and/or approved.

Commissioner Cuk made a motion to adjourn the meeting, Vice Mayor Chervony seconded the motion with all the Village Commission voting for.

The meeting was adjourned at 7:43 p.m.

Accepted this 9th day of November 2023.

_____
Brent Latham, Mayor

_____
Alba L. Chang, CMC
Village Clerk

NORTH BAY VILLAGE, FLORIDA
AGENDA ATTORNEY-CLIENT EXECUTIVE SESSION
Monday, October 23, 2023, at 10:00 a.m.
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

A. Call to Order

Mayor Latham called the meeting to order at 10:09 a.m.

B. Roll Call

Village Attorney Haydee Sera called the roll.

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

C. Discussion of (closed session) settlement negotiations or strategy session related to litigation expenditures in the pending litigation styled:

Catherine McKnight; Robert McKnight; Ernesto Gil; Laura Cattabriga; Lidia Steiner; Mary Kramer; and Lourdes Soto

v.

Brent W. Latham; Richard Chervony; Goran Cuk; Andy Daro; Rachel Streitfeld; North Bay Village; and The School Board of Miami-Dade County, Florida

Miami-Dade Case No.: 2023-023662-CA-01

Mayor Latham read a preliminary statement into the record advising the public that the Village Commission was about to have an attorney-client session in accordance with Florida Statute Section 286.011(8) regarding the referenced litigation. The closed session was estimated to last one hour and the following people would be in attendance at the closed meeting: Mayor Brent Latham; Vice Mayor Dr. Richard Chervony; Commissioners Goran Cuk, Andrew Rotondaro, and Rachel Streitfeld; Village Manager, Ralph Rosado; and Village Attorneys Joseph Serota, Haydee Sera, and Chad Friedman of Weiss Serota Helfman Cole & Bierman, P.L.

The Mayor advised that the session would be recorded by a certified court report and at the conclusion of all litigation discussed, the transcript would be made part of the public record. The Mayor then requested that any individuals who were not named should leave the room. Village Attorney Sera confirmed that there were no members of the public present. The Village Commission then met in closed session.

D. Return to Public Session

Mayor Latham reopened the public meeting at 11:04 a.m. Village Attorney Sera confirmed that there were no members of the public present who wished to rejoin the meeting.

E. Adjournment

There being no further business to conduct, the meeting adjourned at 11:04 a.m.

Accepted this 9th day of November of 2023.

_____

Brent Latham, Mayor

_____

Alba L. Chang, CMC
Village Clerk

NORTH BAY VILLAGE, FLORIDA
MINUTES ATTORNEY-CLIENT EXECUTIVE SESSION
Monday, October 23, 2023 at 10:30 a.m.
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

A. Call to Order

Mayor Latham called the meeting to order at 11:10 a.m.

B. Roll Call

Village Attorney Haydee Sera called the roll. Mayor Latham, Vice Mayor Chervony, and Commissioners Cuk, Rotondaro, and Streitfeld were present.

C. Discussion of (closed session) settlement negotiations or strategy session related to litigation expenditures in the pending litigation styled:

World Eleven, Inc.

v.

North Bay Village, Florida; School Board of Miami-Dade County, Florida and Miami-Dade County Public Schools

Miami-Dade Case No.: 2023-021724-CA-01

The Mayor read a preliminary statement into the record advising the public that the Village Commission was about to have an attorney-client session in accordance with Florida Statute Section 286.011(8) regarding the referenced litigation. The closed session was estimated to last one hour and the following people would be in attendance at the closed meeting: Mayor Brent Latham; Vice Mayor Dr. Richard Chervony; Commissioners Goran Cuk, Andrew Rotondaro, and Rachel Streitfeld; Village Manager, Ralph Rosado; and Village Attorneys Joseph Serota, Haydee Sera, and Chad Friedman of Weiss Serota Helfman Cole & Bierman, P.L. The Mayor advised that the session would be recorded by a certified court report and at the conclusion of all litigation discussed, the transcript would be made part of the public record. The Mayor then requested that any individuals who were not named should leave the room. Village Attorney Sera confirmed that there were no members of the public present. The Commission then met in closed session.

D. Return to Public Session

Mayor Latham reopened the public meeting at 11:26 a.m. Village Attorney Sera confirmed that there were no members of the public present who wished to rejoin the meeting.

E. Adjournment

There being no further business to conduct, the meeting adjourned at 11:26 a.m.

Accepted this 9th day of November of 2023.

_____
Brent Latham, Mayor

_____
Alba L. Chang, CMC
Village Clerk

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Animal Control Board Report - Chair Maria De La Cruz Marquez

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RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ITEM NO. 8.A

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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 (October 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events October 2023 report

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
OctoberCommsReport.png

North Bay Village

Communications & Special Events Engagement Report

NORTH BAY VILLAGE
HEART OF THE BAY

OVERVIEW: EVENTS & ATTENDEES

Another successful month in the Village. Our annual Spooktacular received glowing reviews with more than 300 people in attendance. The NBV Chamber of Commerce event drew in representatives from dozens of businesses in and around the Village. We've started releasing short video packages advertising events, programs and initiatives in the Village, and they are very well received. Praise has come in from residents.

NEWSLETTER

During October:

- **7** newsletters were sent to the public with an average open rate of **68%.**
- We've gained **40** new subscribers in the last **30** days.

SOCIAL MEDIA ANALYTICS/VIDEOS

On ***Instagram***, our NBV account has **2,621** followers and an **10.83%** increase in engagement. We've gained **116** followers from last month.
On ***Facebook***, our NBV account has **2,000** followers with **22,000** impressions.
On ***Twitter***, our NBV account has **1,208** followers. Our account has gained **8** followers since last month.
On ***LinkedIn***, our NBV account has **55,000** impressions and a **10%** increase in engagement since last month.

Newly released NBV videos have a combined total views of **92**.

ITEM NO. 8.B

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Police Accreditation Report (October 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

Background

Accreditation is the utilization of police industry best practices to manage a law enforcement agency. The Commission for Florida Law Enforcement Accreditation (CFA) is the governing body for administering the accreditation process in the State of Florida.

The CFA has created and developed a list of accepted police industry best practices which accredited agencies must follow. Currently, those standards encompass thirty-two (32) chapters with approximately two hundred thirty (230) Standards. The CFA meets every four months and reviews the standards, at which time they may add, delete, and/or modify them to keep up with the ever -changing field of law enforcement. The North Bay Village Police Department (NBVPD) is working towards CFA accreditation.

The initial step in the accreditation process requires a law enforcement agency to create and or modify their procedures (policies) to reflect and comply with the CFA standards (note that one policy may encompass multiple standards). Once the compliant policies have been created and developed, the agency must collect twelve (12) months of proofs of compliance with the CFA standards (currently, this process will mandate the collection of approximately three hundred (300) proofs for our agency).

The NBVPD's existing policies were taken from the Ft. Lauderdale Police Department in 2006. The policies (some of which were outdated at the time) were in use for years prior to the NBVPD adopting and implementing them. NBVPD's existing policies are in dire need of updating. The CFA accreditation process will ensure that the NBVPD has and maintains policies that are are consistent with police industry best practices standards. Attaining CFA accreditation ensures that the NBVPD meets and operates within industry best practices.

The LEAC Group was previously contracted to act as a consultant in the creation of policy templates that meet the CFA accreditation standards. The policies provided by LEAC will be modified, when possible, to best suit the actual operations and practices of the NBVPD. NBVPD's operations and practices will be modified and developed to meet the CFA standards.

Benefits of Attaining Accreditation

TO THE COMMUNITY

Accreditation increases the law enforcement agency's ability to prevent and control crime through more effective and efficient delivery of law enforcement services to the community it serves. It enhances community understanding of the law enforcement agency and its role in the community as well as its goals and objectives. Accreditation creates a forum in which police and citizens work together to control and prevent crime. This forum help citizens to understand the challenges that confront law enforcement, and law enforcement, in turn, receives clear direction from the community about its expectations. Through this partnership, a common set of goals and objectives will be arrived at and implemented.

TO THE CHIEF, VILLAGE ADMINISTRATION, AND COMMISSION

Accreditation increases cooperation and coordination with other law enforcement agencies and other branches of the criminal justice system. The accreditation process requires an in-depth review of every aspect of the agency's organization, management, operations, and administration to include:

- establishment of agency goals and objectives with provisions for periodic updating re-evaluation of whether agency resources are being used in accord with agency goals,

objectives, and mission.
- re-evaluation of agency policies and procedures, especially as documented in the agency's written directive system.
- correction of internal deficiencies and inefficiencies before they become public problems.

The accreditation standards provide norms against which agency performance can be measured and monitored over time as well as providing objective measures to justify decisions related to budget requests and personnel policies. Accreditation streamlines operations, providing more consistency and more effective deployment of agency manpower. Accreditation provides a legal defense for civil actions brought against the agency and presents the opportunity to re-organize without the appearance of personal attacks.

TO THE OFFICERS

Accreditation requires that agency policies and procedures are in written form and available to all agency personnel at all times. It assures employees that every aspect of the agency's personnel system is in accord with professional standards and that the system is both fair and equitable. Agency morale is enhanced by increasing the employees' confidence in the effectiveness and efficiency of their own agency. Operations become more streamlined and consistent, and the standards address officer safety issues and provide for adequate training and equipment of the officers. Officers also receive a level of protection when personally named in a civil action.

Major Tasks Towards Achieving Initial Accreditation

There are numerous tasks required in preparation for the initial accreditation process. The below list, though not all inclusive, presents most of the major requirements:

- Review of LEAC policy templates proffered for use as a base for changes needed for existing policies.
- Review and modification of all policies to ensure compliance with the CFA standards.
- Configuration, setup, and training for the PowerDMS policy and accreditation management software.
- Creation of reports for time-sensitive standards including daily, weekly, monthly, semi-annually, and annual reports to track and measure the status of the agency.
- Inspection of all police facilities and functions including (but not limited to) the Communications Center, Property and Evidence storage, Prisoner processing, Training, Certifications, Forms and Reports, the Security of the Physical Plant, the Security of both Hardcopy and Digital Information Storage, Confidentiality of Juvenile Records, Confidentiality of other Exempt Records.
- Training of every member of the agency, both sworn and civilian, in the accreditation process and their role in that process.

- Collection of proofs of compliance with the standards and policies (this process begins following the completion of the creation of the standards-compliant policies).
- Mock on-site assessment to ensure compliance with the CFA standards prior to the actual assessment.
- CFA on-site assessment which includes: a review of every policy (which includes presentation of the Proofs of Compliance to the assessment team), physical inspections of police facilities, review and observation of actual police operations, interviews with police department staff (both sworn and civilian), and public meetings between the community and commission.

Timeline to Completion

The North Bay Village Police Department has initiated the accreditation process and actively continues to work towards achieving accredited status. (**NOTE:** an Accreditation Manager was hired in the second week of August 2019). Unfortunately, issues related to the continuing COVID-19 Pandemic, Civil Unrest, and Major Weather Events have delayed the planned timeline.

- The normal timeframe to achieve the initial accreditation from CFA is twenty-four (24) months. This includes twelve (12) months of policy creation and modification and twelve (12) months of collection of proofs of compliance collection. The NBVPD Accreditation Team had anticipated that by March 2021, NBVPD would be ready for the Mock Assessment; however due to continuing detrimental impacts of the COVID-19 Crisis, the timing for this first evaluation step cannot be determined at this time.
- Following the Mock Assessment, identified issues and any potential deficiencies are corrected and a request is submitted to the CFA for the scheduling of an On-site Assessment.
- The On-site Assessment, which is scheduled at CFA's earliest convenience, generally occurs within one or two quarters after the completion of the Mock Assessment. The timing is dependent on the scheduling and operations of the CFA which have also been impacted by the pandemic (currently an 8- to 10-month time lag exists). **NOTE:** CFA suspended both their conferences and their On-site Assessments effective March of 2020. Currently, they are only doing Virtual On-site Assessments for agencies that are already accredited. There is a waiting list of agencies waiting for the initial on-site.
- Once the CFA On-site Assessment is satisfactorily completed, the Agency is invited to attend the next available CFA Commission meeting (which during normal operations are held every four [4] months) for the awarding of Agency Accreditation.

The completion timeline (originally planned for Q4 ’21) has been delayed as a result of issues related to the COVID-19 Pandemic and the continuing dialogue and dynamic environment surrounding Police Reform. It remains highly variable with multiple unknowns as a result of these disruptions. The NBVPD continues to make progress on the path towards accreditation. Working within the many limiting factors resulting from these events, we continue to push on with the goal of being ready for the Mock Assessment early in 2023.

Evaluation of the Values Depicted in the Attached Progress Matrix

The situation at hand is one where focusing on pure percentages and statistics is misleading. For example, the NBVPD completed the task of training the entire police department at the end of September – the amount of prep work and logistical planning that is involved in accomplishing that task cannot be reflected in the "100%" statistic. Of course, that value becomes fixed and will not change from month to month. In addition, several progress indicators/benchmarks are very slow to advance because they are dependent on CFA, and CFA is near stagnant due to the continuing, international health crisis (as detailed elsewhere in this memo).

The task of writing, reviewing and editing policies is a cumbersome, labor intensive process. CFA encompasses 32 chapters and 230 standards upon which the policies (some of which are 30 or more pages) are built; an increase of 3% (a seemingly small increase) does not effectively quantify the hundreds of pages and many man hours that went into achieving that gain.

Likewise, there is the issue of remediating identified deficiencies (such as those in the physical plant – was addressed via the intensive months long process of relocating dispatch – the finishing touches of which are currently being addressed). Since the necessary vendors are often not available, or supply side logistics are disrupted (again due to pandemic), the Village often is hindered in the advance of corrective measures. The process of corrective action is what really moves the needle in terms of advancement.

There has indeed been and continues to be significant, measurable progress, and due to the limitations imposed by the Corona Virus, issues of Police Reform and CFA operations, it is not likely to be exceedingly large for the foreseeable future. As explained in this memorandum, the accreditation process is, in ideal circumstances, generally a two-year project; the COVID-19 Crisis and the dynamic environment surrounding Police Reform has caused significant delays and made the situation highly variable with multiple unknowns as a result of these disruptions.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
CFA Accreditation Progress Matrix for Oct 2023.pdf

CFA Accreditation Progress Matrix for October 2023

	July '19 Baseline	Sept '23 Status	Oct '23 Status	Task Highlights
LEAC Templates	40%	100%	100%	• Received 40 of 40 policy templates • Reviewed 39 templates and modified 37 for publication following approval and review workflow process.
PowerDMS Setup, Training, and Implementation	0%	100%	100%	• Added legal bulletins • Uploaded new policies • Identified Additional Training Needs and Conducted Training on Training Module Department-wide
Creation of new and modification of existing Time Sensitive Reports	0%	99%	99%	• The process of identifying all reports produced by the Agency is complete. • Creation of Missing Report has started.
Training of Sworn and Civilian Staff on CFA process	0%	100%	100%	• Completed preparing training package • Training was delivered in September
Inspection of Facilities and Functions of the Agency	0%	99%	99%	• The inspection process of the physical plant and agency functions is an on-going project. • Transfer from remote facility to main building complete for Property and Evidence. • Transfer from old armory to new armory complete

Review and Modification of Policies (232)	0%	99%	99%	• 290 Standards met via policy
Collection of Proofs of Compliance (330) 2021	0%	100%	100%	• Collected 280 Proofs of Compliance for CFA Standards (approximately 330 proofs total) • Began proof collection structured process. 55 proofs in progress • Identified proof assignments • Conducted training for all supervisors
Collection of Proofs of Compliance 2022	0%	95%	95%	• Collected 100 Proofs of Compliance for CFA Standards • New year requires additional proofs
Policies Reviewed by Employees on PowerDMS	0%	100%	100%	• Training completed and policy signatures beginning
Policy Modification	0	149	153	• Policies modified to conform with changes to CFA standards and Law

Property Disposal	N/A	75%	75%	• Additional activity for disposal of evidence and property no longer required to be stored.
Review of Proofs	0	87%	92%	• Review of collected proofs for Mock On Site
Preparation of PowerDMS	0	55%	65%	• Highlighting policies and scanning and adding proof to PowerDMS
Creation of New Policies to comply with standards changes	0	155	155	Added newly created policies to comply with changes to the accreditation standards
Pre-Mock on-site Assessment	N/A	Pending	Pending	Tentatively Scheduled for December, 2023

Mock on-site Assessment	N/A	Pending	Pending	Tentatively Scheduled for 1st Quarter of 2024
CFA on-site Assessment	N/A	Pending	Pending	Tentatively Scheduled for 1st Quarter of 2024
Total Estimate of Overall Progress	5%	98%	98%	This estimate will change slowly until the above milestones are met at 100%

ITEM NO. 8.C

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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 (October 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (October 2023).pdf

North Bay Village Police Department
Memorandum

Date: October 31, 2023

To: Deputy Chief, S. Bejar

From: Sgt. N. Benitez

Subject: Monthly Traffic Enforcement Report for October 1 to October 31, 2023

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 Octobe 2023. 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/or 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 monthly.

Traffic Enforcement on Kennedy Causeway:

- 187 – Speeding Citations
- 31 – Criminal Citations
- 79- Moving Violation Citations
- 103 – Non-Moving Citations
- 47 – Warnings

Traffic Enforcement on Harbor Island:

- 29 – Speeding Citation
- 10 – Criminal Citation
- 12 – Moving Violation Citations
- 18 – Non-Moving Citations
- 8 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 7 – Criminal Citations
- 9 – Moving Violation Citations
- 15 – Non-Moving Citations
- 10 – Warnings

Traffic Enforcement on North Bay Island:

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

Traffic Enforcement Totals:

- 500 – Citations
- 67 – Warnings
- 156 – Parking Citations

ITEM NO. 8.D

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Stormwater Projects Report (October 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

On-going projects:

1) North Bay Island Pump Station #1: The project is in the design Phase. The design consultant is working on 90% plans that are scheduled for submittal on November 20th, 2023. The 100% Plans are on track to be delivered by December 18th, 2023, which is the deadline to meet Grant Funding requirements.

2) Outfall Rehabilitation Program: The Program Manager has continued the planning efforts for the rehabilitation of existing outfalls within the 3 islands. From the documents provided by the Village, the remaining outfalls are being evaluated to determine how they will be rehabilitated. As part of the DEP grant application submitted by the Program Manager, the baffle structures proposed for the 13 outfalls at Harbor Island are being incorporated.

3) Treasure Island Milling and Resurfacing Project: The Program Manager has developed a map of the project limits and a preliminary cost estimate for the milling and resurfacing of N Treasure Drive, Adventure Avenue, Bounty Avenue, Buccaneer Avenue, Cutlass Avenue, Hispaniola Avenue and Mutiny Avenue. Consultant will develop design plans for the selected Contractor. Bidding and procurement timeline is estimated at 4 months, which will allow for the start of construction by May 2024.

4) Conceptual Roadway Design Typical Sections: The Program Manager is working on developing the conceptual roadway design typical section and anticipated to be submitted with the Traffic Study in mid-November.

CIP projects in Planning Phase:

5) North Bay Island Pump Station Project #2: The project is currently in the Planning phase as this will part of the projects assigned to consultant selected from the RFQ 2023-005 Professional A&E Services. Design anticipated to start in April 2024.

6) Treasure Island Pump Station Project #1: The project is currently in the Planning phase as this will part of the projects assigned to consultant selected from the RFQ 2023-005 Professional A&E Services. Design anticipated to start in April 2024.

7) Treasure Island Pump Station Project #2: The project is currently in the Planning phase as this will part of the projects assigned to consultant selected from the RFQ 2023-005 Professional A&E Services. Design anticipated to start in April 2024.

8) Treasure Island Pump Station Project #3: The project is currently in the Planning phase as this will part of the projects assigned to consultant selected from the RFQ 2023-005 Professional A&E Services. Design anticipated to start in June 2024.

9) Harbor Island Pump Station Project #1: The project is currently in the Planning phase as this will part of the projects assigned to consultant selected from the RFQ 2023-005 Professional A&E Services. Design anticipated to start in April 2024.

10) North Bay Island Stormwater and Roadway Project #3: The project is currently in the Planning phase as this will part of the projects assigned to consultant selected from the RFQ 2023-005 Professional A&E Services. Design anticipated to start in July 2025.

11) North Bay Island Stormwater and Roadway Project #4: The project is currently in the Planning phase as this will part of the projects assigned to consultant selected from the RFQ 2023-005 Professional A&E Services. Design anticipated to start in July 2025.

12) Treasure Island Stormwater and Roadway Project #4: The project is currently in the Planning phase as this will part of the projects assigned to consultant selected from the RFQ 2023-005 Professional A&E Services. Design anticipated to start in July 2025.

13) Treasure Island Stormwater and Roadway Project #5: The project is currently in the Planning phase as this will part of the projects assigned to consultant selected from the RFQ 2023-005 Professional A&E Services. Design anticipated to start in September 2025.

14) Treasure Island Stormwater and Roadway Project #6: The project is currently in the Planning phase as this will part of the projects assigned to consultant selected from the RFQ 2023-005 Professional A&E Services. Design anticipated to start in September 2025.

15) Harbor Island Stormwater and Roadway Project #2: The project is currently in the Planning phase as this will part of the projects assigned to consultant selected from the RFQ 2023-005 Professional A&E Services. Design anticipated to start in August 2026.

16) Harbor Island Stormwater and Roadway Project #3: The project is currently in the Planning phase as this will part of the projects assigned to consultant selected from the RFQ 2023-005 Professional A&E Services. Design anticipated to start in August 2026.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ITEM NO. 8.E

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Leo Cosio,

SPONSORED BY:

SUBJECT: Community Rating System Report (Q1 - October 2023)

RECOMMENDATION

This initial, verbal report will serve as an introduction to Mr. Gambino and his services.

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ITEM NO. 8.F

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (October 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $5,750.00 in Code Enforcement Fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
202300060655 report 1.docx
202300060655 report 2.docx
202300060655 report.docx
202300060655 report.pdf
202300055578 report.pdf
Code Monthly Report October-2023.pdf

INCIDENT NARRATIVE

On October 28, 2023 at approximately 9:29 p.m. Cpl. Cherasia and I responded back to 7504 W treasure Dr reference loud music.

Upon arrival, Music can still be heard from the sidewalk, therefore Mr. William Mcardle was advised that a citation would be written and issued to the homeowner in reference to the ordinance violation after warning.

Citation #3316 was issued to the Folio of #23-3209-009-0320 for violation of section 96.01 of the code of North Bay Village, FL, of Miami–Dade County, FL in the amount of $250. Mr. Mcardle was advised that if we returned there would be another citation issued.

I then made contact with property manager Ms. Wendy to advise of the issue and Ms. Wendy continuously cut me off and did not let me speak and advised me that there is no reason to be giving a citation because she has a device in the house that reads the decibels of noise. Ms. Wendy was advised the issue and to let her guest know to turn the music down.

No Further Information

On-scene Investigative Actions Taken
Civil citation #3316 issued.
BWC deployed.

North Bay Village Police Department
North Bay Village Case: 202360661
Saturday, October 28, 2023
Ofc. L. Palacio– NBV 222 / Badge: 0292
Field Support Division (Road Patrol)

INCIDENT NARRATIVE

On October 28, 2023, at approximately 11:07 p.m. Cpl. Cherasia and I responded back to 7504 W treasure Dr reference loud music.

Upon arrival, Music can still be heard from the sidewalk and across the water in North Bay Island. Therefore, Mr. William Mcardle was advised that a citation would be written and issued to the homeowner for the ordinance violation after a warning and first citation.

A Civil citation #3317 was issued to the Folio of #23-3209-009-0320 for violation of section 96.01 of the code of North Bay Village, FL, or Miami–Dade County, FL in the amount of $500. Mr. Mcardle was advised that if we returned there would be another citation issued.

No Further Information

On-scene Investigative Actions Taken
Civil citation #3317 issued.
BWC deployed.

North Bay Village Police Department
North Bay Village Case: 202360664
Saturday, October 28, 2023
Ofc. L. Palacio– NBV 222 / Badge: 0292
Field Support Division (Road Patrol)

INCIDENT NARRATIVE

On October 28, 2023, at approximately 6:49p.m. K-9 Ofc. Battaglia and I responded to 7504 W Treasure Drive reference loud music complaint.

Upon arrival, the music can be heard from the sidewalk. I made contact with the renter of the house, Mr. William Mcardle. Mr. Cardle was advised about his music being too loud and if the police had to return to the residence and music could still be heard he would receive a citation for the ordinance violation. Mr. Mcardle advised he would lower the music.

Mr. Mcardle stated that he rented the home for his birthday on AirBnB.com and was leaving Sunday morning.

No Further Information

On-scene Investigative Actions Taken

Advised of County ordinance.

North Bay Village Police Department
North Bay Village Case: 202360655
Saturday, October 28, 2023
Ofc. L. Palacio– NBV 222 / Badge: 0292
Field Support Division (Road Patrol)

Police

INCIDENT REPORT
Loud Party
Incident: 202300060655

xx

INCIDENT DATES/TIMES:

Reported Date/Time:	10/28/2023	18:49:32
Completed Date/Time:	10/28/2023	18:58:10
Earliest Date/Time:	10/28/2023	18:49:00
Latest Date/Time:	10/28/2023	22:16:00

INCIDENT LOCATION:

7504 West Treasure Dr North Bay Village FL 33141 Miami-Dade

OFFENSES:

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

SUBJECT(S) INVOLVED:

Type	*Name*	*DOB*	*Address*	*City/State/Zip*	*Phone*
Contact	Mcardle, William Bernard	10/29/1993	1400 Lincoln Road 602	Miami Beach, FL 33139	5167295105

VEHICLE:

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

Date: Expire

VEHICLE - Continued:

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

PROPERTY:

No.	*Loss Type*	*Qty.*	*Make/Model/Style*	*Description*
1				

SYNOPSIS:

Ref. Loud music complaint
Made contact with the guest at the residence. They advised music will be lowered. Report written. bwc.

NORTH BAY VILLAGE POLICE DEPARTMENT

CALL FOR SERVICE

Agency P Police **Incident #** 202300055578 **Case #**

CALL FOR SERVICE

Activity STVRV STVR Violation **Priority** R Routine **Common Place**

LOCATION

City North Bay Village

Loc 7720 Miami View Dr

Apt# **Cnty** MD Miami-Dade

Route **Beat** **Fire** **EMS** **Zone**

Nbvp Nbay

COMPLAINANT

Andy **Type** C Complainant

ADDRESS

City North Bay Village **State** FL

Zip 33141 **Tel** 3052449265

Dspchr 00000070 Sean Rodriguez **Rept** 10/5/23 4:34 **Shift** 1 11PM-7AM

By 00000070 Sean Rodriguez **How** T Telephone **Dispo** NR No Report

PERSON

Suffix **Name** **Type**

Sex **Race** **DOB** **Age**

Height **Weight**

Address **Telephone**

Address **Telephone**

Cloth

Street/Dir

Other

VEHICLE

Suffix **Plate** **State** **Make/Model**

Year **Color** **Occupants**

Description

Street/Dir

Other

VIN

Transport

Suffix

Unit **Miles** **Start** **End** **Tot**

Patient **Type** **Sex**

Reason **Care**

Blotter

Loud party in the rear of the residence
music was not audible from 100ft of residence
bwc

NORTH BAY VILLAGE POLICE DEPARTMENT

CALL FOR SERVICE

Agency P Police **Incident #** 202300055578 **Case #**

TimeChanged	Dispatcher	Agency	UnitID	Status	Officer1	Officer2	Officer3
10/5/2023 04:34:22	00000070	P	NBV223	W DISP	00000294		
10/5/2023 04:34:25	00000070	P	NBV223	2 Enroute	00000294		
10/5/2023 04:34:27	00000070	P	NBV222	W DISP	00000292		
10/5/2023 04:34:28	00000070	P	NBV222	2 Enroute	00000292		
10/5/2023 04:36:59	00000070	P	NBV222	3 Arrival	00000292		
10/5/2023 04:37:00	00000070	P	NBV223	3 Arrival	00000294		
10/5/2023 04:43:08	00000070	P	NBV222	1 Avail	00000292		
10/5/2023 04:43:35	00000070	P	NBV223	1 Avail	00000294		
10/5/2023 05:28:51	00000070	P	NBV223	W DISP	00000294		
10/5/2023 05:29:01	00000294	P	NBV223	1 Avail	00000294		

	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) of (3)
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			
7811 Beach View Drive	Noise	Citation	2/27/2022	$500.00		Yes	(1) of (5)
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			
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) of (5)
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) of (3)
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) of (3)
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) of (3)
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) of (3)
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) of (3)
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			
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
7504 W Treasure Drive	Noise	Citation	10/28/2023	$500.00			Yes
1865 Kennedy Cswy	Trash Violation	Citation	10/30/2023		$200.00		
(28) Lien Searches							
				$2,150.00	$5,750.00		

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. 8.G

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Capital Improvement Project Report (October 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

PERSONNEL IMPACT
NONE

ATTACHMENTS
Key Capital Improvement Projects Construction Summary.pdf

Key Capital Improvement Projects Construction Summary (11/9/23)					
(Organized by Expected Construction Dates, unless Otherwise Indicated)					
Proj. #	**Proj. Name**	**Scope**	**Start Date**	**End Date**	**Notes**
1	Inlet Filters - Phase I	Installation of 48 upward flow customized stormwater drainage filters on existing inlets on NBI & TI.	10/1/23	12/31/23	In design phase for each individual (i.e. custom) filter. New state contract in the amount of $150k for Phase II to complete installation of filters in the remaining drainage structures (total of 98 filters for phase I & II). 9 filters recently installed on TI and NBI. QR Code drain markers to be manufactured and installed by 11/24. Design manufacture and installation of remaining filters by 12/31.
2	Public Art: Paint FPL Infrastructure Vault	Add mural to FPL vault in front of Civic Park. Sponsored by Comm. Cuk.	11/15/23	12/31/23	Artist has been selected. Work order being prepared. FPL approval secured on 10/25/23. Design review to take place at Nov. Public Art Committee meeting.
3	Sanitary Sewer Improvements	Complete assorted moratorium-related improvements	Spring '22	12/31/23	Work in progress. To be completed by 11/30. Submission to DERM to follow.
4	Public Art: Island Walk South Plaza Mural	Paint mural or add installation to IWSP Wall next to GVP	12/1/23	1/30/24	Artist selection has taken place; contract to be approved at 11/9/23 commission meeting.
5	Public Art: Vogel Park Tourist Photo Frame	Have artist/sculptor create social media metal background to be installed at SW corner of Vogel	1/1/24	2/28/24	Artist selection to take place; contract to be approved at 12/12/23 commission meeting.

6	New or Repaired Crosswalks & Sidewalks on All Islands	Phase I: Add 6 crosswalks on HI; complete sidewalk network 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)	Phase I: Summer '24; Phase II: TBD	Phase I: Summer 2024; Phase II: between 8/31/25 and 8/31/27, or perhaps sooner if FDOT expedites construction funding, based on successful completion of design/permitting	This project combines contracts for federal ($426K) & state ($350K) funding with a $350K NBV local match and was approved at 9/28/23 commission meeting. Await fully executed agreement document from FDOT. Work order for survey, design, and permitting to be approved at 11/9 commission meeting.
7	TI ADA - Ph II	Repair/replace sidewalks/curbs/gutters; install audible beacons on causeway	9/15/23	8/30/24	FDOT new contract delayed start date. Proposed to start mid-Sept. Project began 10/9/2023. To be completed 3/11/24.
8	Island Walk N Plaza	Construct North Plaza scenic area plus NBV east entry sign	11/8/23	8/30/24	FDOT new contract and a bat survey delayed start date. Contractor in process of obtaining drainage permits from DERM. Contractor to pull construction permit from Village and lane closure permit from FDOT.
9	TI WW Pump Station Improvements	Demolish existing building on Galleon St and underground pump station, remove and replace existing pump station on Hispanola Ave, replace electric panel on S Treasure Dr.	7/31/23	8/30/24	

10	TIES Park	Add 5 multipurpose fields, pathway, landscaping to TIES perimeter	4/1/24	10/1/24	MDCPS and NBV approvals granted in October 2023; NBV/AFA contracts being (re)negotiated.
11	Bus Shelters & TI Decorative Crosswalks	Ultimately install 7 bus shelters on Kennedy Causeway throughout village and pedestrian crosswalks on TI	Spring '24	Fall '24	$414,000 in total to spend from FDOT grant. Bus shelter being designed by BCC Engineering; fabrication to be bid out, for commission approval by Jan 2024. The # of shelters installed will depend on price. These two projects are combined because they are being paid for by same grant program (County Incentive Grant Program). Design stalled due to change of scope request from NBV. Await change of scope Supplemental Agreement approval from FDOT. Project Design to continue after approval.
12	Vogel Park Marine Facilities	Install kayak launch and marine patrol dock	1/1/24	Fall '24	Invitation to Bid (ITB) did not yield responses and was readvertised on 10/20/23, bid opening 12/8/23, anticipated award at 1/9/24 commission meeting.
13	Street Signs	Ultimately replace all NBV street signs	1/8/24	Fall '24	Fabricator was approved by commission in Oct 2023. BSG B Sign Group will prepare different color samples for commission 12/12/23 meeting.

14	NBI Stormwater System Improvements	Replace NBI stormwater pump station with new, better one	Fall '23	Fall '24	Negotiating easement agreement with affected property owner, for approval at 12/12/23 commission meeting. Owner agreed to provide 5' easement on north side of property.
15	Civic Park Recreational Improvements	Add walking/nature trail, splash pad, kayak launch, living shoreline	Fall '24	Fall '25	Design is at 90% completion. Permitting elements in bay can be lengthy/ unpredictable.
16	Galleon St Community Center	Construct community center and outdoor rec. amenities at Public Works site	Summer '24	Fall '25	MDCPS and NBV approvals granted in October 2023; NBV/AFA contracts being (re)negotiated. Phase I environmental assessment underway.
17	Village Hall	Construct village hall/fire rescue complex	6/23/25	12/31/26	In design phase.
18	Kennedy Causeway Complete Streets	To conduct a Lane Reduction Study along 79 St. (JFK Causeway), to include context classification, traffic analysis, and forecasting, ultimately resulting in construction improvements	TBD	TBD	In traffic study/forecasting phase. FDOT sent latest set of comments to NBV/Stantec. Stantec to respond by 11/15/23. Design or construction schedule not yet set. Village commission to have sunshine meeting with FDOT D6 Sec. Miller to discuss flat bridge PD&E and this project.

Completed					
Proj. #	**Proj. Name**	**Scope**	**Start Date**	**End Date**	**Notes**
1	Tree Planting at TIES	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	

ITEM NO. 8.H

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Carlos Llamas, Project Manager

SPONSORED BY:

SUBJECT: Discussion of the Preliminary Designs of the North Bay Village & Asociacion De Futbol Argentino (AFA) Community Center and Treasure Island Elementary School (TIES) Park

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RECOMMENDATION

Discuss proposed site plans and elevations for the Village's Community Center and TIES Park.

BACKGROUND AND ANALYSIS

This agenda item aims to solicit design feedback from the Village Commission for the TIES Park and Galleon Street Community Center building.

Attached are preliminary exterior renderings for the community center and a site plan for the TIES Park. The current TIES Park site plan does not include a pedestrian connection to the municipal parking lot located at the NW corner of the property, but that is being added to the site plan.

The AFA design team is responding to Village planning and engineering comments, and the fully realized site plans and elevations will be proceeding to the Planning and Zoning Board and Village Commission for approval once the comments are addressed.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ATTACHMENTS

AFA Renderings 11.2023.pdf
Galleon-TIES_Approval_Schedule.pdf

NORTH BAY VILLAGE
AFA

AFA

Jewel Ave

Kelly Ave
Grant Ave
Calcot St
E Treasure Dr

Galleon-TIES Site Plan Approval Schedule		
Milestone/Meeting	**Items**	**Responsible Party**
29-Sep	1st submittal review/comments due and shared w/ AFA	CGA Development Complete Review Team (DRT)
12-Oct	2nd submittal/response to comments due	AFA
19-Oct	2nd submittal review due	CGA DRT
13-Nov	Final submittal to Village/response to comments due/agreement on conditions	AFA
22-Nov	Notice to DBR for PZB meeting	Silvia and Alba
28-Nov	Notice to DBR for Commission Mtg	Silvia and Alba
29-Nov	PZB Agenda publication deadline	Alba
6-Dec	December PZB Meeting	All
12-Dec	Village Commission Approval	All

Status
Complete
Complete
Complete
Ongoing
Pending
Pending
Pending
Pending
Pending

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk's Monthly Report for November of 2023

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.

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.

Village Commission	Planning & Zoning Board	Resident Advisory Boards	Special Magistrate, and others
3	0	4	2

PUBLIC NOTICES

The Village Clerk's Office issued a total of ten (10) Public Meeting Notices during the month of October of 2023. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards Meetings, Special Magistrate Hearings, Sunshine Meetings, and Request for Proposals.

EXECUTION OF DOCUMENTS

Resolutions	Agreements / Contracts
9	5

RESIDENT ADVISORY BOARD UPDATE
The following Board Members were sworn in for their perspective Boards.
* Farahim Alili - Resident Services Board
* David Doebler - Sustainability & Resiliency Task Force

MUNICODE UPDATE
In the process of reviewing the proof to codify Ordinance No. 2019-001A that was not included in the Village ULDC.

LASERFICHE CLOUD UPGRADE
I am working with our IT Director, Johnny, and MCCI to transition to the data migration phase of the project.

GRANICUS - VIDEO ENHANCEMENTS
I am working on making significant enhancements to our streaming and video programming for our public meeting portal. These upgrades will improve the video quality of the meetings.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log October 2023.pdf

Public Records Request Log - October 2023

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS)	COMMENTS
10/2/2023	USA ROOFING AND CONSTRUCTION	Code	request a list of code violations in your city, from 15th September till date	N/A	10/9/2023	
10/2/2023	Mike Latham	Building	records request for Records Request 7904 West Dr Ground Level. looking for the ground floor sanitary sewer and grease trap plan	N/A	11/1/2023	
10/3/2023	Cecilia Bertomeu	Building	copy of the plans of the concrete restoration done back in 2018 for Casa Del Rey at 1820 S. Treasure Dr.	N/A	10/10/2023	
10/4/2023	Alex Rukavena	Police	copy of the police report regarding an incident that happened on Aug 5th at Moda North Bay Village apartment complex	N/A		investigation case closed, waiting on PD to respond
10/4/2023	Jose Morales	Police	BWC for case #202300051918	N/A	10/30/2023	
10/9/2023	Ryan Steckbeck	Police	request the following reports: 202200058436, 202100034607, 202100034287, 202100014449. Furthermore, any reports for the following persons: Steckbeck, Ryan Simbana Minchala Cristina Elizabeth.	N/A	10/10/2023	
10/9/2023	Izel Coruhli	Police	was part of Domestic Violence and would like to obtain records to share with my their attorney.	N/A	10/10/2023	
10/13/2023	Lily Beeman	Police	copy of your Use of Force or Response to Resistance policy	N/A	10/16/2023	
10/15/2023	Joe Propertykey	Code	request for code violation data from September 15th to September 30th	N/A	10/16/2023	

10/17/2023	Michael J. Brevda, ESQ.	Police	requesting an police reportrelating to the corresponding case number (202300056387) location at: 1735 N TREASURE Dr	N/A	10/20/2023	
10/17/2023	Janine Rugas	Building	Request a copy of your building permit records since September 11, 2023, to present	N/A	10/17/2023	
10/17/2023	Kevin Vericker	Code	The date when Regine Monestime was appointed "Special Magistrate", sometimes referred to as "Special Master" in North Bay Village and any documents referncing the appointment. also looking for any commission resolution confirming the appointment in calendar 2017 or 2018.	N/A	10/18/2023	
10/17/2023	Jack McAllister	Police	BWC for case #202300049663	N/A	10/18/2023	
10/17/2023	Jaeann Lee	Police	requesting an police reportrelating to the corresponding case number (202300056387)	N/A	10/20/2023	
10/19/2023	Joe Pineda	Building	request all existing records for the property 7537 Buccaneer Ave	N/A	10/20/2023	
10/20/2023	Lorenzo Lynch	Police	Please provide us with a copy of a Police report filed by Daniel J Carrabs between 10/13/2023-10/19/2023	N/A		
10/24/2023	Brenda Ora Burton	Police	Internal Affairs Complaints, related reports & disciplinary records for Ofc. Paul Battaglia #283. K9 Handler Certification for Ofc. Paul Battaglia #283. All training records, handler notes, alert or deployment records for K9 Aerik	N/A		

10/25/2023	Ryan Steckbeck	Police	copy of the following records: 202200058436 202100034607 202100034287 202100014449	N/A	10/10/2023	Made same request twice.
10/26/2023	Anonymous	HR	copy of the Chief of Staff job description and salary/compensation information (current salary and position range).	N/A	10/30/2023	
10/26/2023	Alfredo Marquez-Sterling	Police	request any and all police reports, accident reports, incident reports, traffic citations, etc. for Mr. Tomas Gonzalez Baro with DOB 11/19/1967	N/A	10/31/2023	
10/27/2023	Jose Barrial	Building	plumbing plans for 1820 S Treasure Dr.	N/A	11/2/2023	
10/31/2023	Norma Gonzalez	Police	Case#202300059948 would like to obtain the report	N/A		
10/31/2023	Jaime Rueda	Police	requesting copy of the video accident for Officer Chevalier	N/A		

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Amending the Final Budget for Fiscal Year 2022-23 in the amount of $1,255,355.17- *Village Manager Dr. Ralph Rosado (Chief Financial Officer Angela Atkinson)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-23 BY MAKING END OF THE YEAR ADJUSTMENTS RESULTING IN A FINAL BUDGET AMENDMENT IN THE AMOUNT OF $1,255,355.17; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the resolution by making end-of-the-year adjustments resulting in a final budget amendment for the 2022-23 Fiscal Year.

BACKGROUND AND ANALYSIS

Pursuant to Section 35.21(B) of the Village Code of Ordinances it provides that budgetary transfers and amendments, except for minor amendments, shall be approved by resolution of the Village Commission. The Finance Department seeks the Village Commission approval to amend the budget to reflect changes in revenues and expenditures in accordance with proper governmental accounting and financial reporting practices. Other than the State Forfeiture Fund, this budget amendment does not use appropriated fund balance but reallocates Revenue and expenditure Surpluses/Deficits as shown in Exhibit A.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Total Budget Amendment $

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - EOY Final Budget Amendment.docx
Exhibit A - Budget Amend. EOY Budget Adjustment.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-23 BY MAKING END OF THE YEAR ADJUSTMENTS RESULTING IN A FINAL BUDGET AMENDMENT IN THE AMOUNT OF $1,255,335.17; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 29, 2022, the North Bay Village (the "Village") Commission adopted Resolution No. 2022-79 approving the budget for fiscal year 2022-2023 (the "Budget"); and

WHEREAS, pursuant to Section 166.241(7), Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year or within 60 days following the end of the fiscal year; and

WHEREAS, the Village finds it necessary to adjust certain budget line items in the Village's General Fund Budget in order to reflect changes in revenues and expenditures in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, Section 35.21(B) of the Village Code of Ordinances (the "Code") provides that budgetary transfers and amendments, except for minor amendments, shall be approved by resolution of the Village Commission; and

WHEREAS, the Village Administration has prepared this Final Budget, inclusive of both minor and non-minor changes; 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 to provide the final amendment for the Budget; and

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

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

Section 1. Recitals. The above Recitals are confirmed, adopted, and incorporated herein and made a part by this reference.

Section 2. Amending Budget. That the Village Commission hereby approves the final 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 9th day of November, 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

FY 2022-2023 FINAL BUDGET AMENDMENT

Department: Village Commission		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
001-11-511-1100	Commission Salaries	$ 33,000.00	$ 4,019.23	$ 34,209.62	$ -	$ (1,209.62)	$ 1,209.62	
001-11-511-2100	Fica	2,525.00	395.28	2,704.88	-	(179.88)	179.88	
001-11-511-2200	Retirement Contributions	-	-	287.06	-	(287.06)	287.06	
001-11-511-5341	Vice Mayor-Travel,Conf, & Meetings	6,000.00	170.68	1,686.31	-	4,313.69		944.22
001-11-511-5342	At Lg. Commissioner-Travel,Conf & Mtgs	7,000.00	179.40	3,752.71	-	3,247.29		944.22
001-11-511-5343	TI Commissioner-Travel,Conf,& Meetings	7,000.00	273.85	4,726.65	-	2,273.35		944.22
001-11-511-5344	HI Commissioner-Travel, Conf, & Meetings	7,100.00	-	1,006.06	-	6,093.94		944.22
001-11-511-5345	Mayor Travel,Conf, & Meetings	9,500.00	900.38	11,326.23	-	(1,826.23)	1,826.23	
001-11-511-5360	Telephone	6,000.00	548.03	3,729.73	2,544.36	(274.09)	274.09	
							$ 3,776.88	$ 3,776.88

Department: Village Manager		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
001-12-512-1200	Regular Salaries	$ 475,486.00	$ 46,865.91	$ 477,026.80	$ -	$ (1,540.80)	$ 1,540.80	
001-12-512-1600	Compensation Personnel	4,000.00	-	2,692.00	-	1,308.00		1,308.00
001-12-512-2100	Fica	36,901.12	2,219.27	33,033.61	-	3,867.51		358.97
001-12-512-5360	Telephone	2,880.00	343.04	1,852.41	1,153.76	(126.17)	126.17	
							$ 1,666.97	$ 1,666.97

Department: Village Clerk		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
001-13-512-2700	Cost Allocation	$ (103,894.00)	$ (8,657.83)	$ (103,893.96)	$ -	$ (0.04)	$ 0.04	
001-13-512-3131	Contract Services-Data Processing	6,000.00	(4,188.00)	6,016.40	-	(16.40)	16.40	
001-13-512-3160	Professional Services	3,000.00	2,968.38	6,180.56	-	(3,180.56)	3,180.56	
001-13-512-3403	Election Expense	12,000.00	-	16,899.09	-	(4,899.09)	4,899.09	
001-13-512-4809	Advertising	15,000.00	1,344.74	6,250.76	-	8,749.24		8,176.87
001-13-512-5360	Telephone	1,200.00	161.50	1,010.26	270.52	(80.78)	80.78	
							$ 8,176.87	$ 8,176.87

Department: Finance		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
001-14-513-1200	Regular Salaries	$ 447,613.40	$ 41,371.59	$ 430,197.70	$ -	$ 17,415.70		$ 17,415.70
001-14-513-1400	OverTime	5,000.00	-	(1,839.87)	-	6,839.87		6,839.87
001-14-513-1600	Compensation Personnel	10,000.00	46,074.26	58,093.29	-	(48,093.29)	48,093.29	
001-14-513-2100	Fica	34,564.40	6,573.22	35,096.98	-	(532.58)	532.58	
001-14-513-2200	Retirement Contributions	81,269.20	11,692.91	83,218.14	-	(1,948.94)	1,948.94	
001-14-513-2300	Health, Life, Dental	108,738.40	7,274.66	83,841.15	-	24,897.25		24,897.25
001-14-513-5340	Travel, Conferences & Meetings	9,680.00	-	5,620.69	-	4,059.31		1,615.30
001-14-513-5360	Telephone	2,880.00	386.53	2,204.40	868.91	(193.31)	193.31	
							$ 50,768.12	$ 50,768.12

Department: Legal		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
001-15-514-3101	Labor Attorney Negotiations	$ 40,000.00	$ 2,044.00	$ 46,181.00	$ -	$ (6,181.00)	$ 6,181.00	
001-15-514-3102	Attorney-other issues	150,000.00	56,579.50	127,255.00	-	22,745.00		6451.19
001-15-514-5310	Village Attorney General	235,839.00	59,080.94	236,109.19	-	(270.19)	270.19	
							$ 6,451.19	$ 6,451.19

Department: IT		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
001-16-516-1200	Regular Salaries	$ -	$ 2,559.23	$ 2,559.23	$ -	$ (2,559.23)	$ 2,559.23	
001-16-516-2100	FICA	-	182.71	182.71	-	(182.71)	182.71	
001-16-516-2200	Retirement Contributions	-	344.47	344.47	-	(344.47)	344.47	
001-16-516-6410	Office & Operational Equipment	-	83.69	83.69	-	(83.69)	83.69	
001-00-335-3352	Local 1/2 Cent Sales Tax	743,044.00	70,227.00	808,836.28	-	65,792.38		3,170.10
							$ 3,170.10	$ 3,170.10

Department: General Government		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
001-19-519-1200	Regular Salaries	$ 203,210.00	$ 18,878.10	$ 206,228.72	$ -	$ (3,018.72)	$ 3,018.72	
001-19-519-2200	Retirement Contributions	24,756.00	2,230.47	25,217.78	-	(461.78)	461.78	
001-19-519-2300	Health, Life, Dental	43,773.00	3,980.84	45,540.73	-	(1,767.73)	1,767.73	
001-19-519-2400	Workers Compensation	515.00	128.75	815.00	-	(300.00)	300.00	
001-19-519-3116	Bank/Merchant Fees	5,000.00	870.63	7,926.05	-	(2,926.05)	2,926.05	
001-19-519-3136	Contract Services	-	-	6,037.75	-	(6,037.75)	6,037.75	
001-19-519-3185	Legal Settlement Expense	-	-	12,500.00	-	(12,500.00)	12,500.00	
001-19-519-4201	Postage	7,183.00	3,206.83	8,497.41	-	(1,314.41)	1,314.41	
001-19-519-4900	Miscellaneous	-	-	65,926.00	-	(65,926.00)	65,926.00	
001-19-519-5100	Office Supplies	10,000.00	2,270.16	12,136.04	-	(2,136.04)	2,136.04	
001-00-366-3663	Contributions & Donations	6,732.70	-	56,732.70	-	50,000.00		50,000.00
001-00-335-3352	Local 1/2 Cent Sales Tax	743,044.00	70,227.00	808,836.28	-	65,792.38		46,388.48
							$ 96,388.48	$ 96,388.48

Department: Police		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
001-21-521-1200	Regular Salaries	$ 3,542,956.81	$ 330,360.05	$ 3,502,564.43	$ -	$ 40,392.38		$ 40,392.38
001-21-521-1400	OverTime	149,597.10	21,335.28	275,703.77	-	(126,106.67)	126,106.67	
001-21-521-1500	Educational Incentives	34,231.00	2,757.38	32,083.33	-	2,147.67		2,147.67
001-21-521-1550	Special Off-Duty Detail	-	27,101.25	215,116.77	-	(215,116.77)	215,116.77	
001-21-521-1570	Clothing Allowance	9,800.00	200.00	9,150.00	-	650.00		650.00
001-21-521-1600	Compensation Personnel	60,000.00	-	71,913.23	-	(11,913.23)	11,913.23	
001-21-521-2100	Fica	283,458.61	29,159.89	307,002.11	-	(23,543.50)	23,543.50	
001-21-521-2200	Retirement Contributions	916,454.45	102,300.28	973,713.44	-	(57,258.99)	57,258.99	
001-21-521-2300	Health, Life, Dental	656,624.00	41,693.50	550,189.79	-	106,434.21		106,434.21
001-21-521-2400	Workers Compensation	151,738.93	46,450.45	162,786.40	-	(11,047.47)	11,047.47	
001-00-351-3511	Court Fines	45,000.00	10,986.55	78,842.71	-	33,842.71		5,097.92
001-21-521-3131	Contract Services-Data Processing	51,000.00	1,642.62	51,674.95	-	(674.95)	674.95	
001-00-342-3420	Special Off-Duty Detail Income	-	25,162.50	239,556.39	-	239,556.39		239,556.39
001-21-521-3136	Contract Services	14,900.00	-	13,918.77	-	981.23		981.23
001-21-521-4601	Repair & Maintenance Vehicle/Boat	116,363.21	10,250.61	92,809.96	-	23,553.25		23,553.25
001-00-351-3541	Code Enforcement Fines	70,000.00	1,450.00	86,189.19	-	16,189.19		16,189.19
001-21-521-4604	Repair & Maintenance Building	2,000.00	942.84	1,366.14	-	633.86		633.86
001-21-521-4700	Printing & Binding	-	150.01	150.01	-	(150.01)	150.01	
001-21-521-5205	Gas & Oil	135,000.00	25,661.47	136,492.39	-	(1,492.39)	1,492.39	
001-21-521-5231	Special Department Supplies	10,207.00	109.72	10,316.72	-	(109.72)	109.72	
001-21-521-5360	Telephone	29,400.00	(1,010.84)	21,763.90	-	7,636.10		7,636.10
001-21-521-5401	Vehicle Rental	15,981.00	1,440.86	15,639.09	-	341.91		341.91
001-21-521-5500	Education & Training	15,000.00	(758.90)	11,692.17	-	3,307.83		3,307.83
001-21-521-5555	Uniforms	14,012.97	35.76	13,830.23	-	182.74		182.74
001-21-521-5560	Uniform Cleaning	5,000.00	1,287.38	4,865.98	-	134.02		134.02
001-21-521-6430	Machinery & Equipment	68,123.00	-	67,948.00	-	175.00		175.00
							$ 447,413.70	$ 447,413.70

Department: Recreation & Human Services

		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
001-72-572-1400	OverTime	$ 15,670.00	$ -	$ -	$ -	$ 15,670.00		$ 12,953.10
001-72-572-1570	Clothing Allowance	-	-	200.00	-	(200.00)	200.00	
001-72-572-4403	Lease-Storage	7,308.00	688.00	7,940.00	-	(632.00)	632.00	
001-72-572-5456	Community Special Events-Sports	8,750.00	4,000.00	16,400.00	-	(7,650.00)	7,650.00	
001-72-572-5461	Community Events-Yoga in the Park	3,000.00	2,075.00	5,625.00	-	(2,625.00)	2,625.00	
001-72-572-5464	Community Events-Soccer	6,000.00	2,500.00	7,284.00	-	(1,284.00)	1,284.00	
001-74-574-1200	Regular Salaries-Summer Program	20,000.00	-	20,522.14	-	(522.14)	522.14	
001-74-574-2100	Fica-Summer Program	1,530.00	-	1,569.96	-	(39.96)	39.96	
							$ 12,953.10	$ 12,953.10

Department: Building

		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
111-00-322-3222	Electrical Permits	25,000.00	2,019.43	147,848.99	-	122,848.99		122,848.99
111-00-322-3223	Plumbing Permits	25,000.00	6,165.25	53,940.25	-	28,940.25		28,940.25
111-00-322-3225	Mechanical Permits	25,000.00	1,366.75	137,229.54	-	112,229.54		39,620.18
111-25-524-1200	Regular Salaries	74,933.00	7,683.29	75,250.23	-	(317.23)	317.23	
111-25-524-2200	Retirement Contributions	9,153.00	1,042.61	9,348.21	-	(195.21)	195.21	
111-25-524-3116	Bank/Merchant Fees	3,500.00	629.19	5,689.86	-	(2,189.86)	2,189.86	
111-25-524-3160	Professional Services	384,700.00	102,004.06	571,749.56	-	(187,049.56)	187,049.56	
111-25-524-5215	Copy Machine Lease	1,680.00	287.97	2,212.49	-	(532.49)	532.49	
111-25-524-5360	Telephone	3,500.00	566.83	4,625.06	0.01	(1,125.07)	1,125.07	
							$ 191,409.42	$ 191,409.42

Department: Street Maintenance

		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
112-18-541-2400	Workers Compensation	$ 18,151.00	$ 5,224.20	$ 18,837.45	$ -	$ (686.45)	$ 686.45	
112-18-541-4410	Vehicle Lease	15,600.00	4,153.94	12,392.47	-	3,207.53		3044.98
112-18-541-4601	Repair & Maintenance Vehicle	2,500.00	113.54	2,588.59	-	(88.59)	88.59	
112-18-541-5324	Temporary Personnel	5,000.00	-	7,269.94	-	(2,269.94)	2,269.94	
							$ 3,044.98	$ 3,044.98

Department: After School & Summer Program

		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
114-71-572-1200	Regular Salaries	$ 133,305.00	$ -	$ 108,650.76	$ -	$ 24,654.24		$ 1,619.87
114-71-572-3160	Professional Services	1,872.00	-	2,240.00	-	(368.00)	368.00	
114-71-572-3200	Accounting & Audit	2,500.00	-	5,000.00	-	(2,500.00)	2,500.00	
114-71-572-4403	Building Lease-Storage	4,332.00	400.00	4,564.00	-	(232.00)	232.00	
114-71-572-5100	Office Supplies	1,000.00	-	1,384.87	-	(384.87)	384.87	
114-71-572-5340	Travel, Conferences & Meetings	8,800.00	-	7,544.61	-	1,255.39		1,255.39
114-71-572-5360	Telephone	540.00	80.75	483.64	96.75	(40.39)	40.39	
114-71-572-5482	Travel (Participants) Buses	1,750.00	-	1,800.00	-	(50.00)	50.00	
114-71-572-5500	Education & Training	700.00	-	-	-	700.00		700.00
							$ 3,575.26	$ 3,575.26

Department: Transportation Fund

		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
115-18-541-5205	Gas & Oil	$ 5,091.22	$ -	$ -	$ 3,500.00	$ 1,591.22		$ 1,415.05
115-18-541-5395	Street Lights	35,000.00	3,134.52	36,415.05	-	(1,415.05)	1,415.05	
							$ 1,415.05	$ 1,415.05

Department: Utility Fund		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
430-30-533-1200	Regular Salaries	$ 512,171.00	$ 42,574.23	$ 424,927.76	$ -	$ 87,243.24		$ 87,243.24
430-30-533-1400	OverTime	3,500.00	-	1,283.62	-	2,216.38		2,216.38
430-30-533-1600	Compensation Personnel	10,000.00	-	-	-	10,000.00		10,000.00
430-30-533-2100	Fica	39,242.00	3,154.04	31,713.71	-	7,528.29		7,525.29
430-30-533-2200	Retirement Contributions	89,612.00	8,601.86	80,008.55	-	9,603.45		9,603.45
430-30-533-2300	Health, Life, Dental	88,236.00	2,878.12	73,233.96	-	15,002.04		15,002.04
430-30-533-2400	Workers Compensation	25,011.00	6,252.75	38,011.00	-	(13,000.00)	13,000.00	
430-30-533-3116	Bank/Merchant Fees	23,000.00	4,309.24	38,810.52	-	(15,810.52)	15,810.52	
430-30-533-3185	Legal Settlement Expense	-	-	25,825.00	-	(25,825.00)	25,825.00	
430-30-533-4410	Vehicle Lease	21,785.00	8,297.17	17,323.34	-	4,461.66		4,461.66
430-30-533-5205	Gas & Oil	8,000.00	2,367.55	11,537.77	-	(3,537.77)	3,537.77	
430-30-533-6201	Buildings	50,000.00	-	-	-	50,000.00		50,000.00
430-31-533-1200	Regular Salaries	51,386.00	5,605.67	51,672.64	-	(286.64)	286.64	
430-31-533-2100	Fica	3,946.00	518.73	4,654.42	-	(708.42)	708.42	
430-31-533-2200	Retirement Contributions	6,284.00	913.98	7,482.57	-	(1,198.57)	1,198.57	
430-31-533-5375	Water Purchases	780,500.00	116,841.89	676,115.10	-	104,384.90		104,384.90
430-35-535-1200	Regular Salaries	70,357.00	6,886.88	70,930.24	-	(573.24)	573.24	
430-35-535-1600	Compensation Personnel	-	-	5,044.46	-	(5,044.46)	5,044.46	
430-35-535-2100	Fica	5,397.50	513.60	5,770.57	-	(373.07)	373.07	
430-35-535-2200	Retirement Contributions	8,595.50	976.33	9,581.63	-	(986.13)	986.13	
430-35-535-2300	Health, Life, Dental	25,706.00	1,626.37	19,471.53	-	6,234.47		6,234.47
430-35-535-4601	Repair & Maintenance Vehicle	20,302.09	25.00	20,324.03	-	(21.94)	21.94	
430-35-535-4607	Repair & Maintenance Lift Stations	55,912.20	-	57,485.09	-	(1,572.89)	1,572.89	
430-35-535-5390	Sewerage Disposal	1,010,000.00	226,108.57	1,290,314.40	-	(280,314.40)	280,314.40	
430-37-534-1200	Regular Salaries	199,859.00	22,125.28	208,796.56	-	(8,937.56)	8,937.56	
430-37-534-1400	OverTime	30,000.00	4,094.43	27,600.47	-	2,399.53		2,023.18
430-37-534-1600	Compensation Personnel	60,000.00	32,018.51	91,694.13	-	(31,694.13)	31,694.13	
430-37-534-2100	Fica	17,646.00	4,417.50	24,696.39	-	(7,050.39)	7,050.39	
430-37-534-2200	Retirement Contributions	28,668.00	5,126.12	35,173.54	-	(6,505.54)	6,505.54	
430-37-534-2300	Health, Life, Dental	58,882.00	3,531.98	42,383.76	-	16,498.24		16,498.24
430-37-534-2400	Workers Compensation	19,190.00	4,797.50	19,757.08	-	(567.08)	567.08	
430-37-534-4304	Recycling Services	134,400.00	22,778.98	141,014.02	-	(6,614.02)	6,614.02	
430-37-534-4602	Repair & Maintenance Equipment	32,455.00	2,120.00	9,620.78	-	22,834.22		17,085.19
430-37-534-5205	Gas & Oil	40,000.00	2,564.72	51,715.02	-	(11,715.02)	11,715.02	
430-37-534-5380	Solid Waste Disposal	476,277.00	45,990.93	386,218.25	-	90,058.75		90,058.75
							$ 422,336.79	$ 422,336.79

Department: Stormwater Fund		Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Transfer to:	Transfer from:
440-36-538-1200	Regular Salaries	$ 42,313.00	$ 4,026.88	$ 41,079.43	$ -	$ 1,233.57		$ 1,233.57
440-36-538-1400	OverTime	-	-	575.24	-	(575.24)	575.24	
440-36-538-2100	Fica	3,251.00	306.54	3,186.68	-	64.32		64.32
440-36-538-2200	Retirement Contributions	5,179.00	546.44	5,186.98	-	(7.98)	7.98	
440-36-538-2700	Cost Allocation	37,289.00	3,107.42	37,289.04	-	(0.04)	0.04	
440-36-538-3160	Professional Services	-	-	2,205.00	-	(2,205.00)	2,205.00	
440-36-538-4602	Repair & Maintenance Equipment	5,000.00	-	-	-	5,000.00		1,490.37
							$ 2,788.26	$ 2,788.26

Budget Amendment Total	**$ 1,255,335.17**

ITEM NO. 10.B

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Mayor Brent Latham, Vice Mayor Richard Chervony, Commissioners Goran Cuk, Andy Daro, and Rachel Streitfeld

SUBJECT: **A Resolution Urging the Florida Legislature to Increase and Dedicate Funding for the Biscayne Bay Water Quality Improvement Grant Program - *Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioners Goran Cuk, Andrew Daro, and Rachel Streitfeld***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING THE FLORIDA LEGISLATURE TO INCREASE AND DEDICATE FUNDING FOR THE BISCAYNE BAY WATER QUALITY IMPROVEMENT GRANT PROGRAM; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The proposed Resolution urges the Florida Legislature to increase and dedicate funding for the Biscayne Bay Water Quality Improvement Grant Program in fiscal year 2024-25 and future years. Biscayne Bay is a critical component of the environment, culture, and economy of North Bay Village and the surrounding region. Recent environmental issues like seagrass die-offs indicate the Bay's health is in a precarious state and urgently needs protection. The Legislature appropriated $20 million for the grant program this fiscal year to fund projects to improve Biscayne Bay's water quality. Increased funding is needed to accelerate the rate of these projects and restore the Bay's health. This resolution mirrors one recently adopted by the Miami-Dade Board of County Commissioners. The Miami-Dade County Chief Bay Officer is asking every Miami-Dade municipality to adopt a similar resolution urging the State legislature to dedicate more funding towards restoring Biscayne Bay, which is such a vital natural resource in our community.

To address the challenges posed by climate change in our water-privileged community, it is

imperative to implement adaptive and proactive measures. The NBV100 initiatives prepare for further environmental changes through three stages: Created in water, Thriving with water, and Protected from water. The proposed resolution advocates for additional funding and supports the well-being of Biscayne Bay in the best interests and welfare of North Bay Village residents.

Approval of the item will promote the Pillar of Resilience.

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.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution- Biscayne Bay Improv. Grant .DOCX

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING THE FLORIDA LEGISLATURE TO INCREASE AND DEDICATE FUNDING FOR THE BISCAYNE BAY WATER QUALITY IMPROVEMENT GRANT PROGRAM; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is committed to environmental conscientiousness, and declares that it is in the interest of the public health, safety, and welfare of its residents and visitors to reduce litter and pollutants on the lands and in and around the waters of the Village; and

WHEREAS, Biscayne Bay is a critical and irreplaceable component of the environment, culture, and economy of the Village, Miami-Dade County, and the State of Florida; and

WHEREAS, Biscayne Bay has experienced negative environmental events in recent years, including, but not limited to, seagrass die-offs, fish kills, and coral bleaching, which indicate Biscayne Bay's health is in a precarious state and urgently needs to be protected; and

WHEREAS, the Florida Legislature appropriated $20,000,000.00 to fund the Biscayne Bay Water Quality Improvement Program (the "Program") to protect and improve the water quality of Biscayne Bay in Fiscal Year 2023-24; and

WHEREAS, increased and continued funding is urgently needed to increase the rate of water quality improvement projects and improve Biscayne Bay's health in Fiscal Year 2024-25 and future fiscal years; and

WHEREAS, the Village Commission urges the Florida Legislature to provide increased funding and a dedicated funding source for the Program in Fiscal Year 2024-25 and in future fiscal years; and

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

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

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

Section 2. Urging. That the Village Commission hereby urges the Florida Legislature to provide increased funding and a dedicated funding source for the Program in Fiscal Year 2024-25 and in future fiscal years.

Section 3. Transmittal. That the Village Clerk is directed to transmit a copy of this Resolution to Governor Ron DeSantis and the Miami-Dade County State Legislative Delegation.

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 9th day of November, 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

ITEM NO. 10.C

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: **A Resolution Approving a Budget Amendment of $31,200 for the Allocation and Transfer of Non-Budgeted Appropriations from State Forfeiture Funds - *Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO ALLOCATE STATE FORFEITURE FUNDS FOR TRAVEL TO THE 2023 INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) CONFERENCES AND MEETINGS AND IACP COMMAND SCHOOL EDUCATION AND TRAINING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation: Approve the resolution to amend the 2023-2024 Fiscal Year Budget to appropriate the funds as detailed in Exhibit "A"

BACKGROUND AND ANALYSIS

The Police Department Administration has embarked on a succession plan for the next generation of law enforcement leaders within the agency that will continue to advance the Department as it continues to evolve. To achieve this goal, all of our Sergeants have been successfully admitted to prestigious Command Officer Schools. Striving to maintain its tenets of fiscal responsibility, the Police Department Administration has assessed and confirmed that the use of State Forfeiture Funds is the best application to pay for the significant investment that these Command Schools represent. These funds will cover expenses related to registration and travel to essential conferences, including the annual IACP meeting.

This use of funds ensures the continuing progression of the agency, in a cost-neutral manner

that will not impact our community members' tax rates/dollars. In accordance with §35.21 of the Village Code, Village staff is requesting approval of the attached Budget Amendment for the Appropriation of General and Forfeiture Fund Balances to the attached Police Department Expenditure Accounts.

The budget breakdown is as follows:
*Travel, Conference & Meetings (105.21.521.5340): $20,925;
*Education & Training (105.21.521.5500): $10,275.

Approval of this item will promote the Livability Pillar of the NBV100 Plan.

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.)
Appropriate State Forfeiture Funds in the amount of $ 31,200 for Police Department Expenditures.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution -Budget Amendment -PD Training.DOCX
Exhibit A - Budget Amendment.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO ALLOCATE STATE FORFEITURE FUNDS FOR TRAVEL TO THE 2023 INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) CONFERENCES AND MEETINGS AND IACP COMMAND SCHOOL EDUCATION AND TRAINING; 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 9th day of November, 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

Budget Amendment Form

Department	Police Department	Date	11/9/2023
Fund(s) to be changed: Forfeiture Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
105.00.389.3890	Appropriation of Fund Balance	$ -	$ 31,200.00
105.21.521.5340	Travel, Conference & Meetings-2023 IACP Conference (hotel/airfare),Command School (hotel)	$ 20,925.00	
105.21.521.5500	Education & Training-2023 IACP Conference Registration, Command School Registration	$ 10,275.00	
TOTAL (Columns must be equal)		**$ 31,200.00**	**$ 31,200.00**

Description:

Appropriate fund balance in the amount of $31,200 in the Forfeiture Fund for Police Department expenditures.

ITEM NO. 10.D

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Samuel Bejar, Deputy Chief of Police

SPONSORED BY:

SUBJECT: **A Resolution Approving FIBRS Implementation Assistance Program Grant No. 2021-FBSFA-F2-044 with FDLE, Accepting Supplemental Grant Award in the Amount of $7,706.60 and Amending the Fiscal Year 2023-24 Budget Related to Grant Adjustments - *Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING FIBRS IMPLEMENTATION ASSISTANCE PROGRAM GRANT NO. 2021-FBSFA-F2-044 WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) AND RELATED GRANT ADJUSTMENTS; ACCEPTING A SUPPLEMENTAL GRANT AWARD RELATING TO THE SAME; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the resolution accepting the supplemental grant award and allow the allocation of the item as Revenue into the appropriate GL account line item in correspondence with the budget amendment.

BACKGROUND AND ANALYSIS

The North Bay Village Police Department is committed to providing public safety excellence through efficient and effective services, designed to deter crime and disorder. Through fiscally responsible, proactive, and comprehensive strategies, we work to maximize our community's quality of life and create the safest environment possible. To fulfill this mission, it is imperative to equip our Police Officers with modern and reliable equipment, enabling them to continue delivering exceptional public safety services to the North Bay Village community.

The laptop fleet was outdated, with some units being over eight (8) years old, well beyond their expected lifespan. Simultaneously, the Florida Department of Law Enforcement has overhauled its Crime Statistic (UCR) reporting program and mandated all reporting agencies, including North Bay Village, to transition to the new Florida Incident-Based Reporting System (FIBRS).

In response to the IBRS implementation, the North Bay Village Police Department applied for, and was awarded, a grant from the Florida Department of Law Enforcement (FDLE) FIBRS implementation program in the amount of $41,292.40 (Grant 2021-FBSFA-F2-044) to replace our obsolete laptop fleet. Subsequently, FDLE issued a supplemental award in the amount of $7,707.60 (for a total of $49,000.00) and extended the Grant period of performance.

All purchases made pursuant to this Grant Award are executed pursuant to §36.25 of the Village Code.

As this grant represents additional revenue, authority from the Commission is needed to accept the additional funds awarded and allocate them to the appropriate GL account item. The acceptance of these additional funds and the public safety benefits derived from them is in the best interest and welfare of the Village and the individuals it serves on a daily basis.

Approval of this item supports the Pillar of Efficiency.

Efficiency

North Bay Village seeks to minimize the wasting of materials, energy, effort, money, and time in doing something or in producing a desired result.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
In the Grant Fund - Increase FDLE FIBR Grant revenue (101.00.337.3370) and Machinery & Equipment (101.21.521.6430) by $7,707.60.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - FDLE Grant and Supplem. -Budget Amendment.DOCX
Exhibit A - Grant Agreement.pdf
Exhibit B - Budget Amendment -FIBRS Grant .pdf
North Bay Village FIBRS Supplemental Award Letter.pdf
Grant Award Letter.pdf
Grant Extension Letter - Adjustment No. 2.pdf

North Bay Village PD SFA21 GAN 1.pdf
North Bay Village PD SFA21 GAN 3 - signed.pdf
North_Bay_Village_PD_SFA21_-signed-re.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING FIBRS IMPLEMENTATION ASSISTANCE PROGRAM GRANT NO. 2021-FBSFA-F2-044 WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) AND RELATED GRANT ADJUSTMENTS; ACCEPTING A SUPPLEMENTAL GRANT AWARD RELATING TO THE SAME; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village (the "Village") Police Department is committed to providing public safety excellence through efficient and effective services; and

WHEREAS, the Florida Department of Law Enforcement ("FDLE") has overhauled their Crime Statistic (UCR) reporting program and mandated that all reporting agencies, including the Village, ensure their systems comply the new Florida Incident-Based Reporting System ("FIBRS"); and

WHEREAS, on January 5, 2022, FDLE awarded the Village a FIBRS Implementation Assistance Program Grant (the "Grant") to fund the purchase of 22 police laptops necessary to ensure Village police equipment is FIBRS compatible; and

WHEREAS, the Village has entered into Grant Agreement No. 2021-FBSFA-F2-044 (as amended by Adjustments No. 1 and 2) (collectively, the "Agreement") with the FDLE in the amount of $41,292.40, which Agreement is attached hereto as Composite Exhibit "A"; and

WHEREAS, FDLE has awarded the Village a Supplemental Grant to increase Grant funding in the amount of $7,707.60, for a total Grant award of $49,000.00, and extend the period for performance; and

WHEREAS, the Village desires to approve the Agreement attached hereto as Composite Exhibit "A," and accept the Supplemental Grant; 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, 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 attached hereto as Composite Exhibit "A."

Section 3. Acceptance. That the Village Commission hereby accepts the Supplemental Grant from FDLE in the amount of $7,707.60, for a total Grant award of $49,000.00.

Section 4. Authorization. That the Village Commission authorizes the Village Manager to execute any necessary agreements, amendments, and documents associated with the Agreement and the Supplemental Grant, subject to approval by the Village Attorney as to form, content, and legal sufficiency, and take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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 "B" attached hereto and incorporated herein.

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 9th day of November, 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

State of Florida
Criminal Justice Information Services
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

GRANT AWARD

Recipient: North Bay Village Police Department

Grant Period: From: 7/1/2021 To: 6/30/2022

Project Title: FY 21/22 FIBRS IMPLEMENTATION ASSISTANCE PROGRAM: SUPPORT FOR LOCAL LAW ENFORCEMENT AGENCIES

Grant Number: 2021-FBSFA-F2-044

Awarded Funds: $41,292.40

CSFA Catalog Number: 71.043

This agreement is entered into by and between the Florida Department of Law Enforcement (FDLE) and Recipient shown above, and

WHEREAS the Department pursuant to Fiscal Years 2019-2020, 2020-2021, and 2021-2022 General Appropriations Act 2500 has authority to distribute approximately 6 million dollars supporting local agencies' efforts in transitioning to incident-based crime data reporting. FDLE's Florida Incident-Based Reporting System (FIBRS) repository will receive and process the data submitted by local agencies and report it to the Federal Bureau of Investigation and

WHEREAS the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services, and

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of funds and/or termination of the project, as specified within the terms of the agreement and 215.97 F.S.

Scope of Work

The Recipient must meet the requirements of quantifiable units of deliverables and scope of work as identified in the approved budget for the grant award to the Recipient referenced in this Agreement, in conjunction with the goals and requirements of the FY21/22 FIBRS Implementation Assistance funding.

Project Deliverables

Funds provided under this award shall be used for the purposes and types of expenses set forth in the FIBRS Implementation Funding Opportunity (i.e. the program announcement), alongside state and local requirements, and pursuant to the approved application, budget, etc., submitted by the Recipient and FDLE, and any related amendments.

Total payments for all deliverables will not exceed the maximum grant award amount of $41,292.40.

The Recipient may invoice the Department for reimbursement under the grant on a monthly basis. The maximum allowable reimbursable amount shall be $41,292.40. Reimbursements to the Recipient will be limited to actual, allowable expenses documented and submitted to the Department. All invoices, receiving documentation, purchase orders, 3rd party agreements, any scopes of work, etc. and copies of checks must be submitted to the Department by the Recipient with related reimbursement requests. The Recipient shall make supporting documentation available upon request, to comply with state grant documentation requirements and/or audits. Minimum performance for contracted providers and deliverables is to be documented in the contractual agreement between the Recipient and the provider and overseen by Department staff.

Florida requires the use of the Florida Single Audit Act Checklist for Nonstate Organizations form (DFS-A2-NS) for recipients and subrecipients. Agencies with amounts authorized in the Contractual Services Budget Category must complete this form. A copy is attached as Exhibit 1.

Deliverable 1 - Overtime	Recipient will use funds to pay a portion of overtime costs for those working in support of the FIBRS project as outlined in the agency's grant application and Appendix B - Budget Narrative “Overtime”.
Minimum Performance Criteria:	Personnel working on the project will be paid a rate consistent with the Recipient's compensation and pay policy, documented through personnel records and timesheets.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for overtime could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately $358.88

Deliverable 2 – Expenses (Supplies)	Recipient will use grant funds to purchase equipment and supplies as outlined in the agency's grant application and Appendix B - Budget Narrative “Expenses (Supplies)”.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for equipment & supplies could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately $39,933.52

Deliverable 3 – Training	Recipient will use grant funds to pay registration fees for members to attend specialized training as outlined in the agency's grant application and Appendix B - Budget Narrative “Other Costs”.
Minimum Performance Criteria:	Personnel will complete FIBRS related training documented through attendance or certificates of completion, invoices, registration fee and payment receipts.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for training costs and proof of attendance result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately $1,000.00

Performance Reports

Recipient shall provide monthly Performance Reports to the Department attesting to the progress towards deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due fifteen (15) days after the end of each reporting period. (Example: If the reporting period

is July 1-31, the Performance Report is due August 15th.) A Performance Report template is attached as Exhibit 2.

Recipient will respond to the questions listed below in the monthly Performance Reports. Information provided by the Recipient will be used by the Department for processing payments, verifying deliverables, and to compile reports on project progress to the Legislature and Executive Office of the Governor.

Performance Reports must address and/or contain the following:

1. Provide a narrative describing the activities and accomplishments achieved during the reporting period.

2. Provide a summary report of activities completed and status addressing the deliverables in the scope of work.

3. Describe any progress or barriers encountered related to achieving those goals during the reporting period and how these obstacles will impact the successful completion of the project.

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, invoices, performance reports and status reports.

Payments to the Recipient (including payments under future awards) may be withheld, or other related requirements may be imposed, if required information and reports are not submitted within the specified time periods.

Payment Requirements & Financial Claim Reports

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

This is a cost reimbursement agreement. 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(s) and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and 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.

Claim Reports shall validate the receipt of goods and services and verify the Recipient's compliance with 69I-40.002, F.A.C. All expenditures for state financial assistance must comply with the Reference Guide for State Expenditures published by the Florida Department of Financial Services. 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.

The Department will reimburse the Recipient for allowable expenditures incurred during the eligible reporting period according to the terms and conditions, subject to the availability of funds and satisfactory performance of all terms by the Recipient.

Recipient shall provide monthly Claim Reports to the Department due thirty (30) days after the end of each reporting period. A Claim Report template is attached as Exhibit 3. All Claim Reports must be approved and signed by the Recipient's chief financial official and include a certification that costs claimed are true and valid costs incurred in accordance with the agreement.

The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Using the forms provided in conjunction with this agreement, Claim Reports 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 specified in the agreement. Deliverables must be received and accepted prior to payment and are subject to subsequent audit and review to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final claim for payment shall be submitted to the Department no more than thirty (30) days after the end date of the grant. Any payment due under the terms of this agreement may be withheld until performance of services and all reports due from the Recipient and necessary adjustments have been approved by the Department. Before the final payment will be processed, the Recipient shall submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with these provisions shall result in forfeiture of reimbursement.

Appendix A: Administration

Changes to the following points of contact and chief officials below must be submitted to the FDLE grant manager within the CJIS Director's Office in writing at CJISFunding@fdle.state.fl.us.

Chief Official	
Name	RALPH ROSADO, PhD, AICP
Title	VILLAGE MANAGER
Address	1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Phone	305-978-6700
Email	RROSADO@NBVILLAGE.COM

Programmatic Contact	
Name	ROBERT MILLER
Title	COMM CENTER SUPERVISOR
Address	1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Phone	305-758-2626 EXT 54
Email	RMILLER@NBVILLAGE.COM

Contract/Grant Manager	
Name	LAKEESHA MORRIS-MOREAU
Title	GRANT MANAGER
Address	1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Phone	786-232-0771
Email	INFO@BELLTOWERGROUP.ORG

Chief Financial Officer	
Name	ANGELA ATKINSON
Title	FINANCE DIRECTOR
Address	1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Phone	305-756-7171
Email	AATKINSON@NBVILLAGE.COM

Official Payee	
Agency	North Bay Village
Address	1666 Kennedy Causeway Suite 300 North Bay Village, FL 33141
Phone	(305) 756-7171 ext. 71
Email	ssiefken@nbvillage.com
FEID#	59-6000388

Appendix B: Budget

The following describes the proposed budget for the project. All amounts noted in the below budget are estimates based on preliminary quotes or prior program activities. Deviations from this budget that exceed 10% of the total amount in any budget category must be approved by FDLE CJIS Director's Office in writing prior to payment. Requests for amendments must be submitted to the FDLE grant manager within the CJIS Director's Office in writing at CJISFunding@fdle.state.fl.us.

Budget Category	Total
A. Overtime	$358.88
B. Travel	$0.00
C. Equipment (OCO)	$0.00
D. Expenses (Supplies)	$39,933.52
E. Contractual Services & Subcontracts	$0.00
F. Other Costs	$1,000.00
TOTAL	**$41,292.40**

Budget Narrative:

A. Personnel (Overtime)

Recipient will use grant funds as overtime for members to train on FIBRS and for FIBRS data entry.

- 1 Police Officer at $41.58 per hour for 4 hours = $166.32
- 1 Police Officer at $48.14 per hour for 4 hours = $192.56

B. Travel

C. Equipment (Operating/Fixed Capital Outlay)

D. Expenses (Supplies)

Recipient will use grant funds to purchase laptops needed for FIBRS implementation.

- 22 Laptops at $1,815.16 each = $39,933.52

E. Contractual Services & Subcontracts

F. Other Costs

Recipient will use grant funds of up to $1,000 for FIBRS training.

Appendix C: Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and completion of the Certificate of Acceptance by the Recipient. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

If a project is not operational within thirty (30) days of the original start date of the award period, 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 sixty (60) days of the original start date of the award period, 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, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

I. PAYMENTS

Overpayments
Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

II. PROJECT AND GRANT MANAGEMENT

Personnel Changes
In the event there is a change in Chief Officials or Project Director for the Recipient or any contact information to include mailing address, phone number, email or title change, the Recipient must notify the FDLE grant manager.

Obligation of Grant Funds
Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. 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. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management
The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

Recipient must have written procedures for procurement transactions.

Travel
Cost for travel shall be reimbursed at the Recipient’s travel rate, but the total per travel voucher shall not exceed rates established in State of Florida Travel Guidelines, s. 112.061, F.S.

Subcontracts
Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained

individuals who meet or exceed any specified training qualifications.

Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments
Recipients must submit a grant adjustment to the FDLE grant manager for major substantive changes such as: scope modifications or changes to project activities, target populations, service providers, implementation schedules, project director, 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.

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. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories.

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

Requests for changes to the grant agreement must be signed by the Recipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

III. MANDATORY DISCLOSURES

Conflict of Interest
The Recipient 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 the Department.

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 grant award.

Convicted Vendors
The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in s. 287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists
If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors
The Recipient shall disclose to the Department if it or any of its affiliates, as defined by s. 287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as

a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct
The Recipient must promptly refer to the Department of Law Enforcement, Criminal Justice Information Services any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Restrictions and certifications regarding non-disclosure agreements and related matters
Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if it is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Civil Rights
The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

Lobbying Prohibited
The Recipient shall comply with the provisions of ss. 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Public Records
As required by s. 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in s. 119.011(12), F.S. as prescribed by s. 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Timely Payment of Subcontractors
To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the

subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Legal Authorization
The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Independent Contractor, Subcontracting and Assignments
In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Notice of Legal Actions
The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property
In accordance with s. 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

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 Chapter 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 record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

V. RECORDS, AUDITS AND DATA SECURITY

Records, Retention
Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided,

however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Audits
The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (s. 20.055, F.S.).

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, or thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. This form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Pursuant to s. 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S.. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of ABC for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Rebecca Gardner
Florida Department of Law Enforcement
Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

The Auditor General's Office at:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Monitoring
The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures.

By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General. Failure to cooperate with grant 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, and/or referral to the Office of the Inspector General for audit review.

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.

Recipient's Confidential and Exempt Information
By executing this agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to s. 215.985, F.S.

The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

VI. PENALTIES, TERMINATION, DISPUTE RESOLUTION, LIABILITY AND COMMUNICATION

Financial Penalties for Failure to Take Corrective Action
Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination
The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and s. 119.07(1), F.S.

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

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 Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in s. 768.28, Florida Statutes.

Signatures

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

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

State of Florida
Department of Law Enforcement
Criminal Justice Information Services

Signature: Kristi Southerus Gordon

Typed Name and Title: Kristi Gordon, Deputy Director

Date: Feb 17, 2022

Recipient
North Bay Village Police Department

Signature:

Typed Name and Title: Carlos E. Noriega, Chief of Police

Date: 28 January 2022

North Bay Village PD SFA21 Contract (EXECUTED)

Final Audit Report 2022-02-17

Created:	2022-02-16
By:	Rebecca Gardner (RebeccaGardner@fdle.state.fl.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4gqVR0qcZcRmtNW-9INuD4iWaRRydS6_

"North Bay Village PD SFA21 Contract (EXECUTED)" History

Document created by Rebecca Gardner (RebeccaGardner@fdle.state.fl.us)
2022-02-16 - 10:46:35 PM GMT- IP address: 164.51.230.20

Document emailed to Kristi Gordon (kristigordon@fdle.state.fl.us) for signature
2022-02-16 - 10:47:04 PM GMT

Email viewed by Kristi Gordon (kristigordon@fdle.state.fl.us)
2022-02-17 - 2:18:19 PM GMT- IP address: 164.51.230.18

Document e-signed by Kristi Gordon (kristigordon@fdle.state.fl.us)
Signature Date: 2022-02-17 - 2:18:31 PM GMT - Time Source: server- IP address: 164.51.230.18

Agreement completed.
2022-02-17 - 2:18:31 PM GMT

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
And
North Bay Village Police Department

GRANT ADJUSTMENT NOTICE

RECIPIENT: North Bay Village Police Department

PROJECT TITLE: FY 21/22 FIBRS Implementation Assistance Program

GRANT NUMBER: 2021-FBSFA-F2-044 **ADJUSTMENT NUMBER:** 1

NATURE OF ADJUSTMENT: Revise Budget

TO RECIPIENT:

Pursuant to your request of 02/17/2022, the following change, amendment, or adjustment in the above grant project is approved subject to such conditions or limitations as may be set forth below:

Authorized Official
Rebecca Gardner
Senior Management Analyst Supervisor

02/17/22
Date

The following revised budget is approved:

Budget Category	Current Approved	Difference	New Approved Budget
A. Personnel (Salaries/Overtime)	358.88	-358.88	0
B. Fringe Benefits			0
C. Expenses (Travel)			0
D. Expenses (Supplies)			0
E. Equipment (Capital Outlay)	39933.52	1358.88	41292.399999999994
F. Construction			0
G. Subawards/Subgrants			0
H. Procurement Contracts			0
I. Other Costs	1000	-1000.00	0
New Approved	399999999994	0	41292.4

The original award amounts for Personnel and Other Costs are being reallocated to Equipment due to a quote increase for the laptops needed for FIBRS implementation.

Samuel Bejar

From: Robert Miller
Sent: Wednesday, February 22, 2023 12:46 PM
To: Samuel Bejar
Subject: FW: Extension 2021-FBSFA-F2-044 North Bay Village PD
Attachments: GAN#2 2021-FBSFA-F2-044 North Bay Village PD.pdf

As requested

From: CJIS Funding [mailto:CJISFunding@fdle.state.fl.us]
Sent: Tuesday, June 14, 2022 8:27 PM
To: Robert Miller <rmiller@nbvillage.com>
Cc: CJIS Funding <CJISFunding@fdle.state.fl.us>
Subject: Extension 2021-FBSFA-F2-044 North Bay Village PD

Good Evening,

Please find the attached extension for the above mentioned grant. This grant has been extended until June 30, 2023. If you have any questions, please let us know.

Thank you,
Jennifer

ADJUSTMENT #2 TO GRANT NUMBER 2021-FBSFA-F2-044

WHEREAS the Florida Department of Law Enforcement, hereafter referred to as "FDLE," and the NORTH BAY VILLAGE POLICE DEPARTMENT, hereafter referred to as "Recipient," entered into Grant 2021-FBSFA-F2-044, dated February 17, 2022; and

WHEREAS the Parties to Grant 2021-FBSFA-F2-044 agree that all provisions of that Grant and all Adjustments should remain in full force and effect except those amended hereby;

NOW, THEREFORE, in consideration of the mutual recognition of the Parties that the adjustments herein proposed will promote the efficient and effective performance of the contractual requirements, the above-referenced Grant is amended as follows:

1. **Grant Period** is amended to extend the end date of this grant to June 30, 2023, contingent upon confirmation of funding under 216.301(2)(a), F.S.

State of Florida
Department of Law Enforcement
Criminal Justice Information Services

Signature: Jennifer Miller

Typed Name and Title: Jennifer Miller, Bureau Chief

Date: 6/14/22

SECTION 95. The sum of $10 million from the General Revenue Fund appropriated to the Justice Administrative Commission in Specific Appropriations 745, 749, and 750 of chapter 2021-36, Laws of Florida, for due process costs, shall revert and is appropriated to thecommission for Fiscal Year 2022-2023 for the same purpose.

SECTION 96. The unexpended balance of funds from the General RevenueFund appropriated to the Justice Administrative Commission in Specific Appropriations 744 and 751 of chapter 2021-36, Laws of Florida, for due process costs, shall revert and is appropriated to the commission for Fiscal Year 2022-2023 for the same purposes.

SECTION 97. The unexpended balance of funds from the General RevenueFund provided to the Department of Juvenile Justice in SpecificAppropriation 1140 of chapter 2021-36, Laws of Florida, shall revert andis appropriated to the department for Fiscal Year 2022-2023 for the samepurpose.

SECTION 98. The unexpended balance of funds provided to the Florida Department of Law Enforcement in section 82 of chapter 2021-36, Laws of Florida, for implementation of the Coronavirus Emergency Supplemental Funding grant, shall revert and is appropriated to the department for Fiscal Year 2022-2023 for the same purpose.

SECTION 99. The unexpended balance of funds provided to the Florida Department of Law Enforcement in Specific Appropriation 1244 of chapter 2021-36, Laws of Florida, for the Hillsborough County Sheriff's Office Port Tampa Bay Safe Boat, shall revert and is appropriated for FiscalYear 2022-2023 to the department for the Hillsborough County Sheriff'sOffice Port Tampa Bay Safe Boat (HB 9147).

SECTION 100. The unexpended balance of funds provided to the Florida Department of Law Enforcement in Specific Appropriation 1268 of chapter 2021-36, Laws of Florida, to provide assistance funds to reportingentities to modify existing systems to be compliant with the FloridaIncident Based Reporting System, shall revert and is appropriated to the department for Fiscal Year 2022-2023 for the same purpose.

SECTION 101. The unexpended balance of funds provided to the Department of Legal Affairs in Specific Appropriation 1318 and section 87 ofchapter 2021-36, Laws of Florida, for the Agency-wide InformationTechnology Modernization Program, shall revert and is appropriated tothe department for Fiscal Year 2022-2023 for the same purpose.

SECTION 102. There is hereby appropriated for Fiscal Year 2021-2022, $250,000 in nonrecurring funds from the General Revenue Fund to theFlorida Elections Commission within the Department of Legal Affairs forcurrent year expenditures related to outside legal counsel costs. Thissection shall take effect upon becoming a law.

SECTION 103. The unexpended balance of funds from the State CourtsRevenue Trust Fund provided to the State Courts System in SpecificAppropriations 3125, 3126, and 3129 of chapter 2021-36, Laws of Florida,shall revert and is appropriated to the State Courts System for FiscalYear 2022-2023 for the same purpose.

SECTION 104. The nonrecurring sum of $1,500,000 from the Federal Grants Trust Fund is appropriated to the Department of Agriculture and Consumer Services for Fiscal Year 2021-2022 for Specialty Crop Block Grants. This section is effective upon becoming a law.

SECTION 105. The sum of $76,871,320 in nonrecurring funds from theGeneral Revenue Fund is appropriated in Fiscal Year 2021-2022 for theDepartment of Agriculture and Consumer Services to make full and finalpayment on all amounts due under the Class Action Settlement Agreementdated January 10-11, 2022, inclusive of full compensation, prejudgmentinterest, attorneys' fees, costs, and expenses, and all fees and costsassociated with approval and administration of the Settlement, in thelawsuit brought against the Department of Agriculture and ConsumerServices in the case of In re Citrus Canker Litigation, Case No. 03-8255CA 13 (11th Judicial Circuit in and for Miami-Dade County, Florida) (the"Lawsuit"). Release of the funds is contingent upon entry of an OrderGranting Final Approval to Class Action Settlement Agreement (the "FinalApproval Order") in the Lawsuit that has become final because the timefor seeking rehearing or appellate review of the Final Approval Orderhas expired and no rehearing or appellate review has been filed or, ifrehearing and/or appellate review of the Final Approval Order has beenfiled, the Settlement and Final Approval Order are affirmed withoutmaterial change, no other appeal or petition for rehearing or review is

Budget Amendment Form

Department	Police Department	Date	11/9/2023
Fund(s) to be changed: Grant Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
101.21.521.6430	Machinery & Equipment	$ 7,707.60	
101.00.337.3370	FDLE FIBR Grant		$ 7,707.60
TOTAL (Columns must be equal)		**$ 7,707.60**	**$ 7,707.60**

Description:

Supplemental Award for FDLE FIBR Grant#2021-FBSF-F2-044. FY24

FDLE

Florida Department of Law Enforcement

J. Mark Glass
Commissioner

Business Support
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7000
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

May 30, 2023

Mr. Ralph Rosado
Village Manager
North Bay Village Police Department
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

Dear Mr. Rosado:

The Florida Department of Law Enforcement (FDLE) previously awarded the North Bay Village Police Department a grant for State Financial Assistance in the amount of $41,292.40 for the project entitled, Florida Incident-Based Reporting System (FIBRS) Implementation. FDLE is now issuing a supplemental award in the amount of $7,707.60, for a total of $49,000.00.

This award is approved for a single non-recurring grant. Funding is allocated for the state fiscal years 2021-2022 and 2022-2023, with the grant period beginning July 1, 2021 and ending June 30, 2023. The amount awarded will only fund the categories and items outlined in the Grant Award.

Information from grant awards and performance reports are provided to the Legislature and Governor's Office, as well as to the Department of Financial Services (DFS) via the Florida Accountability Contract Tracking System (FACTS). This grant agreement, all corresponding information, and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida. Please be aware, in the event your agency's submission contains confidential and/or exempt information prohibited from public dissemination under Florida's Public Records Law, Chapter 119, Florida Statutes, your organization bears the responsibility for applying proper redactions. Otherwise, any and all records submitted may be released without redactions.

Should your agency opt to decline the grant award, in whole or in part, notification should be made to the Office of Planning and Budgeting Bureau Chief on agency letterhead. The notification should be emailed to CJISFunding@fdle.state.fl.us in a timely manner.

We look forward to working with you on this project. Please contact your grant manager Emma Preziosa at (850) 410-7407 if you have any questions or we can be of further assistance.

Sincerely,

Jennifer Miller

Jennifer Miller
Bureau Chief

JLM/ep

FDLE

Florida Department of Law Enforcement

Richard L. Swearingen
Commissioner

Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7100
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Nikki Fried, *Commissioner of Agriculture*

January 5, 2022

Mr. Carlos Noriega
Chief
North Bay Village Police Department
1666 79th St Causeway, Suite 300
North Bay Village, Florida 33141

Re: 2021-FBSFA-F2-044

Dear Chief Noriega:

The Florida Department of Law Enforcement (FDLE) is pleased to award the North Bay Village Police Department a grant for State Financial Assistance in the amount of $41,292.40 for the project entitled, Florida Incident-Based Reporting System (FIBRS) Implementation.

This award is approved for a single non-recurring grant. Funding is allocated for the state fiscal year 2021-2022, with the grant period beginning July 1, 2021 and ending June 30, 2022. The amount awarded will only fund the categories and items outlined in the Grant Award. A copy of the approved award with the grant number, standard conditions, the financial claim report template, and the performance report template will be forthcoming in the coming weeks.

Information from grant awards and performance reports are provided to the Legislature and Governor's Office, as well as to the Department of Financial Services (DFS) via the Florida Accountability Contract Tracking System (FACTS). The grant agreement, all corresponding information, and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida. Please be aware, in the event your agency's submission contains confidential and/or exempt information prohibited from public dissemination under Florida's Public Records Law, Chapter 119, Florida Statutes, your organization bears the responsibility for applying proper redactions. Otherwise, any and all records submitted may be released without redactions.

Should your agency opt to decline the grant award, in whole or in part, notification should be made to the Criminal Justice Information Services (CJIS) Deputy Director on agency letterhead. The notification should be emailed to CJISFunding@fdle.state.fl.us no later than March 1, 2022.

We look forward to working with you on this project. Please contact Rebecca Gardner at (850) 410-7100 if you have any questions or we can be of further assistance.

Sincerely,

Kristi Gordon
Deputy Director

KG/rtv

Samuel Bejar

From: Robert Miller
Sent: Wednesday, February 22, 2023 12:46 PM
To: Samuel Bejar
Subject: FW: Extension 2021-FBSFA-F2-044 North Bay Village PD
Attachments: GAN#2 2021-FBSFA-F2-044 North Bay Village PD.pdf

As requested

From: CJIS Funding [mailto:CJISFunding@fdle.state.fl.us]
Sent: Tuesday, June 14, 2022 8:27 PM
To: Robert Miller <rmiller@nbvillage.com>
Cc: CJIS Funding <CJISFunding@fdle.state.fl.us>
Subject: Extension 2021-FBSFA-F2-044 North Bay Village PD

Good Evening,

Please find the attached extension for the above mentioned grant. This grant has been extended until June 30, 2023. If you have any questions, please let us know.

Thank you,
Jennifer

ADJUSTMENT #2 TO GRANT NUMBER 2021-FBSFA-F2-044

WHEREAS the Florida Department of Law Enforcement, hereafter referred to as "FDLE," and the NORTH BAY VILLAGE POLICE DEPARTMENT, hereafter referred to as "Recipient," entered into Grant 2021-FBSFA-F2-044, dated February 17, 2022; and

WHEREAS the Parties to Grant 2021-FBSFA-F2-044 agree that all provisions of that Grant and all Adjustments should remain in full force and effect except those amended hereby;

NOW, THEREFORE, in consideration of the mutual recognition of the Parties that the adjustments herein proposed will promote the efficient and effective performance of the contractual requirements, the above-referenced Grant is amended as follows:

1. **Grant Period** is amended to extend the end date of this grant to June 30, 2023, contingent upon confirmation of funding under 216.301(2)(a), F.S.

State of Florida
Department of Law Enforcement
Criminal Justice Information Services

Signature: Jennifer Miller

Typed Name and Title: Jennifer Miller, Bureau Chief

Date: 6/14/22

SECTION 95. The sum of $10 million from the General Revenue Fund appropriated to the Justice Administrative Commission in Specific Appropriations 745, 749, and 750 of chapter 2021-36, Laws of Florida,for due process costs, shall revert and is appropriated to thecommission for Fiscal Year 2022-2023 for the same purpose.

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SECTION 105. The sum of $76,871,320 in nonrecurring funds from theGeneral Revenue Fund is appropriated in Fiscal Year 2021-2022 for theDepartment of Agriculture and Consumer Services to make full and finalpayment on all amounts due under the Class Action Settlement Agreementdated January 10-11, 2022, inclusive of full compensation, prejudgmentinterest, attorneys' fees, costs, and expenses, and all fees and costsassociated with approval and administration of the Settlement, in thelawsuit brought against the Department of Agriculture and ConsumerServices in the case of In re Citrus Canker Litigation, Case No. 03-8255CA 13 (11th Judicial Circuit in and for Miami-Dade County, Florida) (the"Lawsuit"). Release of the funds is contingent upon entry of an OrderGranting Final Approval to Class Action Settlement Agreement (the "FinalApproval Order") in the Lawsuit that has become final because the timefor seeking rehearing or appellate review of the Final Approval Orderhas expired and no rehearing or appellate review has been filed or, ifrehearing and/or appellate review of the Final Approval Order has beenfiled, the Settlement and Final Approval Order are affirmed withoutmaterial change, no other appeal or petition for rehearing or review is

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
And
North Bay Village Police Department

GRANT ADJUSTMENT NOTICE

RECIPIENT: North Bay Village Police Department

PROJECT TITLE: FY 21/22 FIBRS Implementation Assistance Program

GRANT NUMBER: 2021-FBSFA-F2-044 **ADJUSTMENT NUMBER:** 1

NATURE OF ADJUSTMENT: Revise Budget

TO RECIPIENT:

Pursuant to your request of 02/17/2022, the following change, amendment, or adjustment in the above grant project is approved subject to such conditions or limitations as may be set forth below:

John F Pulice Digitally signed by John F Pulice Date: 2023.07.03 11:57:08 -04'00'

Authorized Official
Rebecca Gardner
Senior Management Analyst Supervisor

02/17/22
Date

The following revised budget is approved:

Budget Category	Current Approved	Difference	New Approved Budget
A. Personnel (Salaries/Overtime)	358.88	-358.88	0
B. Fringe Benefits			0
C. Expenses (Travel)			0
D. Expenses (Supplies)			0
E. Equipment (Capital Outlay)	39933.52	1358.88	41292.399999999994
F. Construction			0
G. Subawards/Subgrants			0
H. Procurement Contracts			0
I. Other Costs	1000	-1000.00	0
New Approved	399999999994	0	41292.4

The original award amounts for Personnel and Other Costs are being reallocated to Equipment due to a quote increase for the laptops needed for FIBRS implementation.

State of Florida
Criminal Justice Information Services
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

GRANT ADJUSTMENT 3

Recipient:	North Bay Village Police Department
Grant Period:	From: 7/1/2021 To: 6/30/2023
Project Title:	FY 21/22 FIBRS IMPLEMENTATION ASSISTANCE PROGRAM: SUPPORT FOR LOCAL LAW ENFORCEMENT AGENCIES
Grant Number:	2021-FBSFA-F2-044
Awarded Funds:	$49,000.00
CSFA Catalog Number:	71.043

This agreement is entered into by and between the Florida Department of Law Enforcement (FDLE) and Recipient shown above, and

WHEREAS the Department pursuant to Fiscal Years 2019-2020, 2020-2021, and 2021-2022 General Appropriations Act 2500 has authority to distribute approximately 6 million dollars supporting local agencies' efforts in transitioning to incident-based crime data reporting. FDLE's Florida Incident-Based Reporting System (FIBRS) repository will receive and process the data submitted by local agencies and report it to the Federal Bureau of Investigation and

WHEREAS the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services, and

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of funds and/or termination of the project, as specified within the terms of the agreement and 215.97 F.S.

Scope of Work

The Recipient will use grant funding to transition to the technological requirements of the FIBRS Project. Funds will be used to purchase supplies necessary to meet minimum standards to support FIBRS implementation and reporting software.

Project Deliverables

Funds provided under this award shall be used for the purposes and types of expenses set forth in the FIBRS Implementation Funding Opportunity (i.e. the program announcement), alongside state and local requirements, and pursuant to the approved application, budget, etc., submitted by the Recipient and FDLE, and any related amendments.

Total payments for all deliverables will not exceed the maximum grant award amount of $49,000.00.

The Recipient may invoice the Department for reimbursement under the grant on a monthly basis. The maximum allowable reimbursable amount shall be $49,000.00. Reimbursements to the Recipient will be limited to actual, allowable expenses documented and submitted to the Department. All invoices, receiving documentation, purchase orders, 3rd party agreements, any scopes of work, etc. and copies of checks must be submitted to the Department by the Recipient with related reimbursement requests. The Recipient shall make supporting documentation available upon request, to comply with state grant documentation requirements and/or audits. Minimum performance for contracted providers and deliverables is to be documented in the contractual agreement between the Recipient and the provider and overseen by Department staff.

Florida requires the use of the Florida Single Audit Act Checklist for Nonstate Organizations form (DFS-A2-NS) for recipients and subrecipients. Agencies with amounts authorized in the Contractual Services Budget Category must complete this form. A copy is attached as Exhibit 1.

Deliverable 1 – Expenses (Supplies)	Recipient will use grant funds to purchase supplies necessary to complete and support the incident-based reporting transition.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for equipment & supplies could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately $49,000.00

Performance Reports

Recipient shall provide monthly Performance Reports to the Department attesting to the progress towards deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due fifteen (15) days after the end of each reporting period. (Example: If the reporting period is July 1-31, the Performance Report is due August 15th.) A Performance Report template is attached as Exhibit 2.

Recipient will respond to the questions listed below in the monthly Performance Reports. Information provided by the Recipient will be used by the Department for processing payments, verifying deliverables, and to compile reports on project progress to the Legislature and Executive Office of the Governor.

Performance Reports must address and/or contain the following:

1. Provide a narrative describing the activities and accomplishments achieved during the reporting period.

2. Provide a summary report of activities completed and status addressing the deliverables in the scope of work.

3. Describe any progress or barriers encountered related to achieving those goals during the reporting period and how these obstacles will impact the successful completion of the project.

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, invoices, performance reports and status reports.

Payments to the Recipient (including payments under future awards) may be withheld, or other related requirements may be imposed, if required information and reports are not submitted within the specified time periods.

Payment Requirements & Financial Claim Reports

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

This is a cost reimbursement agreement. 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(s) and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and 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.

Claim Reports shall validate the receipt of goods and services and verify the Recipient's compliance with 69I-40.002, F.A.C. All expenditures for state financial assistance must comply with the Reference Guide for State Expenditures published by the Florida Department of Financial Services. 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.

The Department will reimburse the Recipient for allowable expenditures incurred during the eligible reporting period according to the terms and conditions, subject to the availability of funds and satisfactory performance of all terms by the Recipient.

Recipient shall provide monthly Claim Reports to the Department due thirty (30) days after the end of each reporting period. A Claim Report template is attached as Exhibit 3. All Claim Reports must be approved and signed by the Recipient's chief financial official and include a certification that costs claimed are true and valid costs incurred in accordance with the agreement.

The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Using the forms provided in conjunction with this agreement, Claim Reports 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 specified in the agreement. Deliverables must be received and accepted prior to payment and are subject to subsequent audit and review to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final claim for payment shall be submitted to the Department no more than thirty (30) days after the end date of the grant. Any payment due under the terms of this agreement may be withheld until performance of services and all reports due from the Recipient and necessary adjustments have been approved by the Department. Before the final payment will be processed, the Recipient shall submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with these provisions shall result in forfeiture of reimbursement.

Appendix A: Administration

Changes to the following points of contact and chief officials below must be submitted to the FDLE grant manager within the CJIS Director's Office in writing at CJISFunding@fdle.state.fl.us.

Chief Official	
Name	RALPH ROSADO, PhD, AICP
Title	VILLAGE MANAGER
Address	1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Phone	305-978-6700
Email	RROSADO@NBVILLAGE.COM

Programmatic Contact	
Name	ROBERT MILLER
Title	COMM CENTER SUPERVISOR
Address	1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Phone	305-758-2626 EXT 54
Email	RMILLER@NBVILLAGE.COM

Contract/Grant Manager	
Name	ANNABELLE RODRIGUEZ
Title	GRANT MANAGER
Address	1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Phone	305-756-7171
Email	ARODRIGUEZ@NBVILLAGE.COM

Chief Financial Officer	
Name	ANGELA ATKINSON
Title	FINANCE DIRECTOR
Address	1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Phone	305-756-7171
Email	AATKINSON@NBVILLAGE.COM

Official Payee	
Agency	
Address	
Phone	
Email	
FEID#	59-6000388

Appendix B: Budget

The following describes the proposed budget for the project. All amounts noted in the below budget are estimates based on preliminary quotes or prior program activities. Deviations from this budget that exceed 10% of the total amount in any budget category must be approved by FDLE in writing prior to payment. Requests for amendments must be submitted to the FDLE grant manager at CJISFunding@fdle.state.fl.us.

Budget Category	Total
A. Overtime	$0.00
B. Travel	$0.00
C. Equipment (OCO)	$0.00
D. Expenses (Supplies)	$49,000.00
E. Contractual Services & Subcontracts	$0.00
F. Other Costs	$0.00
TOTAL	**$49,000.00**

Budget Narrative:

A. Personnel (Overtime)

B. Travel

C. Equipment (Operating/Fixed Capital Outlay)

D. Expenses (Supplies)

Recipient will use grant funds to purchase laptops needed for FIBRS implementation.

- Approximately 24 Laptops at various prices between approximately $2,000.00 and $4,300.00 each = $49,000.00

E. Contractual Services & Subcontracts

F. Other Costs

Appendix C: Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and completion of the Certificate of Acceptance by the Recipient. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

If a project is not operational within thirty (30) days of the original start date of the award period, 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 sixty (60) days of the original start date of the award period, 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, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

I. PAYMENTS

Overpayments
Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

II. PROJECT AND GRANT MANAGEMENT

Personnel Changes
In the event there is a change in Chief Officials or Project Director for the Recipient or any contact information to include mailing address, phone number, email or title change, the Recipient must notify the FDLE grant manager.

Obligation of Grant Funds
Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. 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. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management
The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

Recipient must have written procedures for procurement transactions.

Travel
Cost for travel shall be reimbursed at the Recipient's travel rate, but the total per travel voucher shall not exceed rates established in State of Florida Travel Guidelines, s. 112.061, F.S.

Subcontracts
Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained

individuals who meet or exceed any specified training qualifications.

Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments
Recipients must submit a grant adjustment to the FDLE grant manager for major substantive changes such as: scope modifications or changes to project activities, target populations, service providers, implementation schedules, project director, 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.

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. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories.

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

Requests for changes to the grant agreement must be signed by the Recipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

III. MANDATORY DISCLOSURES

Conflict of Interest
The Recipient 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 the Department.

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 grant award.

Convicted Vendors
The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in s. 287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists
If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors
The Recipient shall disclose to the Department if it or any of its affiliates, as defined by s. 287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as

a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct
The Recipient must promptly refer to the Department of Law Enforcement, Criminal Justice Information Services any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Restrictions and certifications regarding non-disclosure agreements and related matters
Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if it is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Civil Rights
The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

Lobbying Prohibited
The Recipient shall comply with the provisions of ss. 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Public Records
As required by s. 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in s. 119.011(12), F.S. as prescribed by s. 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Timely Payment of Subcontractors
To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the

subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Legal Authorization
The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Independent Contractor, Subcontracting and Assignments
In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Notice of Legal Actions
The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property
In accordance with s. 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

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 Chapter 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 record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

V. RECORDS, AUDITS AND DATA SECURITY

Records, Retention
Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided,

however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Audits
The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (s. 20.055, F.S.).

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, or thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. This form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Pursuant to s. 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S.. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of Law Enforcement for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Rebecca Gardner
Florida Department of Law Enforcement
Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

The Auditor General's Office at:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Monitoring
The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures.

By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General. Failure to cooperate with grant 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, and/or referral to the Office of the Inspector General for audit review.

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.

Recipient's Confidential and Exempt Information
By executing this agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to s. 215.985, F.S.

The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

VI. PENALTIES, TERMINATION, DISPUTE RESOLUTION, LIABILITY AND COMMUNICATION

Financial Penalties for Failure to Take Corrective Action

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and s. 119.07(1), F.S.

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

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

Signature:

Email: lcosio@nbvillage.com

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 Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in s. 768.28, Florida Statutes.

Signatures

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

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

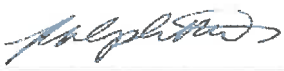
State of Florida
Department of Law Enforcement
Criminal Justice Information Services

Signature: Jennifer Miller

Typed Name and Title: Jennifer Miller, Bureau Chief

Date: 6/12/2023

Recipient
North Bay Village Police Department

Signature: 

Typed Name and Title: Ralph Rosado, Village Manager

Date: 06/16/23

North Bay Village PD SFA21 GAN 3

Final Audit Report 2023-07-12

Created:	2023-07-12
By:	Annabelle Rodriguez (arodriguez@nbvillage.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA83QMKKgRlOfY3yXHv-S1YVkWUXH4nlUD

"North Bay Village PD SFA21 GAN 3" History

Document created by Annabelle Rodriguez (arodriguez@nbvillage.com)
2023-07-12 - 6:36:00 PM GMT- IP address: 216.189.161.151

Document emailed to lcosio@nbvillage.com for signature
2023-07-12 - 6:36:51 PM GMT

Email viewed by lcosio@nbvillage.com
2023-07-12 - 6:37:41 PM GMT- IP address: 12.248.184.226

Signer lcosio@nbvillage.com entered name at signing as Ralph Rosado
2023-07-12 - 6:38:41 PM GMT- IP address: 12.248.184.226

Document e-signed by Ralph Rosado (lcosio@nbvillage.com)
Signature Date: 2023-07-12 - 6:38:43 PM GMT - Time Source: server- IP address: 12.248.184.226

Agreement completed.
2023-07-12 - 6:38:43 PM GMT

State of Florida
Criminal Justice Information Services
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

GRANT AWARD

Recipient:	North Bay Village Police Department
Grant Period:	From: 7/1/2021 To: 6/30/2022
Project Title:	FY 21/22 FIBRS IMPLEMENTATION ASSISTANCE PROGRAM: SUPPORT FOR LOCAL LAW ENFORCEMENT AGENCIES
Grant Number:	2021-FBSFA-F2-044
Awarded Funds:	$41,292.40
CSFA Catalog Number:	71.043

This agreement is entered into by and between the Florida Department of Law Enforcement (FDLE) and Recipient shown above, and

WHEREAS the Department pursuant to Fiscal Years 2019-2020, 2020-2021, and 2021-2022 General Appropriations Act 2500 has authority to distribute approximately 6 million dollars supporting local agencies' efforts in transitioning to incident-based crime data reporting. FDLE's Florida Incident-Based Reporting System (FIBRS) repository will receive and process the data submitted by local agencies and report it to the Federal Bureau of Investigation and

WHEREAS the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services, and

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of funds and/or termination of the project, as specified within the terms of the agreement and 215.97 F.S.

Scope of Work

The Recipient must meet the requirements of quantifiable units of deliverables and scope of work as identified in the approved budget for the grant award to the Recipient referenced in this Agreement, in conjunction with the goals and requirements of the FY21/22 FIBRS Implementation Assistance funding.

Project Deliverables

Funds provided under this award shall be used for the purposes and types of expenses set forth in the FIBRS Implementation Funding Opportunity (i.e. the program announcement), alongside state and local requirements, and pursuant to the approved application, budget, etc., submitted by the Recipient and FDLE, and any related amendments.

Total payments for all deliverables will not exceed the maximum grant award amount of $41,292.40.

The Recipient may invoice the Department for reimbursement under the grant on a monthly basis. The maximum allowable reimbursable amount shall be $41,292.40. Reimbursements to the Recipient will be limited to actual, allowable expenses documented and submitted to the Department. All invoices, receiving documentation, purchase orders, 3rd party agreements, any scopes of work, etc. and copies of checks must be submitted to the Department by the Recipient with related reimbursement requests. The Recipient shall make supporting documentation available upon request, to comply with state grant documentation requirements and/or audits. Minimum performance for contracted providers and deliverables is to be documented in the contractual agreement between the Recipient and the provider and overseen by Department staff.

Florida requires the use of the Florida Single Audit Act Checklist for Nonstate Organizations form (DFS-A2-NS) for recipients and subrecipients. Agencies with amounts authorized in the Contractual Services Budget Category must complete this form. A copy is attached as Exhibit 1.

Deliverable 1 - Overtime	Recipient will use funds to pay a portion of overtime costs for those working in support of the FIBRS project as outlined in the agency's grant application and Appendix B - Budget Narrative “Overtime”.
Minimum Performance Criteria:	Personnel working on the project will be paid a rate consistent with the Recipient's compensation and pay policy, documented through personnel records and timesheets.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for overtime could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately $358.88

Deliverable 2 – Expenses (Supplies)	Recipient will use grant funds to purchase equipment and supplies as outlined in the agency's grant application and Appendix B - Budget Narrative “Expenses (Supplies)”.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for equipment & supplies could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately $39,933.52

Deliverable 3 – Training	Recipient will use grant funds to pay registration fees for members to attend specialized training as outlined in the agency's grant application and Appendix B - Budget Narrative “Other Costs”.
Minimum Performance Criteria:	Personnel will complete FIBRS related training documented through attendance or certificates of completion, invoices, registration fee and payment receipts.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for training costs and proof of attendance result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately $1,000.00

Performance Reports

Recipient shall provide monthly Performance Reports to the Department attesting to the progress towards deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due fifteen (15) days after the end of each reporting period. (Example: If the reporting period

is July 1-31, the Performance Report is due August 15th.) A Performance Report template is attached as Exhibit 2.

Recipient will respond to the questions listed below in the monthly Performance Reports. Information provided by the Recipient will be used by the Department for processing payments, verifying deliverables, and to compile reports on project progress to the Legislature and Executive Office of the Governor.

Performance Reports must address and/or contain the following:

1. Provide a narrative describing the activities and accomplishments achieved during the reporting period.

2. Provide a summary report of activities completed and status addressing the deliverables in the scope of work.

3. Describe any progress or barriers encountered related to achieving those goals during the reporting period and how these obstacles will impact the successful completion of the project.

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, invoices, performance reports and status reports.

Payments to the Recipient (including payments under future awards) may be withheld, or other related requirements may be imposed, if required information and reports are not submitted within the specified time periods.

Payment Requirements & Financial Claim Reports

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

This is a cost reimbursement agreement. 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(s) and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and 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.

Claim Reports shall validate the receipt of goods and services and verify the Recipient's compliance with 69I-40.002, F.A.C. All expenditures for state financial assistance must comply with the Reference Guide for State Expenditures published by the Florida Department of Financial Services. 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.

The Department will reimburse the Recipient for allowable expenditures incurred during the eligible reporting period according to the terms and conditions, subject to the availability of funds and satisfactory performance of all terms by the Recipient.

Recipient shall provide monthly Claim Reports to the Department due thirty (30) days after the end of each reporting period. A Claim Report template is attached as Exhibit 3. All Claim Reports must be approved and signed by the Recipient's chief financial official and include a certification that costs claimed are true and valid costs incurred in accordance with the agreement.

The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Using the forms provided in conjunction with this agreement, Claim Reports 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 specified in the agreement. Deliverables must be received and accepted prior to payment and are subject to subsequent audit and review to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final claim for payment shall be submitted to the Department no more than thirty (30) days after the end date of the grant. Any payment due under the terms of this agreement may be withheld until performance of services and all reports due from the Recipient and necessary adjustments have been approved by the Department. Before the final payment will be processed, the Recipient shall submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with these provisions shall result in forfeiture of reimbursement.

Appendix A: Administration

Changes to the following points of contact and chief officials below must be submitted to the FDLE grant manager within the CJIS Director's Office in writing at CJISFunding@fdle.state.fl.us.

Chief Official	
Name	RALPH ROSADO, PhD, AICP
Title	VILLAGE MANAGER
Address	1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Phone	305-978-6700
Email	RROSADO@NBVILLAGE.COM

Programmatic Contact	
Name	ROBERT MILLER
Title	COMM CENTER SUPERVISOR
Address	1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Phone	305-758-2626 EXT 54
Email	RMILLER@NBVILLAGE.COM

Contract/Grant Manager	
Name	LAKEESHA MORRIS-MOREAU
Title	GRANT MANAGER
Address	1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Phone	786-232-0771
Email	INFO@BELLTOWERGROUP.ORG

Chief Financial Officer	
Name	ANGELA ATKINSON
Title	FINANCE DIRECTOR
Address	1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Phone	305-756-7171
Email	AATKINSON@NBVILLAGE.COM

Official Payee	
Agency	North Bay Village
Address	1666 Kennedy Causeway Suite 300 North Bay Village, FL 33141
Phone	(305) 756-7171 ext. 71
Email	ssiefken@nbvillage.com
FEID#	59-6000388

Appendix B: Budget

The following describes the proposed budget for the project. All amounts noted in the below budget are estimates based on preliminary quotes or prior program activities. Deviations from this budget that exceed 10% of the total amount in any budget category must be approved by FDLE CJIS Director's Office in writing prior to payment. Requests for amendments must be submitted to the FDLE grant manager within the CJIS Director's Office in writing at CJISFunding@fdle.state.fl.us.

Budget Category	Total
A. Overtime	$358.88
B. Travel	$0.00
C. Equipment (OCO)	$0.00
D. Expenses (Supplies)	$39,933.52
E. Contractual Services & Subcontracts	$0.00
F. Other Costs	$1,000.00
TOTAL	**$41,292.40**

Budget Narrative:

A. Personnel (Overtime)

Recipient will use grant funds as overtime for members to train on FIBRS and for FIBRS data entry.

- 1 Police Officer at $41.58 per hour for 4 hours = $166.32
- 1 Police Officer at $48.14 per hour for 4 hours = $192.56

B. Travel

C. Equipment (Operating/Fixed Capital Outlay)

D. Expenses (Supplies)

Recipient will use grant funds to purchase laptops needed for FIBRS implementation.

- 22 Laptops at $1,815.16 each = $39,933.52

E. Contractual Services & Subcontracts

F. Other Costs

Recipient will use grant funds of up to $1,000 for FIBRS training.

Appendix C: Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and completion of the Certificate of Acceptance by the Recipient. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

If a project is not operational within thirty (30) days of the original start date of the award period, 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 sixty (60) days of the original start date of the award period, 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, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

I. PAYMENTS

Overpayments
Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

II. PROJECT AND GRANT MANAGEMENT

Personnel Changes
In the event there is a change in Chief Officials or Project Director for the Recipient or any contact information to include mailing address, phone number, email or title change, the Recipient must notify the FDLE grant manager.

Obligation of Grant Funds
Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. 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. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management
The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

Recipient must have written procedures for procurement transactions.

Travel
Cost for travel shall be reimbursed at the Recipient’s travel rate, but the total per travel voucher shall not exceed rates established in State of Florida Travel Guidelines, s. 112.061, F.S.

Subcontracts
Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained

individuals who meet or exceed any specified training qualifications.

Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments
Recipients must submit a grant adjustment to the FDLE grant manager for major substantive changes such as: scope modifications or changes to project activities, target populations, service providers, implementation schedules, project director, 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.

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. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories.

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

Requests for changes to the grant agreement must be signed by the Recipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

III. MANDATORY DISCLOSURES

Conflict of Interest
The Recipient 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 the Department.

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 grant award.

Convicted Vendors
The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in s. 287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists
If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors
The Recipient shall disclose to the Department if it or any of its affiliates, as defined by s. 287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as

a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct
The Recipient must promptly refer to the Department of Law Enforcement, Criminal Justice Information Services any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Restrictions and certifications regarding non-disclosure agreements and related matters
Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if it is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Civil Rights
The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

Lobbying Prohibited
The Recipient shall comply with the provisions of ss. 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Public Records
As required by s. 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in s. 119.011(12), F.S. as prescribed by s. 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Timely Payment of Subcontractors
To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the

subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Legal Authorization
The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Independent Contractor, Subcontracting and Assignments
In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Notice of Legal Actions
The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property
In accordance with s. 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

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 Chapter 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 record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

V. RECORDS, AUDITS AND DATA SECURITY

Records, Retention
Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided,

however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Audits
The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (s. 20.055, F.S.).

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, or thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. This form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Pursuant to s. 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S.. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of ABC for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Rebecca Gardner
Florida Department of Law Enforcement
Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

The Auditor General's Office at:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Monitoring
The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures.

By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General. Failure to cooperate with grant 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, and/or referral to the Office of the Inspector General for audit review.

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.

Recipient's Confidential and Exempt Information
By executing this agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to s. 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

VI. PENALTIES, TERMINATION, DISPUTE RESOLUTION, LIABILITY AND COMMUNICATION

Financial Penalties for Failure to Take Corrective Action
Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination
The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and s. 119.07(1), F.S.

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

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 Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in s. 768.28, Florida Statutes.

Signatures

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

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

State of Florida
Department of Law Enforcement
Criminal Justice Information Services

Signature: Kristi Southerland Gordon

Typed Name and Title: Kristi Gordon, Deputy Director

Date: Feb 17, 2022

Recipient
North Bay Village Police Department

Signature:

Typed Name and Title: Carlos E. Noriega, Chief of Police

Date: 28 January 2022

North Bay Village PD SFA21 Contract (EXECUTED)

Final Audit Report 2022-02-17

Created:	2022-02-16
By:	Rebecca Gardner (RebeccaGardner@fdle.state.fl.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4gqVR0qcZcRmtNW-9INuD4iWaRRydS6_

"North Bay Village PD SFA21 Contract (EXECUTED)" History

Document created by Rebecca Gardner (RebeccaGardner@fdle.state.fl.us)
2022-02-16 - 10:46:35 PM GMT- IP address: 164.51.230.20

Document emailed to Kristi Gordon (kristigordon@fdle.state.fl.us) for signature
2022-02-16 - 10:47:04 PM GMT

Email viewed by Kristi Gordon (kristigordon@fdle.state.fl.us)
2022-02-17 - 2:18:19 PM GMT- IP address: 164.51.230.18

Document e-signed by Kristi Gordon (kristigordon@fdle.state.fl.us)
Signature Date: 2022-02-17 - 2:18:31 PM GMT - Time Source: server- IP address: 164.51.230.18

Agreement completed.
2022-02-17 - 2:18:31 PM GMT

ITEM NO. 10.E

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: **A Resolution Authorizing Work Order No. 017 with EAC Consulting, Inc. in the Amount of $150,471.00 to Provide Design Services for the Village-Wide ADA Sidewalk Improvements Project, Phase III - *Village Manager Ralph Rosado, Ph.D, AICP (CIP Manager Delroy Peters)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EAC CONSULTING, INC. TO PROVIDE DESIGN SERVICES FOR PHASE III OF THE VILLAGE-WIDE ADA SIDEWALK IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $150,471; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a work order to EAC Consulting, Inc. for Phase III of the Village-wide ADA Sidewalk Improvement Project.

BACKGROUND AND ANALYSIS

Project Background

North Bay Village was incorporated in 1945; since then, despite the number of families living on a relatively compact amount of land, the Village has never been easy to navigate on foot. In many instances, residents and visitors have had to share the road with oncoming vehicles, presenting difficulties, particularly for wheelchair users and parents with young children in strollers.

Harbor Island still needs a complete sidewalk network. In recent years, through the advocacy of the Village Commission at the state level and the diligent efforts of our Public Works team, we have been able to secure and utilize over a quarter of a million dollars to expand the Island's network by more than half a mile. However, there's still work to be done, as we need approximately one-third of a mile of sidewalk, along with crosswalks and entrance safety improvements to the Island.

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

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

Project Scope

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

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

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

Project Status

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

Recommendation

It is recommended that the Village Commission approve Work Order 017 to EAC Consulting, Inc. for $150,471.00 to carry out design services for the design of improvements in the NBV Village-wide ADA improvements project.

Project Funding

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

Approval of this item will promote the Livability Pillar of the NBV100 Plan

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 place-making 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.)
Project funding from CITT, Project# TF24-02, Roads & Streets (115.18.541.6308).

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution -EAC for Design Srvs. - ADA Sidewalk Imp Project.DOCX
Exhibit A - NBV Work Order 017

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EAC CONSULTING, INC. TO PROVIDE DESIGN SERVICES FOR PHASE III OF THE VILLAGE-WIDE ADA SIDEWALK IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $150,471; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") strives to improve the livability of the Village for all residents and visitors by improving its existing sidewalk network and ensuring it is ADA compliant; and

WHEREAS, on September 28,2023, the Village adopted a resolution accepting a grant in the amount of $776,000 from the Florida Department of Transportation (FDOT) for Phase III of the Village-wide ADA Sidewalk Improvements Project (the "Project"), which includes sidewalk installation, repairs, and ADA improvements for segments located on Harbor Island and Treasure Island; and

WHEREAS, the Village issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing professional engineering services; and

WHEREAS, pursuant to the RFQ, the Village Commission selected EAC Consulting, Inc. (the "Consultant") as one of the consultants to provide the continuing professional engineering services and authorized the Village Manager to execute an agreement (the "Agreement") with the Consultant; and

WHEREAS, the Consultant has provided a proposal, attached hereto as Exhibit "A," (the "Proposal"), to provide the Services for the design of the Project in an amount not to exceed $150,471; 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 attached hereto as Exhibit "A" in an amount not to exceed $150,471, consistent with the Agreement previously executed.

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

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 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

WORK ORDER No. 17

Dated this day of , 20XX

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NBV SIDEWALK & ADA IMPROVEMENTS, PHASE III

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and EAC Consulting Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 18, 2019 and expiring on November 17, 2023.

PROJECT DESCRIPTION

The purpose of this project is to prepare construction documents for Phase III of the Village's ADA Improvements 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, crosswalks, and upgraded crosswalk markings for enhanced visibility.

The proposed improvement areas include multiple segments of the Village's roadway network (refer to Exhibit B for location map), and are currently estimated to include:

- *1810 linear feet of missing sidewalk*
- *26 Mid-block crosswalks*
- *10,850 linear feet of sidewalk repairs*

GENERAL REQUIREMENTS

Design Standards

The design shall meet the requirements of the latest edition of the Florida Department of Transportation's Florida Design Manual. 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's preliminary project schedule is as follows:

Task 1 – topographic survey, data gathering, field reviews	90 days from NTP
Task 2 – 60% design submission	120 days from NTP
Task 3 – 100% design submission	30 days from Task 2
Task 4 – construction support (post-design)	Pending Village's procurement schedule

SPECIFIC SCOPE OF SERVICES

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

Task 1 - Topographic Survey, Data Gathering, Field Reviews

- Perform topographic survey:
  - Show rights-of-way computing field evidence, plats, deeds, and other documentation relative to the project. Lot lines and ownership lines, inclusive of locations, bearings, and dimensions, within the survey limits will be shown graphically.
  - Establish horizontal and vertical control within the limits of the survey.
  - Collect significant aboveground improvements including but not limited to; edge of pavement lines, driveways, curbs and gutters, trees and palms, hedges, manholes, catch basins, fire hydrants, bollards, power poles, light poles, fences and gates, walls, columns, signs, utilities, and any other significant above-ground improvements within the survey limits.
- Perform data gathering, including information related to existing R/W conditions, existing as-built plans and other records, utility information, available survey data.
- Perform two (2) field reviews.

Task 2 - 60% Design Submission

- The CONSULTANT shall submit 60% plans for VILLAGE review. The design drawings shall be submitted in plan-view format only at a to-be-determined scale that sufficiently shows the areas of improvement and is practical for use by the Village. The 60% design submission shall include, up to 40 sheets:
    - 11" x 17" combined roadway and signing and pavement marking plans showing adequate detail to determine feasibility and constructability of proposed improvements.
    - 11" x 17" pedestrian and traffic control plans.
    - 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 2:

- Electronic copy of the 60% design submission
- Electronic copy of the coordination meeting minutes.
- Electronic copy of updated project schedule.
- Electronic copy of the construction cost estimate.

Task 3 - 100% Design Submission

- The CONSULTANT shall incorporate the review comments from 60% design submission in the 100% design submission for VILLAGE review. 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 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.

Deliverables: The following deliverables shall be provided under Task 3:

- Electronic copy of the digitally signed and sealed 100% design submission
- Electronic copy of the coordination meeting minutes.
- Electronic copy of construction specifications.
- Electronic copy of the construction cost estimate.

Task 4 - Post Design Services – The following scope is based on four (4) months of construction/contract time and on total hours specified within.

- The CONSULTANT shall attend, record, and prepare minutes of the pre-construction meeting, and submit to the VILLAGE for approval.
- The CONSULTANT shall periodically observe the progress of the construction as requested and authorized in writing by the VILLAGE and submit report of findings to the VILLAGE.
- The CONSULTANT shall attend up to five (5) construction progress meetings.
- The CONSULTANT shall review all shop drawings, product data, cut sheets, and submittals within seven (7) business days of receipt of the submittal to determine compliance with the drawings and specifications, and recommend submittal action to the VILLAGE. Assume 3 shop drawings packages.
- The CONSULTANT shall provide written responses to all RFIs within seven (7) business days to the VILLAGE. Assume 10 RFI's.
- The CONSULTANT shall assist the VILLAGE with the review and technical evaluation of Contractor's request for change orders, and claims, and provide recommendations and cost evaluations to the VILLAGE.
- The CONSULTANT shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications. Site visits are estimated at four (4) hours per week for a construction period of four (4) months.
- The CONSULTANT shall review, evaluate, and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- The CONSULTANT shall review as-built drawings provided by the Contractor, provide written comments, and recommend submittal action to the VILLAGE.

In addition to any other specific meetings described herein, the CONSULTANT shall attend, for the duration of the project, 15 minute long coordination meetings with the VILLAGE on a biweekly basis.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verify accuracy.
- It is anticipated that North Bay Village R/W and Maintenance of Traffic permits are required for this project.
- It is anticipated that the existing drainage system(s) will not be impacted and that no drainage improvements are warranted.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this 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 - 3 within 150 days of the written Notice to Proceed. Task 4 schedule shall be determined based on bid 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

Not-to-Exceed amounts (by EAC):	
Task 1 –Data Gathering	$6,900.00
Task 2 – 60% Submission	$25,698.00
Task 3 – 100% and Final Submission	$19,478.00
Task 4 – Post Design Services	$15,040.00
Reimbursable Expenses	$200.00
Subtotal (NTE)	**$67,316.00**
Lump-Sum amount (by Longitude):	
Task 1 – Topographic Survey	$83,155.00
Subtotal (LS)	**$83,155.00**
GRAND TOTAL	**$150,471.00**

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

Consultant POC
Firm Name
Address
Email: xxxxx
Phone: xxxxxxx
Fax: xxxxxxx

VILLAGE

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

BY: _____
NAME: Ralph Rosado
TITLE: Village Manager

BY: _____
Name: Alba Chang, CMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT/CONTRACTOR

WITNESSES:

_____, INC., a _____ corporation (if not a Florida corporation add: authorized to transact business in Florida)

_____

_____
[Witness print/type name]

_____
[Print Name, check title]

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

_____

_____
[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

_____
Secretary

_____
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2020, by _____ as_____ for _____, a _____ company (or corporation).

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Work Break Down Fee Schedule

	Staff Category/Classification	Principal Engineer	Project Manager	Project Engineer	CADD		TOTALS	
	Contract Billing Rates	$ 233.00	$ 199.00	$ 121.00	$ 85.00		Hours	Fees
Task Description								
1	Data Gathering, Field Reviews by EAC	6	24	6			36	$ 6,900.00
	Topographic Survey by Longitude						(LS)	$ 83,155.00
2	60% Design Submission	6	60	60	60		186	$ 25,698.00
3	100% Design Submission	6	48	48	32		134	$ 19,478.00
4	Post-Design Support	16	32	24	24		96	$ 15,040.00
Totals		34	164	138	116		452	$ 150,271.00
							Reimbursable Expenses	$ 200.00
							PROJECT TOTAL	$ 150,471.00

Exhibit B – Location Map

Exhibit C – Project Tentative Schedule

ITEM NO. 10.F

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Leo Cosio,

SPONSORED BY: Commissioner Andy Daro

SUBJECT: **A Resolution Selecting Painted Incorporated for the Island Walk South Plaza Mural Project in an Amount Not to Exceed $30,000 - *Sponsored by Commissioner Andy Daro***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING PAINTED, INCORPORATED FOR THE ISLAND WALK SOUTH PLAZA MURAL PROJECT; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a resolution selecting Painted Incorporated for the Island Walk South Plaza Mural Project.

BACKGROUND AND ANALYSIS

On February 23, 2023, the Community Enhancement Board (CEB) voted to recommend to the Village Commission that it create a public art selection committee. As part of the Staff's research into formalizing a Public Art Selection process, the Village Manager's office contacted the membership of the Miami-Dade County City and County Management Association (MDCCMA) to solicit feedback about other cities' processes for announcing, promoting, and selecting public art opportunities. Village staff ultimately decided to adopt the Town of Miami Lakes' process of working through Miami-Dade County's Art in Public Places Department to publish and share public art opportunities.

On July 24, 2023, the Village issued a Call to Artists for a mural design and installation to be located at the Island Walk South Plaza. Forty-four bids were received by the solicitation deadline of August 23, 2023, and on September 27, 2023, the Village's Public Art Selection Committee shortlisted the responding artists and ranked them in the following order:

- (1) Painted Inc.

- (2) Evoca1
- (3) Rafael Blanco

It is recommended that the Village Commission approve a resolution awarding the Island Walk South Plaza public art project to Painted Incorporated (Nicole Holderbaum) and authorize the Village Manager to negotiate and execute an agreement with the Artist in an amount not to exceed $30,000. The attached budget amendment moves the funds necessary to execute this project from Appropriation of Fund Balance (326.00.389.3890) in the Capital Projects GOB Parks Fund to Park Improvements (326.61.572.6201).

Approval of this item will promote the Prosperity of the NBV100 Plan.

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.)
In the Capital Projects GOB Parks Fund for (CP24-08)- Transfer from Appropriation of Fund Balance (326.00.389.3890) $30,000, Transfer to Park Improvements (326.61.572.6201).

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Selecting Artist for I.W. S. Plaza Mural
Exhibit A - Artist Agreement - Painted Incorporated - I.W. S. Plaza
Exhibit B Budget Amendment -IW S. Plaza Public Art.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING PAINTED, INCORPORATED FOR THE ISLAND WALK SOUTH PLAZA MURAL PROJECT; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about July 24, 2023, North Bay Village (the "Village") issued a Call to Artists (the "Solicitation") for a mural design and installation (the "Services") to be located on the southern base of the east 79th Street Causeway bridge (the "Property"); and

WHEREAS, 44 sealed bids were received by the Solicitation deadline; and

WHEREAS, on September 27, 2023, an Evaluation Committee appointed by the Village Manager shortlisted the responding artists and ranked the artists in the following order: 1. Painted, Incorporated; 2. Evoca1; and 3. Rafael Blanco; and

WHEREAS, the Village Commission desires to select Painted, Incorporated (the "Artist") as the most responsive, responsible, and qualified artist for the Services; and

WHEREAS, 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; 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, 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. Selection. That the Village Commission hereby selects the Artist for the Services.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute an agreement with the Artist, in substantially the form attached hereto as Exhibit "A," in an amount not to exceed budgeted funds, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency. In the event the Village Manager is unable to negotiate a satisfactory agreement with the top-ranked artist, then the Village Manager is authorized to negotiate an agreement with the next highest ranked artist in order of ranking until a mutually acceptable agreement is reached.

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 _____, 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

ARTIST AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
PAINTED, INCORPORATED

THIS ARTIST AGREEMENT ("Agreement") is made on _____, 2023 ("Effective Date") by and between **NORTH BAY VILLAGE**, a Florida municipal corporation, ("Village"), and **PAINTED, INCORPORATED**, a Florida not for profit corporation ("Artist"). The Village and Artist are hereinafter collectively referred to as the "Parties."

RECITALS

On July 24, 2023, the Village issued a Call to Artists (the "Solicitation"). A copy of the Solicitation is attached hereto and incorporated herein as **Exhibit A**.

The Solicitation calls for the design, creation, and installation of a mural at the Village's Island Walk South Plaza wall (the "Site"). The Site is further described and depicted in **Exhibit B** attached hereto and incorporated herein.

In response to the Solicitation, Nicole Holderbaum, on behalf of Painted, Incorporated, submitted an artist statement, resume, and work samples (the "Response") to perform the services contemplated by the Solicitation by painting a wildlife scene including the flora and fauna found in the Village area (the "Artwork"). A copy of the Response is attached hereto and incorporated herein as **Exhibit C**.

On November 9, 2023, the Village Commission adopted Resolution No. 2023-___ selecting the Artist to design, create, and install the Artwork and perform the Services, as defined in this Agreement and **Exhibit D**, and authorized the Village Manager to negotiate and execute an agreement with the Artist.

Nicole Holderbaum, individually, joins and consents to the terms of this Agreement pursuant to the Joinder and Consent attached hereto and incorporated herein as **Exhibit E**.

The Village and the Artist, through mutual negotiation, have agreed upon a fee for the Artist to paint the Artwork and provide the Services.

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

1. Scope of Services.

1.1. The Artist shall perform the Services set forth in the Scope of Services attached hereto as **Exhibit "D"** (the "Services"). The Artwork shall be installed at the Site consistent with the provisions of Exhibit D attached hereto.

1.2. The Services shall be produced to the Village's satisfaction. The quality of the complete Artwork shall meet all applicable industry standards. The Village shall have the right to

approve or reject the Artwork or any portion thereof. The display and location of the Artwork shall be determined in the sole discretion of the Village.

2. Term.

2.1. The Artist shall complete the Services by no later than Feburary 13, 2023 (the "Completion Date").

2.2. The term of this Agreement shall be from the Effective Date through the Completion Date, unless terminated or extended as specified herein.

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

3. Compensation and Payment.

3.1. The Village shall pay the Artist a total fee in the amount of $30,000.00 (the "Fee") for the creation of the Artwork and delivery of the Services. The Fee shall be paid to the Artist as follows:

3.1.1. $15,000 shall be paid to the Artist within five (5) days of the Effective Date and shall constitute a refundable deposit for the performance of the Services (the "Deposit"); and

3.1.2. $15,000 shall be paid to the Artist within fourteen (14) days following the final completion of the Artwork.

3.2. The Fee shall constitute full compensation from Village to Artist for any and all services, costs, and expenses related to the Services performed under this Agreement. Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.

3.3. Artist shall deliver an invoice to Village upon completion of all Services detailing Services completed and the amount due to Artist under this Agreement. The Village shall pay the Artist in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. Subcontractors.

4.1. Artist shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

4.2. Artist 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 Artist to assist Artist in performing the Services.

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

6. Artist and Artist Responsibilities; Representations and Warranties.

6.1. The Artist shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by an artist 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 Artist's Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Artist shall at Artist's sole expense, immediately correct its Services.

6.2. The Artist 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. Artist 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 Artist 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 Artist have been duly authorized, and this Agreement is binding on Artist and enforceable against Artist in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

6.4. The Artist represents and warrants that all work performed pursuant to this Agreement, including but not limited to the Artwork, is an original creation and does not infringe upon or violate any copyrights or other rights of any person, firm, or organization.

6.5. Artist does hereby indemnify and hold the Village harmless from and against any and all claims and liabilities that may arise as a result of any breach of the foregoing representation and warranty.

6.6. The Artist shall not disseminate publicity or news releases regarding the Artwork without the prior written approval of the Village.

7. Intellectual Property Rights.

7.1. Ownership. Title to the Artwork shall pass to the Village upon the Village's written final acceptance and payment for the Artwork pursuant to Section 3.2.

7.2. Work Made for Hire. The Village is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to the Artwork and all work performed which relate to Services to the Village which are conceived, developed or made by Artist during

the term of this Agreement, including all copyright and proprietary rights relating thereto, and all other materials or work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, or conceived in the course of performing the Services (collectively, and including the Deliverables, "Work Product") including all copyrights, trademarks (together with the goodwill symbolized thereby), and other intellectual property rights (collectively "Intellectual Property Rights") therein. Artist agrees that the Artwork and the Work Product is hereby deemed "work made for hire" as defined in 17 U.S.C. § 101 for the Village and all copyrights therein automatically and immediately vest in the Village. If, for any reason, it should be determined that the Artwork or any such Work Product does not constitute "work made for hire," Artist hereby irrevocably assigns to the Village, for no additional consideration, Artist's entire right, title, and interest throughout the world in and to such Artwork and Work Product, including all Intellectual Property Rights therein, including the right to sue for past, present, and future infringement, misappropriation, or dilution thereof.

7.3. Third Party Infringement. Artist represents and warrants that the Artwork is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. The Village is not responsible for any third party infringement of Artist's copyright or for protecting Artist's intellectual property rights. Further, Artist agrees to indemnify the Village against any claims brought against Village alleging that the Artwork infringes on intellectual property rights of any third parties.

7.4. Reproduction Rights.

7.4.1. If, for any reason, it should be determined that the Artwork or any such Work Product does not constitute "work made for hire," Artist hereby grants to Village an irrevocable, perpetual, royalty-free license to reproduce images of the Artwork, including but not limited to digital and/or photographic reproductions, and to authorize third parties to do the same for the Village's use as contemplated by this Agreement. All reproduction by the Village may contain a credit to the Artist. The Artist shall not make any claim to the copyright of the Artwork or transfer in the ownership of the copyright that conflicts with the Village's irrevocable and perpetual license.

7.4.2. Artist acknowledges and agree that the process of photographing, digitizing, printing, and/or reproducing images of the Artwork may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to utilize the image of the original Artwork for any purpose, in the Village's sole discretion.

7.4.3. The Artist authorizes the Village to use the Artwork solely for the purposes set forth in this Agreement including photographic, filmed, or videotaped reproductions created by the Village for advertisement, publicity, exhibition, publication, or other promotional activities.

7.4.4. Artist further agrees that the Village, without charge to the Village, may make photographs or other reproductions, including publication or recordings of the Artwork without payment of royalty or other payment to Artist.

7.5. Waiver of Artist Rights Pursuant to the Visual Artists Rights Act.

7.5.1. Artist represents and agrees that the Artwork is considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990 ("VARA"), specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. Section 106(A)(a), in accordance with the waiver of 17 U.S.C. Section 106(A)(e)(1).

7.5.2. To the extent any copyrights are assigned under this Agreement, Artist voluntarily and irrevocably waives in favor of the Village, all rights to attribution and integrity with respect to the Artwork and any and all claims as my arise under VARA, or any other local, state foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the Artwork and all Work Product, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the Village. Artist hereby waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the Artwork or Work Product, and its agents, officers and employees, for physical defacement, mutilation, alteration, distortion, destruction, or other modification of the Artwork or Work Product.

7.5.3. The Village has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork, in whole or in part, in the Village's sole discretion. Artist specifically waives the right to claim any remedy concerning the modification, removal, or alteration of the Artwork or portion thereof.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Artist, or immediately with cause.

8.2. Upon receipt of the Village's written Notice of Termination, Artist shall immediately stop work on the Services/Project unless directed otherwise by the Village Manager.

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

8.4. The Artist 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. Artist 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 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 Artist's insurance and shall not contribute to the Artist'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 Artist. 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 for each accident. No employee, subcontractor or agent of the Artist 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, Artist 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.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as 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 Artist 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 Artist in performance of this Agreement. The Artist's insurance, including that applicable to the Village as Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village and shall be in excess of and shall not contribute to the Artist's insurance. The Artist'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 Artist 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, Artist shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

12.1. Artist 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 Artist's and Artist's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Artist and third parties made pursuant to this Agreement. Artist 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 Artist'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. Artist 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 Artist during the term of this Agreement ("Work Product") belong to the Village. Artist 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. Artist agrees to keep and maintain public records in Artist's possession or control in connection with Artist'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 Artist involving transactions related to this Agreement. Artist

additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Artist 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, Artist 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 Artist shall be delivered by the Artist to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Artist 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 Artist 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 Artist shall be withheld until all records are received as provided herein.

16.7. Artist'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 ARTIST'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 Artist unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Artist, 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 Artist 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 Artist 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.** The provisions contained in Section 7 shall survive the expiration or termination of this Agreement. Additionally, 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 Artist warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Artist, 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 Artist, 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.** Artist 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 Artist 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. 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 Artist that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

29. 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:

29.1.1. Base Agreement

29.1.2. Exhibit E: Joinder and Consent

29.1.3. Exhibit D: Scope of Services

29.1.4. Exhibit B: Site Description/Photos of Island Walk South Plaza

29.1.5. Exhibit A: Solicitation (Call to Artists issued July 24, 2023)

29.1.6. Exhibit C: Artist's Response to Solicitation

[THIS SPACE LEFT INTENTIONALLY BLANK]

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, 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, 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)

PAINTED, INCORPORATED

By: _____

Name: _____

Title: _____

Addresses for Notice:

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

With a copy to:

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

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all Artists 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 subconsultants.

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A

Art in Public Places
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Call to Artists

Island Walk – South Plaza

Brief

Project Names
Island Walk – South Plaza

Owner
North Bay Village

Budget
$30,000

Location
Southern Base of East 79th Street Bridge
North Bay Village, FL

How to Apply
Deadline: Wednesday, August 23rd, 11:59PM

Submit at:
publicart@nbvillage.com

Submission should include:
-5 samples of completed work
-CV
-Brief artist statement of how vision aligns with North Bay Village brand and vision

Eligibility
Open to professional visual artists or artist-led teams. Eligible artists create artwork on a regular basis for a duration of time.

Detailed Description

North Bay Village's Island Walk is a pedestrian promenade that will ultimately connect the village's multifamily, commercial, and mixed-use properties along the rear of the parcels; it is designed to provide residents and visitors with scenic views of Biscayne Bay in a recreational and artistic setting. Island Walk segments are located primarily along the northern boundaries of Treasure Island, along the South Plaza on Treasure Island (where this project will be located), and at key locations on Harbor Island. Additional segments are added almost yearly.

In 2019, the Village completed the Island Walk South Plaza, located between the East 79th Street Bridge and the Grandview Palace Condominium.

(Work on the North Plaza, located between the East 79th Street Bridge and the Bridgewater Condominium, is expected to commence in Summer 2023 and be completed by Summer 2024. It will yield a separate Call to Artists in 2024.)

About North Bay Village

North Bay Village (NBV) is a 3-island city located in Biscayne Bay between Miami and Miami Beach, serving as the northernmost access/evacuation route of four causeways connecting the two major, metropolitan cities in Miami-Dade, one of the US' most populous counties. As a result, NBV's main boulevard (Kennedy Causeway, aka State Road 934) is among Florida's busiest roads, with @42,000 vehicles/day. NBV has over 8,200 residents in just over 1/3-square-mile of land, making it Florida's 2nd densest city; almost 3/4 of NBV residents are Latino, African American or Asian, making it one of the US' most diverse (US Census). Given its density, location, and daily car trips, Miami-Dade has designated Kennedy Causeway and its adjacent roads as a principal "public art gateway corridor" countywide.

While celebrating its 75th anniversary in 2020, pursuant to dozens of public engagement meetings involving hundreds of residents, the NBV Village Commission unanimously adopted the NBV100 Master Plan (northbayvillage-fl.gov/nbv-100/), setting a vision for the Village's next 25 years (75 + 25 = 100, hence NBV100). The Florida Chapter of the American Planning Association awarded NBV100 the award for best master plan by a Florida community under 50,000, in 2021! NBV100's three guiding "Pillars" are Livability, Resilience (because of NBV's vulnerability to Sea Level Rise), and Prosperity.

In 2021 NBV conducted a public engagement process resulting in adoption of a Village Brand Guide (northbayvillagefl.gov/communications/) with a design aesthetic incorporating vibrant, tropical colors and celebrating preservation of the natural environment, especially Biscayne Bay. In 2022 we undertook 3 public art projects (northbayvillage-fl.gov/public-art/) consistent with the Guide.

Opportunities for Public Art

The Island Walk South Plaza wall measures up to 10 feet tall (changes in height) by 100 feet long.

Estimated Schedule

**Dates are subject to change.*

July 24, 2023	**Call to Artists released**
August 23, 2023	**Deadline to submit qualifications**
August 30, 2023	**Public Art Selection Committee meeting – finalist**
August 31, 2023	**Artist notifications and provided draft contract**
September 28, 2023	**Village Commission approval of finalist**
November 15, 2023	**Submission of proposed design** *Adjustments may be made after this date.*
November 22, 2023	**Final design presentation –** Online meeting **A 30 minute presentation appointment time on a defined date will be provided for artist's confirmation.* **Final version of the proposal as presented is requested to be uploaded prior to presentation*
January 30, 2024	**Estimated completion**

Process

Pursuant to the processes of the North Bay Village Art in Public Places Program, the Village's Public Art Selection Committee will recommend a finalist to create a full proposal for review by the Village Commission. The primary criteria for selection will be previous artistic accomplishment as demonstrated in images of completed artwork, public art experience, and/or initial design approach to the project as demonstrated in the artist's statement. Artists who have not created public art before are invited to apply.

Artists will receive detailed information regarding the opportunities for public art. The finalist will be invited to do a site visit and will have the opportunity to meet with Village staff.

The finalist may choose to present their final proposals via video conference. Village staff will be available to support inquiries throughout the process. Upon the presentation of proposals, the Public Art Selection Committee will make the decision on a final design.

For more information about North Bay Village: https://northbayvillage-fl.gov/

Points of Contact

LEO COSIO
CHIEF OF STAFF TO THE VILLAGE MANAGER/ART IN PUBLIC PLACES
NORTH BAY VILLAGE
lcosio@nbvillage.com / 786-750-0873 (Mobile)

EXHIBIT B

Site Description/Photos of Island Walk South Plaza

The Island Walk South Plaza is located at the southern base of the east side of the 79th Street Bridge, within North Bay Village.

NO
FISHING
FROM
BRIDGE

EXHIBIT C
Artist Submission - Island Walk South Plaza

From: Amy Vardijan
To: Public Art
Cc: Tommy Muench
Subject: [External] CTA Submission for Nico - Island Walk – South Plaza- North Bay Village, FL
Date: Tuesday, August 22, 2023 3:33:18 PM
Attachments: Nico - CV__Resume (2023).pdf
Nico - EPK (condensed).pdf
Nico - Aritst Statement for North Bay Village.pdf
Nico - Work Samples (Nature).pdf

Good afternoon,

My name is Amy Vardijan, with my partner Tommy on cc. We run a creative agency/talent management firm Left Lane Creative. We're reaching out today on behalf of our client Nico, an incredibly talented Miami-based muralist.

Attached is all the documentation requested for the Island Walk South Plaza CTA, as well as some additional information for reference.

We very much appreciate your consideration in advance. Please let us know if you have any questions or need any additional information. We look forward to hearing from you!

Sincerely,
Amy

--
Amy Vardijan
Left Lane Creative, Co-Founder
M: +1 248 444 2235

EXHIBIT D
SCOPE OF SERVICES

For purposes of this Exhibit, "Artwork" means a wildlife scene including the flora and fauna found in the Village area.

1. Artist's Obligations

a. The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design and installation of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

b. The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the Village as set forth in this Agreement.

c. The Artist shall prepare the design concept and the corresponding budget described in Section 3 of this Scope of Services. The design concept shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved.

d. Artist shall attend public information meetings with the general public, attend design and coordination meetings with Village, Artist, and other parties, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.

e. The Artist shall complete the design of the Artwork by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement.

f. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation and maintenance of the Artwork at the Site.

g. The Artist shall arrange the transportation and installation of the Artwork in consultation with the Village. If the Artist does not install the Artwork himself or herself, Artist shall supervise and approve the installation.

h. Artist shall provide required insurance in amounts and limits specified in Section 9 of the Agreement.

i. Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.

j. Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.

k. Artist shall provide photographic documentation of the Artwork.

l. Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

2. Design

a. Concept/Schematic

i. By December 8, 2023, the Artist/Artist shall submit to the Village the proposed design concept (the "Design") in the form of detailed color drawings, models, and/or other documents as are required to present a meaningful representation of the Artwork. The left side of the South Plaza wall measures approximately 100 feet long with varying heights of between 4 and 7 feet. The right side of the South Plaza wall measures approximately the same length with varying heights of between 1 and 3 feet. The total area of the walls is between 700 and 900 square feet. The Artwork shall be applied using a paint designed for application on concrete/streets to preserve the Artwork's integrity and protect it from natural elements.

ii. The Artist shall visit, examine, research, and consider the Site and surrounding area. If applicable, the Artist shall also consult with representatives of the community and consider their input and concerns.

iii. The Design will include: a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the placement of the Artwork at the Site and any site preparations that may be required by the Village.

iv. The Design must provide sufficient detail to permit the Village to assure compliance with applicable local, state or federal laws, ordinances and/or regulations.

3. Approval

a. Within 7 days after the Artist submits the Design, the Village shall notify the Artist whether it approves or disapproves of the Design. The Village shall have discretion in approving outright or with conditions or rejecting the Design.

b. If the Village disapproves of the Design, the Village will submit to the Artist in writing the reasons for such disapproval. In such event, the Artist will submit a Revised Design within 21 days after the Village has notified the Artist of its disapproval. The Artist will not be paid an additional fee for the Revised Design.

c. Once the Village has approved the Design, the Village will schedule a final design presentation before the Public Art Selection Committee. If the Public Art Selection Committee requires any revisions to the Design, the Village will submit those in writing to the Artist. The Artist will have 21 days to comply with such revisions. If agreed upon by both parties, such revisions will become a part of the Design.

4. Budget, Payment Schedule, Construction Schedule and Progress Reports

a. Budget

i. If the Artist incurs costs in excess of the project budget, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained approval for such costs from the Village (or such costs were the result of actions or inaction of the Village).

b. Schedule

i. The Artist shall notify the Village of the tentative schedule for the design and installation of the Artwork, including a schedule for the submission of progress reports and inspections if any. The Village Manager may agree to amend the Schedule by written agreement.

5. Installation

a. Upon the Village's final approval of the Artwork, as being in conformity with the Design, the Artist shall paint and install the Artwork onto the Site in accordance with the schedule provided for in Section 4(b) of this Scope of Services.

b. The Artist will coordinate closely with the Village to ascertain that the Site is prepared to receive the Artwork. Artist must notify Village of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the Village to ensure timely coordination with the Village's Public Works Department. Artist may not install the Artwork until authorized to do so by the Village.

c. The Artist shall be present to supervise the installation of the Artwork.

d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the Village for purposes of Article 4 and Article 6 of this Agreement.

e. Within 5 days after installation of the Artwork, the Artist shall furnish the Village with the following photographs of the Artwork as installed: A set of three digital, 300 dpi, JPG or TIFF files, of the Artwork, provided to the Village. Photographs must be labeled with the name of the Artwork, the date upon which the photograph was taken, and the viewpoint from which the photograph was taken. The Artist shall also furnish the Village with a full written narrative description of the Artwork.

6. Approval and Acceptance

a. The Artist shall notify the Village in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design.

b. The Village shall promptly notify the Artist of its final acceptance of the Artwork within 5 days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the Village submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the Village acknowledges completion of the Artwork in substantial conformity with the Design, and that the Village confirms that all services

as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon final acceptance and final payment.

c. If the Village disputes that all the services have been performed, the Village shall notify the Artist in writing of those services the Artist has failed to perform within 5 days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the Village.

d. If the Artist disputes the Village's determination that not all services have been performed, the Artist shall submit reasons in writing to the Village within 5 days of the Village's prior notification to the contrary. The Village shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the Village.

e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this section, the Village shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).

f. After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the Village and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork.

    i. During such public presentations by the Artist, the Artist shall acknowledge the Village's role in funding the Artwork.

    ii. The Village shall be solely responsible for coordinating public information materials and activities related to public presentations.

EXHIBIT E
JOINDER AND CONSENT

I, **NICOLE HOLDERBAUM**, individually, do hereby join in and consent to the terms and conditions of the Artist Agreement between North Bay Village and Painted, Incorporated (the "Agreement"), to which this Joinder and Consent is attached, and acknowledge and agree that the terms and conditions of the Agreement are and shall be binding upon the undersigned and my successors, heirs, beneficiaries, and/or assigns.

IN WITNESS WHEREOF, this Consent and Joinder to Artist Agreement has been executed this ____ day of _____, 202___.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
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).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

Budget Amendment Form

Department	Capital Projects	Date	11/9/2023
Fund(s) to be changed: Capital Projects GOB Parks Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
326.61.572.6201	Park Improvements	$ 30,000.00	
326.00.389.3890	Appropriation of Fund Balance		$ 30,000.00
TOTAL (Columns must be equal)		**$ 30,000.00**	**$ 30,000.00**

Description:

Appropriation of GOB Parks Capital Fund Balance for Capital Project CP24-08

ITEM NO. 10.G

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: **A Resolution Approving a Budget Amendment for the Reclassification of Public Works Superintendent to the Public Works Utilities & Facilities Division Director - V*illage Manager Ralph Rosado (Human Resources Director Carla Maglio and Chief Financial Officer Angela Atkinson)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO ALLOCATE FUNDS FOR THE RECLASSIFICATION OF THE PUBLIC WORKS SUPERINTENDENT TO THE PUBLIC WORKS UTILITIES & FACILITIES DIVISION DIRECTOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the reclassification of the Public Works Superintendent position to Utilities & Facilities Division Director.

BACKGROUND AND ANALYSIS

The proposed resolution is for the Village Commission to consider and approve the reclassification of the Public Work Superintendent to the position of the Public Works Utilities & Facilities Division Director. Ms. Megan Cook has been serving the Village since 2019 and has consistently demonstrated a strong commitment to delivering the highest level of service to North Bay Village residents. This dedication often compels the employee to work extensive hours to address emergency needs within the Village, even without being eligible for overtime pay.

Ms. Cook assumed the role of Public Works Superintendent in 2020. Since her appointment, she has not only elevated the quality of services provided by the Public Works Operations Division but has also taken on numerous responsibilities that go well beyond the typical duties

associated with her Superintendent position. In doing so, she has effectively become one of the Village's key Ambassador in various matters unrelated to Public Works. Given the actual job functions she fulfills and the ever-increasing scope of her responsibilities, it is recommended that Ms. Cook's position be reclassified as Public Works Utilities & Facilities Division Director. A comparative salary analysis conducted by the Village's contractor, LagomHR and is attached for reference. The proposed salary aligns Ms. Cook's position more closely with that of a Division Director. This reclassification will result in a modest impact on the Village's operating budget in the amount of $14,123.24.

It is recommended that the Village Commission approve the proposed resolution approving the reclassification of the Public Works Superintendent position to Public Works Utilities & Facilities Division Director.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
In the Enterprise Fund - Transfer $14,123.24 from Contingency in the Sewer Department (430.35.535.9000) to Salaries & Benefits in the Utility Administration Department.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Budget_Amendment - PW Reclassification.docx
Exhibit A Budget Amendment PW Revision.pdf
2023-11-01 Superintendent Salary Analysis Memorandum.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO ALLOCATE FUNDS FOR THE RECLASSIFICATION OF THE PUBLIC WORKS SUPERINTENDENT TO THE PUBLIC WORKS UTILITIES & FACILITIES DIVISION DIRECTOR; 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 9th day of November, 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

Budget Amendment Form

Department	Public Works	Date	11/9/2023
Fund(s) to be changed: Enterprise Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
430.30.533.1200	Regular Salaries	$ 11,513.00	
430.30.533.2100	FICA	$ 779.45	
430.30.533.2200	Retirement Contributions	$ 1,113.81	
430.30.533.2400	Workers Compensation	$ 716.98	
430.35.535.9000	Contingency		$ 14,123.24
TOTAL (Columns must be equal)		**$ 14,123.24**	**$ 14,123.24**

Description:

Transfer of Contingency Expense in the Sewer Department to cover the difference in the Salary & Benefits Reclassification of the Public Works Superintendent Position to the Utilities & Facilities Division Director.

TOTAL PAYROLL COST FY 2024

Occupation	Proposed Earnings	COLA	Merit/Step Increase	Shift Diff	LON	Addt'l Benefits	RET	FICA	W/Comp	Insurance	Employee Total
Street Maintenance Fund											
Maintenance UT Worker	$ 56,659	$ 2,833	$ 2,746	$ -	$ 300	$ 200	$ 8,738	$ 4,799	$ 8,688	$ 11,652	**$ 96,616**
Maintenance UT Worker	40,271	2,014	1,952	-	300	200	6,231	3,422	6,183	11,586	**72,159**
PT Maintenance Worker	26,108	-	-	-	-	-	3,636	1,997	3,633	-	**35,375**
Total Street Maintenance	**123,038**	**4,847**	**4,697**	**-**	**600**	**400**	**18,605**	**10,219**	**18,504**	**23,239**	**204,149**
Utilities Administration											
Public Works Director	135,408	6,770	5,687	-	-	-	51,845	11,312	10,507	12,371	**233,901**
Enginner & CIP Manager	85,960	4,298	4,742	-	-	200	13,231	7,283	240	12,282	**128,236**
Project Manager	110,000	-	-	-	-	-	15,320	8,415	7,817	25,829	**167,381**
Public Works Superintendent	77,892	3,895	818	-	300	200	11,547	6,358	5,870	24,817	**131,696**
Customer Service Manager	74,530	3,726	1,866	-	300	200	11,201	6,168	203	17,093	**115,286**
Public Works Executive Assistant	70,000	-	-	-	-	200	9,749	5,370	177	11,811	**97,307**
Maintenance Worker	40,269	2,013	1,496	-	-	200	6,097	3,364	3,111	11,597	**68,148**
Janitorial Services	29,225	-	-	-	-	-	4,070	2,236	1,543	-	**37,074**
Total Utilities Administration	**623,283**	**20,703**	**14,610**	**-**	**600**	**1,000**	**123,061**	**50,505**	**29,468**	**115,800**	**979,029**
Water Department											
Water UT Worker	48,939	2,447	1,186	-	-	200	7,322	4,037	2,764	11,685	**78,579**
Total Water Department	**48,939**	**2,447**	**1,186**	**-**	**-**	**200**	**7,322**	**4,037**	**2,764**	**11,685**	**78,579**
Sewer Department											
Sewer UT Worker	68,869	3,443	-	-	1,500	200	10,280	5,662	3,802	24,957	**118,713**
Total Sewer Department	**68,869**	**3,443**	**-**	**-**	**1,500**	**200**	**10,280**	**5,662**	**3,802**	**24,957**	**118,713**
Sanitation Department											
Sanitation UT Worker-Vacant	40,290	-	-	-	-	200	5,611	3,097	3,958	11,635	**64,791**
Sanitation UT Worker	46,862	2,343	1,968	-	-	5,000	7,796	4,297	5,027	940	**74,233**
Sanitation Truck Driver	56,659	2,833	-	-	1,500	200	8,495	4,681	5,844	19,209	**99,421**
Sanitation UT Worker-Vacant	40,269	-	-	-	-	200	5,608	3,096	3,956	11,725	**64,854**
Total Sanitation Department	**184,080**	**5,176**	**1,968**	**-**	**1,500**	**5,600**	**27,510**	**15,172**	**18,784**	**43,508**	**303,299**
Stormwater Department											
Maintenance Worker	40,269	2,013	1,870	-	300	200	6,191	3,416	6,172	11,591	**72,022**
Total Stormwater Department	**40,269**	**2,013**	**1,870**	**-**	**300**	**200**	**6,191**	**3,416**	**6,172**	**11,591**	**72,022**
Sub-Total	***1,088,478***	***38,629***	***24,331***	***-***	***4,500***	***7,600***	***192,969***	***89,011***	***79,494***	***230,779***	***1,755,792***
Grand Total	***$ 6,263,284***	***$ 263,354***	***$ 118,466***	***$ 45,773***	***$ 32,100***	***$ 183,268***	***$ 1,704,523***	***$ 524,966***	***$ 246,586***	***$ 1,072,365***	***$ 10,454,686***

*Retirement includes:	FRS General	FRS Department Head	FRS Police	ICMA REG
10/1/23-9/30/24	14.29%	35.61%	34.09%	13.50%

*Additional Benefits Include: Car Allowance, Health Benefit, Educational Incentive, Clothing Allowance

*Unemployment Compensation and Overtime are not included in this chart.

ENTERPRISE FUND-UTILITIES ADMINISTRATION

Expenditure Category Detail

ACCOUNT DESCRIPTION	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 ADOPTED BUDGET	FY 2023 6 MONTHS ACTUAL	FY 2023 PROJECTED ACTUAL	FY 2024 ADOPTED BUDGET
Regular Salaries	$ 311,414	$ 391,469	$ 512,171	$ 197,368	$ 434,737	$ 659,196
Overtime	-	395	3,500	1,284	2,567	3,000
Clothing Allowance	400	800	800	800	800	1,000
Compensation Personnel	-	46,756	10,000	-	5,000	10,000
FICA Tax	23,983	33,218	39,242	14,844	33,897	50,505
Retirement Contribution	39,398	70,289	89,612	36,424	72,848	123,061
Life, Dental & Health Insurance	44,415	64,425	88,236	43,466	74,513	115,800
Workers Compensation	2,182	23,663	25,011	19,258	25,678	29,468
Cost Allocation	1,022,633	999,325	1,475,831	737,915	1,475,831	1,486,297
TOTAL PERSONNEL SERVICES	**1,444,424**	**1,630,341**	**2,244,403**	**1,051,359**	**2,125,871**	**2,478,326**
Engineering & Planning	86,561	40,330	40,000	6,455	35,405	40,000
Bank/Merchant fees	26,587	27,350	23,000	15,232	30,465	30,000
Professional Services	118,502	137,173	163,000	75,772	161,544	72,000
Contract Services-Data processing	72,046	109,319	109,050	53,350	106,700	103,904
Contract Services-Pre-Employment	940	381	1,000	-	350	1,000
Contract Services Lighting	-	-	39,000	13,980	27,960	45,000
Accounting and Auditing	18,300	20,700	30,000	25,200	30,000	36,000
Communication Services	-	-	-	-	-	1,222
Postage	6,414	7,757	8,000	1,629	6,629	8,000
Animal Control	-	1,300	2,500	400	1,199	2,000
Building Lease	71,399	116,996	121,682	59,793	119,585	125,269
Vehicle Lease	9,448	13,092	21,785	9,026	21,663	21,785
General Insurance	137,299	180,399	230,224	134,899	220,691	287,780
Depreciation - Equipment	13,124	21,044	-	-	18,000	-
Repairs & Maintenance of Vehicles	2,855	1,840	3,500	1,136	3,271	3,500
Repairs & Maintenance of Building	9,597	6,601	10,000	4,984	10,577	10,000
Repairs & Maintenance of Office Equip.	-	1,537	3,250	-	2,991	2,000
Miscellaneous	-	9,408	10,000	4,693	10,000	7,500
Office Supplies	1,720	1,961	3,000	1,033	2,956	3,000
Gasoline, CNG & Oil	568	5,903	8,000	4,521	9,043	8,000
Special Department Supplies	4,333	7,100	9,000	4,999	9,997	9,000
Telephone	15,470	19,123	20,000	8,838	19,676	20,000
Equipment Rental	1,773	-	3,000	-	3,000	3,000
Dues, Subscriptions & Memberships	2,910	17,063	33,500	6,388	22,776	33,500
Education & Training	(135)	4,691	4,500	849	3,198	4,500
Uniforms	1,295	2,485	3,000	671	2,941	3,000
TOTAL MATERIALS, SUPPLIES, SVCS	**601,006**	**753,553**	**899,990**	**433,846**	**880,615**	**880,960**
TOTAL OPERATING BUDGET	**2,045,430**	**2,383,894**	**3,144,393**	**1,485,205**	**3,006,486**	**3,359,286**
Machinery & Equipment	1,481	-	48,000	1,449	48,000	8,000
Building Improvements	-	-	50,000	-	50,000	50,000
TOTAL CAPITAL OUTLAYS	**1,481**	**-**	**98,000**	**1,449**	**98,000**	**58,000**
Transfer to General Fund	-	-	-	-	-	-
OTHER NON-OPERATING EXPENSES	-	-	-	-	-	-
TOTAL NON-OPERATING BUDGET	**1,481**	**-**	**98,000**	**1,449**	**98,000**	**58,000**
TOTAL DEPARTMENT BUDGET	**$ 2,046,911**	**$ 2,383,894**	**$ 3,242,393**	**$ 1,486,654**	**$ 3,104,486**	**$ 3,417,286**

ENTERPRISE FUND-UTILITIES ADMINISTRATION

Departmental Budget Worksheet

Type	Description	Qty	Cost	Extended Amount	Comment
430.30.533.1200	**Regular Salaries**				
	REG SALARY	1	$ 141,095	$ 141,095	PUBLIC WORKS DIRECTOR
	REG SALARY	1	78,710	78,710	PUBLIC WORKS SUPERINTENDENT
	REG SALARY	1	76,396	76,396	CUSTOMER SERVICE MANAGER
	REG SALARY	1	90,702	90,702	ENGINEERING OPERATIONS MANAGER
	REG SALARY	1	29,225	29,225	PT CUSTODIAL
	REG SALARY	1	110,000	110,000	PROJECT MANAGER-VACANT
	REG SALARY	1	41,765	41,765	UTILITIES MAINTENANCE WORKER
	REG SALARY	1	70,000	70,000	PUBLIC WORKS EXECUTIVE ASSISTANT
	LONGEVITY	1	300	300	PUBLIC WORKS SUPERINTENDENT
	LONGEVITY	1	300	300	CUSTOMER SERVICE MANAGER
	COLA	1	6,770	6,770	PUBLIC WORKS DIRECTOR
	COLA	1	3,895	3,895	PUBLIC WORKS SUPERINTENDENT
	COLA	1	3,726	3,726	CUSTOMER SERVICE MANAGER
	COLA	1	4,298	4,298	ENGINEERING OPERATIONS MANAGER
	COLA	1	2,013	2,013	UTILITIES MAINTENANCE WORKER
	COLA	1	-	-	PT CUSTODIAL
				659,196	
430.30.533.1400	**Overtime**				
	OVERTIME	1	3,000	3,000	OVERTIME
				3,000	
430.30.533.1570	**Clothing Allowance**				
	CLOTHING ALLOWANCE	1	1,000	1,000	CLOTHING ALLOWANCE
				1,000	
430.30.533.1600	**Compensation Personnel**				
	COMPENSATION PERSONNEL	1	10,000	10,000	COMPENSATED ABSENCES/CASH OUT SICK & VACATION
				10,000	
430.30.533.2100	**Fica**				
	FICA	1	11,312	11,312	PUBLIC WORKS DIRECTOR
	FICA	1	7,283	7,283	ENGINEERING OPERATIONS MANAGER
	FICA	1	6,358	6,358	PUBLIC WORKS SUPERINTENDENT
	FICA	1	6,168	6,168	CUSTOMER SERVICE MANAGER
	FICA	1	3,364	3,364	UTILITIES MAINTENANCE WORKER
	FICA	1	5,370	5,370	PUBLIC WORKS EXECUTIVE ASSISTANT
	FICA	1	8,415	8,415	PROJECT MANAGER-VACANT
	FICA	1	2,236	2,236	PT CUSTODIAL
				50,505	
430.30.533.2200	**Retirement Contributions**				
	FRS CONTRIBUTION	1	51,845	51,845	PUBLIC WORKS DIRECTOR
	FRS CONTRIBUTION	1	13,231	13,231	ENGINEERING OPERATIONS MANAGER
	FRS CONTRIBUTION	1	11,547	11,547	PUBLIC WORKS SUPERINTENDENT
	FRS CONTRIBUTION	1	11,201	11,201	CUSTOMER SERVICE MANAGER
	FRS CONTRIBUTION	1	6,097	6,097	UTILITIES MAINTENANCE WORKER
	FRS CONTRIBUTION	1	9,749	9,749	PUBLIC WORKS EXECUTIVE ASSISTANT
	FRS CONTRIBUTION	1	15,320	15,320	PROJECT MANAGER-VACANT
	FRS CONTRIBUTION	1	4,070	4,070	PT CUSTODIAL
				123,061	
430.30.533.2300	**Health, Life, Dental**				
	HEALTH/LIFE/DENTAL/DISABILIT	1	12,371	12,371	PUBLIC WORKS DIRECTOR
	HEALTH/LIFE/DENTAL/DISABILIT	1	12,282	12,282	ENGINEERING OPERATIONS MANAGER
	HEALTH/LIFE/DENTAL/DISABILIT	1	24,817	24,817	PUBLIC WORKS SUPERINTENDENT
	HEALTH/LIFE/DENTAL/DISABILIT	1	17,093	17,093	CUSTOMER SERVICE MANAGER
	HEALTH/LIFE/DENTAL/DISABILIT	1	11,811	11,811	PUBLIC WORKS EXECUTIVE ASSISTANT
	HEALTH/LIFE/DENTAL/DISABILIT	1	25,829	25,829	PROJECT MANAGER-VACANT
	HEALTH/LIFE/DENTAL/DISABILIT	1	11,597	11,597	PT CUSTODIAL
				115,800	
430.30.533.2400	**Workers Compensation**				
	WORKERS COMP	1	10,507	10,507	PUBLIC WORKS DIRECTOR
	WORKERS COMP	1	240	240	ENGINEERING OPERATIONS MANAGER
	WORKERS COMP	1	5,870	5,870	PUBLIC WORKS SUPERINTENDENT
	WORKERS COMP	1	203	203	CUSTOMER SERVICE MANAGER
	WORKERS COMP	1	1,543	1,543	UTILITIES MAINTENANCE WORKER
	WORKERS COMP	1	177	177	PUBLIC WORKS EXECUTIVE ASSISTANT
	WORKERS COMP	1	7,817	7,817	PROJECT MANAGER-VACANT
	WORKERS COMP	1	3,111	3,111	PT CUSTODIAL
				$ 29,468	

ENTERPRISE FUND-SEWER DEPARTMENT

Departmental Budget Worksheet

Type	Description	Qty	Cost	Extended Amount	Comment
430.35.535.1200	**Regular Salaries**				
	REGULAR SALARY	1	$ 68,869	$ 68,869	SEWER UTILITY WORKER
	LONGEVITY	1	1,500	1,500	SEWER UTILITY WORKER
	COLA	1	3,443	3,443	SEWER UTILITY WORKER
				73,812	
430.35.535.1400	**Overtime**				
	OVERTIME	1	10,000	10,000	TO COVER VACATION, SICK TIME
				10,000	
430.35.535.1570	**Clothing Allowance**				
	CLOTHING ALLOWANCE	1	200	200	CLOTHING ALLOWANCE/BOOT STIPEND
				200	
430.35.535.2100	**FICA**				
	FICA	1	5,662	5,662	SEWER UTILITY WORKER
				5,662	
430.35.535.2200	**Retirement Contribution**				
	FRS CONTRIBUTION	1	10,280	10,280	SEWER UTILITY WORKER
				10,280	
430.35.535.2300	**Health, Life, Dental**				
	HEALTH, DENTAL,LIFE	1	24,957	24,957	SEWER UTILITY WORKER
				24,957	
430.35.535.2400	**Workers Compensation**				
	WORKERS COMP	1	3,802	3,802	SEWER UTILITY WORKER
				3,802	
430.35.535.3110	**Engineering & Planning**				
	ENGINEERING	1	40,000	40,000	SSES CYCLE 4 REPORT & SMOKE TEST
				40,000	
430.35.535.4315	**Electric, Gas & Water**				
	UTILITIES	1	60,000	60,000	UTILITIES FOR VILLAGE OWNED FACILITIES
				60,000	
430.35.535.4410	**Vehicle Lease**				
	VEHICLE LEASE	12	708	8,500	(1) PICK-UP TRUCK LEASE PAYMENT
				8,500	
430.35.535.4601	**Repair & Maintenance Vehicles**				
	R&M OF VEHICLES	1	2,500	2,500	R&M VEHICLES
				2,500	
430.35.535.4602	**Repair & Maintenance Equipment**				
	R&M OF EQUIPMENT	1	7,500	7,500	MAINTAIN ELEC PANELS & PUMP EQUIP
				7,500	
430.35.535.4607	**Repair & Maintenance Lift Stations**				
	R&M OF LIFT STATIONS	1	20,000	20,000	R&M LIFT STATION
				20,000	
430.35.535.4608	**Repair & Maintenance Sewer Lines**				
	R&M OF SEWER LINES	1	10,000	10,000	EMERGENCY REPAIR TO SEWER LINES
				10,000	
430.35.535.5202	**Chemicals**				
	CHEMICALS	1	500	500	ODOR REDUCTION, LINE CLEANING
				500	
430.35.535.5205	**Gas & Oil**				
	GAS & OIL	1	10,000	10,000	SEWER TRUCKS GAS & OIL
				10,000	
430.35.535.5220	**Minor Tools & Equipment**				
	MINOR TOOLS & EQUIPMENT	1	500	500	MINOR TOOLS & EQUIPMENT
				500	
430.35.535.5231	**Special Department Supplies**				
	OPERATING SUPPLIES	1	500	500	SPECIAL SUPPLIES
				500	
430.35.535.5324	**Temporary Personnel**				
	TEMP. PERSONEEL	1	1,000	1,000	TO COVER FOR VAC, SICKNESS ETC.
				1,000	
430.35.535.5390	**Sewage Disposal**				
	SEWAGE DISPOSAL	1	1,063,732	1,063,732	COST TO DISPOSE SEWAGE INCREASE
				1,063,732	
430.35.535.5555	**Uniforms**				
	UNIFORMS	1	1,500	1,500	UNIF CLEANING SUMMER SHIRTS
				1,500	
430.35.535.9000	**Contingency**				
	CONTINGENCY	1	25,000	25,000	FUNDS FOR UNUSUAL OR UNEXPECTED NEEDS
				25,000	
	TOTAL			**$ 1,379,945**	

MEMORANDUM

Date: November 1st, 2023

To: Ralph Rosado, Village Manager for North Bay Village

Prepared By: Yolanda Menegazzo, CEO & HR Consultant for LagomHR, Inc.

Reference: Superintendent Salary Analysis

This Memorandum is regarding the Superintendent position at North Bay Village. The following salary information was gathered from municipalities in Miami-Dade County that represent similar duties and responsibilities of the Superintendent role at North Bay Village.

Municipality	Job Title	Beginning Salary Range	Midpoint Salary	Ending Salary Range
City of Miami Beach	Property Maintenance & Operations Superintendent	$ 73,315.32	$ 96,620.03	$ 119,924.74
City of Miami Beach	Street, Lighting, and Stormwater Superintendent	$ 76,768.90	$ 100,379.89	$ 123,990.88
City of Miami Beach	Water and Sewer Superintendent	$ 84,187.74	$ 110,948.37	$ 137,709.00
City of Miami Beach	Parks Superintendent	$ 71,169.54	$ 93,792.14	$ 116,414.74
City of Miami Beach	Greenspace Division Director	$ 80,124.98	$ 105,594.32	$ 131,063.66
City of Doral	Superintendent of Street		$ 61,637.31	
City of Doral	Facilities Manager		$ 65,150.64	
City of Aventura	Operations Manager	$ 58,500.00	$ 70,250.00	$ 82,000.00
City of Aventura	Assistant Public Works/Transportation Director	$ 80,500.00	$ 95,750.00	$ 111,000.00
City of Sunny Isles Beach	Parks Manager	$ 66,975.95	$ 88,408.26	$ 109,840.56
City of Sunny Isles Beach	Public Works Superintendent	$ 90,096.58	$ 118,927.49	$ 147,758.39
City of South Miami	Parks Superintendent		$ 87,198.38	
Town of Bay Harbor Islands	Public Works Operations Manager	$ 81,000.00	$ 99,000.00	$ 123,000.00
Town of Miami Lakes	Greenspace Superintendent	$ 76,786.85	$ 88,977.18	$ 101,167.50
Bal Harbour Village	Operations Manager Roads & Streets		$ 123,000.00	
Average		*$ 76,311.44*	*$ 93,708.93*	*$ 118,533.59*

The average minimum salary for these positions is $76,311.44 and the average midpoint for the salary range for these positions is listed as $93,708.93.

It is recommended to utilize this collected data when conducting a salary analysis for the Superintendent role at North Bay Village. In addition, below are a few job title recommendations to accurately reflect all the responsibilities the individual in this role is currently managing daily.

Superintendent re-structured job title ideas:

- Superintendent & Operations Manager
- Superintendent & Operations Division Director
- Superintendent & Operations Division Sr. Manager
- Public Works Sr. Manager
- Public Works Sr. Operations Manager
- Public Works Operations Division Director

ITEM NO. 10.H

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Leo Cosio,

SPONSORED BY:

SUBJECT: A Resolution Approving an Agreement with Creece Coaching and Consulting, LLC for Recreation Management Services - Village Manager Ralph Rosado, Ph.D., AICP

RECOMMENDATION

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

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

BACKGROUND AND ANALYSIS

On August 30, 2022, the Village Commission adopted Resolution No. 2022-064 approving an agreement with Creece Coaching & Consulting, LLC for after-school sports programming. The Village desires to retain the services of the provider for recreation management services widening the scope of the initial agreement. This new agreement will include the coordination and management of the Village's afterschool activities, sports programming, sports leagues, instructional and fitness classes, and other recreation programming.

The consultant will provide recreation management services for the Village, including, but not limited to:

1. Coordinating and managing afterschool activities, sports programming, sports leagues, instructional classes, and other recreation programming as assigned by the Village to

the consultant.
2. Recommending and implementing new quarterly recreation events that are approved by the Village Manager or his or her designee.
3. Assisting Village staff and personnel with carrying out community events and recreational programs, including, but not limited to Village soccer, flag football, and basketball programs.
4. Developing and/or implementing recreational programming for youth and/or adults as recommended or directed by the Village Manager or his or her Designee.
5. Ensuring participants sign in prior to participating in any recreational programming and submitting sign-in forms to the Village after each class/section.
6. Maintaining and coordinating all registrations for sports programming through an online registration platform designated by the Village Manager or his or her designee.
7. Providing and collecting all recreational programming participation forms, including liability waiver and release forms, from participants in the services and transmitting such forms to the Village.
8. Monitoring and reporting any maintenance and/or operational issues or deficiencies relating to Village-owned facilities and properties where recreation programming is offered.

Based on 50 registrants, assuming about 15 (about one-third) are non-NBV residents, expected revenue from the competitive soccer league would be $10,312.50 (75%) for the consultant and $3,437.50 (25%) for the Village per quarter. There are three quarters in the soccer year, so annual amounts would be approximately $30,937.50 consultant, $10,312.50 NBV; the 75/25 split is consistent with other local cities. The Village would also receive the $50 surcharge, in its entirety, for non-NBV residents in the amount of $750 per quarter.

Pursuant to the recommendation of Village staff, the Village desires to approve the new agreement with the provider for the aforementioned services, waive the competitive procurement requirements of the Village Code pursuant to Section 36.25(L), and authorize the Village Manager to execute an agreement with the provider.

Approval of the item will promote the Livability Pillar of the NBV100 Plan.

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 place making 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.)

$50,000 annual rate paid in monthly installments and 75% of competitive soccer registration

fees

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - Creece Consulting - Recreation Mngt. Srvs.DOCX
Exhibit A - PSA - Creece Coaching -PDF

RESOLUTION NO. 2023-_____

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

WHEREAS, North Bay Village (the "Village") Commission has offered after-school sports programming at Vogel Park for several years; and

WHEREAS, on August 30, 2022, the Village Commission adopted Resolution No. 2022-064 approving an agreement with Creece Coaching & Consulting, LLC (the "Provider") for after-school sports programming; and

WHEREAS, the Village desires to retain the services of the Provider for recreation management services (the "Services"), which Services include, but are not limited to, the coordination and management of the Village's afterschool activities, sports programming, sports leagues, instructional and fitness classes, and other recreation programming services; and

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

WHEREAS, the Village Commission finds that the Provider is familiar with the Village's recreational needs and, in order to ensure that the Services are implemented and made available expeditiously to the community, the Village Commission finds that the process of competitive bidding and proposals for the Services is not in the best interest of the Village; and

WHEREAS, pursuant to the recommendation of Village staff, the Village Commission desires to approve a new agreement with the Provider for the Services, waive the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code, and authorize the Village Manager to execute an agreement

with the Provider in substantially the form attached hereto as Exhibit A (the "Agreement") in an amount not to exceed budgeted funds; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Agreement with the Provider for the Services in substantially the form attached as Exhibit "A."

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

Section 4. Authorization. That the Village Commission authorizes the Village Manager to execute the Agreement with the Provider in an amount not to exceed budgeted funds in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

CREECE COACHING & CONSULTING

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____ _____, 2023 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **CREECE COACHING & CONSULTING, LLC** a Florida Limited Liability Company (hereinafter, the "Consultant").

WHEREAS, the Village desires recreation management services, including coordination and management of afterschool activities, sports programming, sports leagues, instructional classes, and other recreation programming for the Village, all as set forth in further detail in the Proposal attached hereto as Exhibit "A" (the "Services"); and

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

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

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

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" 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 commence retroactively beginning October 1, 2023, through September 30, 2024, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for up to three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

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

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in the amount of $50,000.00 annually, payable in twelve equal monthly installments, in accordance with the Proposal attached hereto as Exhibit "A." Revenues generated from the collection of registration fees and non-resident surcharge fees from participants for the Services shall be split between the Village and Consultant in accordance with Exhibit "A."

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.

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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

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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 $300,000 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

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

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

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

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.

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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.

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

29. **Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the City 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,

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including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☒.

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

30.1. First Priority: Base Agreement;

30.2. Second Priority: Exhibit A – Proposal.

[Remainder of page intentionally left blank. Signature page follows.]

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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, AICP
Village Manager

Attest:

By: _____
Alba 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, 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, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

CONSULTANT

By: _____

Name: Canarissa Elliott, CEO

Title: _____

Entity: **CONSULTANT, CREECE COACHING AND CONSULTING, LLC**
NOTE: If the LLC's Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:
Creece Coaching and Consulting, LLC
Attn: Canarissa Elliott
6730 Bull Run Road, #459
Miami Lakes, FL 33014
(352) 571-8671 (telephone)
Rossa016@yahoo.com (email)

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E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

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EXHIBIT A
SCOPE OF SERVICES

A. Recreation Management Services.

Consultant shall provide recreation management services ("Services") for the Village, including, without limitation:

1. Coordinating and managing afterschool activities, sports programming, sports leagues, instructional classes, and other recreation programming as assigned by the Village to the Consultant.
2. Recommending and implementing new quarterly recreation events that are approved by the Village Manager or his or her designee.
3. Assisting Village staff and personnel with carrying out community events and recreational programs, including, without limitation, the Village soccer, flag football, and basketball programs.
4. Developing and/or implementing recreational programming for youth and/or adults as recommended or directed by the Village Manager or his or her Designee.
5. Ensuring participants sign-in prior to participating in any recreational programming and submitting sign-in forms by e-mail to the Village after each class/session.
6. Maintaining and coordinating all registrations for sports programing through an online registration platform designated by the Village Manager or his or her designee and submitting monthly reports detailing recreational programming registrations at the end of each month by e-mail.
7. Providing and collecting all recreational programming participation forms, including liability waiver and release forms, from participants in the Services and transmitting such forms to the Village.
8. Monitoring and reporting any maintenance and/or operational issues or deficiencies relating to Village-owned facilities and properties where recreation programming is offered.

The days, times, and types of recreation programming may be changed by the Village Manager or his or her designee at any time for convenience and programming purposes. The

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Consultant shall obtain written approval prior to committing Village resources or utilizing the Village's logo, seal, or branding. Consultant's staff shall be groomed and dressed appropriately at all times. All Village-owned facilities, equipment, and other property utilized in the provision of the Services shall be returned to the Village in its original condition (excepting normal wear and tear), unless otherwise directed in writing by the Village Manager.

B. Compensation Schedule.

1. **Base Compensation.** The Village shall pay Consultant a base flat fee in the amount of $50,000 annually for the provision of the Services, which shall be payable in twelve equal monthly installments ("Base Compensation").

2. **Registration Fee Schedule.** Consultant shall charge participants an initial registration fee and, if applicable, a non-resident surcharge for sports programming participation as follows:

Sports Program	Registration Fee	Non-Resident Surcharge
Village Competitive Soccer League Programming	$275.00	$50.00

Both the Registration Fee and Non-Resident Surcharge shall be set by the Village in its sole and absolute discretion and may be revised from time to time by the Village in its Fee Schedule. Consultant shall not charge participants any additional fees for the Services.

3. **Revenue Share.** In addition to Consultant's Base Compensation, Consultant and Village shall split revenues generated from Registration Fees and Non-Resident Surcharges (excluding transaction fees) as follows:

Revenue Fee	Village Share	Consultant Share
Registration Fee	25%	75%
Non-Resident Surcharge	100%	0%

The Village shall submit payment for all Registration Fees owed to the Consultant by the 15th day of each month. The Village may withhold Base Compensation owed to the Consultant in the event of any dispute arising from the remittance of Registration Fees or Non-Resident Surcharge Fees owed to the Village.

4. **Profit and Overhead Expenses.** The Consultant's compensation for the Services shall include the Consultant's profit margin and cover all overhead, including, but not limited to, the cost

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of all labor, equipment, kits, supervision, maintenance, fuel, delivery costs, travel time, per diem, and any other miscellaneous expenses. Notwithstanding the foregoing, the Village may, in its sole discretion, require participants to cover the cost of individual/personal equipment required for participation in the Services.

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ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: **An Ordinance Amending Section 15.3 of the Form-Based Code to Expand the Locations Where Temporary Structures are Allowed in the T6 Transect Zone - *Village Manager Ralph Rosado, PhD, AICP (Village Planner Silvia E. Vargas, FAICP)***

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 OF CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO ALLOW TEMPORARY STRUCTURES WITHIN THE T6-30 ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation: At their September 14, 2023 meeting, the Planning and Zoning Board members voted 4-0 to forward to the Commission a recommendation to approve a modified version of the Staff-proposed ordinance (included as Attachment 4).

BACKGROUND AND ANALYSIS

At the October 16, 2023 meeting, the Village Commission voted to approve the ordinance incorporating the recommendations of the Planning and Zoning Board, as well as directing that a mechanism be created to inform the Commission of administrative decisions made regarding temporary structures and activation projects prior to implementation of those project.

The original Staff report is attached, along with the recommended version of the ordinance.

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

PERSONNEL IMPACT
N/A

ATTACHMENTS
Staff Report Temporary Structures Text Amendment (VC_110923).pdf
Attachment 1_ Temp Structures_Text Amendment Appl.pdf
Attachment 2_Proposed Ordinance- 2nd Reading.docx
Notice of Meeting- DBR 10.30.23

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

Date: **November 9, 2023 (2nd Reading)**

To: **Mayor and Commission**

From: **Silvia E. Vargas, FAICP, Village Planner via Village Manager Ralph Rosado**

Subject: **Amendment to ULDC – Section 15.3.A.2.e.(1)(b) – Permanent and temporary structures**

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1. General Information

Applicant:	1755 JFK Owner, LLC
Applicant Address:	c/o 98 SE 7th Street, Ste 1100, Miami, FL
Site Address:	N/A
Site Acreage	N/A
Folio Number	N/A
Contact Person/Owner Representative:	Christopher A. Penelas Akerman LLP
Phone Number:	305.982.5678

2. Description of Applicant Request

This is a privately initiated amendment to the Village's Unified Land Development Code. The Applicant is requesting a text amendment to Section 15.3, "Specific to transect zones." The application proposes to amend Subsection A.2.e.(1)(b), "Permanent and temporary structures" and create Subsection A.2.e.(1)(b)(iii) to allow exceptions to certain temporary structures and accessory signs identifying those uses by warrant in the T6-30 Zoning District. Currently, Subsection A.2.e.(1)(b) only includes exceptions on the Island Walk and Pirates Alley.

The proposed language is as follows:

AMENDING CHAPTER 15 OF THE ULDC

[…]

§. 15.3 – Specific to transect zones.

[…]

e. Architectural Standards.

[…]

(1) *Permanent and temporary structures.*

(a) Only permanent structures shall be allowed, unless specified otherwise in this Code.
(b) Temporary structures such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the Code of Ordinances and this Code, with the following exceptions by warrant.
    i. Island Walk: Temporary structures such as kiosks, stands, and tents may be allowed within the Island Walk easements and the waterfront setback.
    ii. Pirates Alley: Temporary structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.
    iii. <u>T6-30 Zoning District: Temporary structures such as food trucks, kiosks, shipping containers, portable bathroom facilities, stands, pop-up shops, and the like plus any accessory signs identifying the use may be allowed.</u>

[…]

The Applicant proffers the following as reasons for the requested text amendment:

1) The amendment would allow exceptions to temporary structures in any portion of a parcel in the T6-30 zoning district (i.e., the north side of Kennedy Causeway) only if the temporary structure is approved by the Village Manager via a warrant application process.
2) This change would enable temporary activations at vacant or underutilized parcels that may otherwise remain unused and/or during the design and entitlement process.
3) In the case of the Applicant, the amendment would allow a temporary structure and activation on a vacant site located at 1755 79th Street Causeway while the property's seawall is being repaired and building permits for the approved development project obtained.
4) Temporary structures and subsequent activations could generate economic activity in the Village and create a more welcoming environment than the current vacant or underutilized waterfront sites on the north side of Kennedy Causeway.

3. Background

During its 75th anniversary year and following an extended public discussion about future growth and development, the Village updated its ULDC as part of a master visioning and planning process known as the "NBV100 Master Plan," which looks at the community's next twenty-five years. The NBV100 Master Plan, is centered on equipping the Village with the tools to become a more livable, resilient, and prosperous community.

On February 9, 2021, the Village Commission adopted Ordinance No. 2021-004 adding Chapter 15, "Form-Based Code," to the Unified Land Development Code to implement the vision and goals of the NBV100 Master Plan, and amended related sections of the ULDC that were impacted by the new Chapter 15. The Form-Based Code currently limits the placement of temporary structures such as kiosks, stands, and tents within the Island Walk easement and the Waterfront Setback on the north side of the Causeway; while on the south side, temporary structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed only on Pirates Alley. In all cases, temporary structures must be approved by administrative issuance of a warrant per Sec. 15.1.H.4.a.

The proposal that is the focus of this application would allow temporary food trucks, kiosks, shipping containers, portable bathroom facilities, stands, pop-up shops, "and the like plus any accessory signs" anywhere in the T6-30 transect zone subject to approval of a warrant application.

4. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed amendment is consistent with the following statements in the NBV100 Comprehensive Plan:

Future Land Use Element

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

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

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

Policy 2.2.10: the Village shall develop and implement a strategy to support the expansion of existing Village businesses and incentivize new business to locate in the Village.

NBV100 Master Plan – Pillars and Goals

The proposed amendment also generally aligns with the vision and overarching goals for the Kennedy Boulevard corridor embraced in the NBV100 Master Plan. The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the proposed amendment.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: By allowing the temporary activation of otherwise vacant and lifeless sites, the proposed text amendment will help create a more people-centered public realm and leverage the potential of the Village's underutilized waterfront, thereby promoting access to the waterfront, providing new gathering spaces (albeit temporarily), improving the image of the Village, and contributing to a better quality of life.

Resiliency
In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The proposed text amendment does not affect this pillar.

Prosperity
The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(*1) Capitalize on existing resources.*
(2) Increase private property value.

(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: The proposed text amendment, by allowing vacant sites to be temporarily activated, could help support business and job creation, while generate economic activity for the Village.

5. ULDC Text Amendment Approval Criteria

The ULDC does not have specific criteria for a text amendment to the Code but requires any changes be in general accord with sound comprehensive planning and zoning principles and consistency with the NBV Comprehensive Plan.

Chapter 4 – Administration and Enforcement, Division 3. – Amendments and Changes to Unified Land Development Code and Comprehensive Plan
4.17 – Amendments to the Unified Land Development Code.

C. *Amendments that do not rezone property or substantially change uses permitted in zoning districts.* Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted Comprehensive Plan.

6. Compliance with Unified Land Development Code

The proposed amendment aligns with the Village's intent to promote prosperity by capitalizing on existing underutilized resources, increasing private property value, and attracting more businesses that would otherwise find a location elsewhere in the region. Chapter 15 set forth the standards applicable to Form-Based Districts and Transect Zones in the Village with the intent to:

- Support the goals, objectives, and policies of the Village's Comprehensive Plan.
- Support the goals of the NBV100 Master Plan, including the three pillars, Livability, Resiliency, and Prosperity.

The proposed amendment does not eliminate any of the existing provisions to permanent and temporary structures but rather expands the possible areas where these structures would be allowed, if approved by the Village Manager via a warrant application process.

The T6 Transect Zone is the Village's highest density zoning district and allows the greatest variety of uses. The current limitations for temporary structures make sense in the context of a redeveloped commercial corridor, but in the meantime, they preclude the activation of vacant sites while pending redevelopment. In the T6-30, without a finished Island Walk, these sites could not otherwise accommodate such temporary uses.

Likewise, in the T6-24, the current state of Pirates Alley is not conducive to (or safe for) the placement temporary structures; but there may be other locations within the T6-24 zoning district where such uses are appropriate. Therefore, Staff would recommend expanding the scope of the proposed amendment to include T6-24.

All proposed temporary uses would be subject to compliance with the applicable dimensional

standards and all other requirements, including parking and landscaping, of the Form-Based Code.

Staff would also suggest a maximum time limit on temporary structures of six (6) months, renewable twice (i.e., two more times) in six-month cycles for a maximum stay of eighteen (18) months.

If the amendment is adopted, whether as presented by the applicant, or as recommended by Staff, any site within the T6 Transect Zone could benefit from the amended regulations found under Section 15.3.A.2.e.(1)(b).

Recommendation

Staff finds that the proposed amendment to Section 15.3.A.2.e.(1)(b) to allow exceptions to certain temporary structures and accessory signs by warrant is generally consistent and in keeping with the spirit and intent of the Section of the ULDC.

Staff's recommendation to the Planning and Zoning Board included an expansion of the original proposal, as shown (in yellow) below:

[…]

§. 15.3 – Specific to transect zones.

[…]

e. Architectural Standards.

[…]

i. *Permanent and temporary structures.*

(a) Only permanent structures shall be allowed, unless specified otherwise in this Code.
(b) Temporary structures such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the Code of Ordinances and this Code, with the following exceptions by warrant.
   i. Island Walk: Temporary structures such as kiosks, stands, and tents may be allowed within the Island Walk easements and the waterfront setback.
   ii. Pirates Alley: Temporary structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.
   iii. Other locations within the T6-24 and T6-30 Zoning Districts: Temporary structures such as food trucks, kiosks, shipping containers adapted for retail or service uses, portable bathroom facilities, stands, pop-up shops, and the like plus any accessory signs identifying the use may be allowed, provided such signs conform with the Village's sign regulations.

iv. All temporary structures are subject to the applicable dimensional standards and other relevant requirements of the ULDC and to the provisions of the Florida Building Code. Any contravention of these standards or of specific conditions of the warrant approving the structure may be grounds for revocation of the approval.

v. Temporary structures may be approved for a maximum of six (6) months, renewable administratively up to two (2) additional times in maximum period of six months each time for a maximum of eighteen (18) months.

[…]

At the September 14, 2023 meeting of the Planning and Zoning Board, the Applicant introduced a proposed modification of the above recommended language (again, highlighted below in yellow):

§. 15.3 – Specific to transect zones.

[…]

e. *Architectural Standards.*

ii. *Permanent and temporary structures.*

(a) Only permanent structures shall be allowed, unless specified otherwise in this Code.
(b) Temporary structures such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the Code of Ordinances and this Code, with the following exceptions by warrant.
   i. Island Walk: Temporary structures such as kiosks, stands, and tents may be allowed within the Island Walk easement and the waterfront setback.
   ii. Pirates Alley: Temporary structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.
   iii. Other locations within the T6-24 and T6-30 Zoning Districts: Temporary structures such as food trucks, kiosks, shipping containers adapted for retail or service uses, portable bathroom facilities, stands, pop-up shops, temporary sales centers and the like plus any accessory signs identifying the use may be allowed, provided such signs conform with the Village's applicable sign regulations.
   iv. All temporary structures are subject to the applicable dimensional standards and other relevant requirements of the ULDC and to the applicable provisions of the Florida Building Code. Any contravention of these standards or of specific conditions of the warrant approving the structure may be grounds for revocation of the approval.
   V. Temporary structures may be approved for a maximum of six (6) months, renewable administratively up to two (2) additional times in maximum period of six months each time for a maximum of eighteen (18) months, except for temporary sales

centers which may be approved for a maximum of fourteen (14) months, renewable administratively one (1) additional time for a maximum of twenty-eight (28) months.

Upon discussion, the PZB asked, as part of its motion to recommend approval, that the term "stand" as used in the above section be described or defined prior to adoption of the ordinance. In addition, the PZB modified the language suggested by the Applicant regarding the maximum timeframe a temporary sales center could be approved, to state that such structures could be approved for up to ten (10) months with a maximum of two (2) administrative renewals for equal periods.

The resulting modifications, as reflected in the updated ordinance, are highlighted below in yellow:

e. *Architectural Standards.*

iii. *Permanent and temporary structures.*

(b) Only permanent structures shall be allowed, unless specified otherwise in this Code.
(c) Temporary structures such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the Code of Ordinances and this Code, with the following exceptions by warrant.
i. Island Walk: Temporary structures such as kiosks, stands, and tents may be allowed within the Island Walk easement and the waterfront setback.
ii. Pirates Alley: Temporary structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.
iii. Other locations within the T6-24 and T6-30 Zoning Districts: Temporary structures such as food trucks, kiosks, shipping containers adapted for retail or service uses, portable bathroom facilities, stands, pop-up shops, temporary sales centers and the like plus any accessory signs identifying the use may be allowed, provided such signs conform with the Village's applicable sign regulations.
iv. Kiosks and stands used shall be limited to temporary covered structures no greater than 300 square feet and shall have one or more open sides.
v. All temporary structures are subject to the applicable dimensional standards and other relevant requirements of the ULDC and to the applicable provisions of the Florida Building Code. Any contravention of these standards or of specific conditions of the warrant approving the structure may be grounds for revocation of the approval.
vi. Temporary structures may be approved for a maximum of six (6) months, renewable administratively up to two (2) additional times in maximum period of six months each time for a maximum of eighteen (18) months, except for temporary sales centers which may be approved for a period of up to ten (10) months, renewable administratively two (2) additional time for a maximum of thirty (30) months.

At the October 16, 2023, Village Commission meeting, the Commission accepted the recommendation of the Planning and Zoning Board, while at the same time incorporating an amendment directing Staff to notify the Commission of all temporary projects that are administratively approved.

Conditions

N/A

List of Attachments to Staff Report

Attachment 1 – Temp Structures Text Amendment Application Package (dated August 8, 2023)
Attachment 2 – Proposed Ordinance (per 1st reading vote)

akerman

Christopher A. Penelas

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street
Suite 1100
Miami, FL 33131

Tel: 305.982.5678

August 8, 2023

Silvia E. Vargas, FAICP, LEED AP
Village Planner
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Re: Letter of Intent to Amend the Unified Land Development Code – Section 15.3(A)(2) Temporary Structures

Dear Ms. Vargas:

On behalf of 1755 JFK Owner, LLC ("Applicant"), owner of the property located at 1755 Kennedy Causeway ("Property") in North Bay Village ("Village"), please accept this letter of intent and application for a text amendment to section 15.3(A)(2) of the Village's Unified Land Development Code ("ULDC") to allow for temporary structures within the T6-30 zoning district. [1]

Current Regulations

Currently, Section 15.3(a)(2)(e)(1) of the ULDC prohibits temporary structures within the T6 transect unless they are located within the Island Walk easement area or within Pirates Alley and approved via a warrant application process.[2] Therefore, temporary structures that are not within Pirates Alley or the Island Walk easement area are prohibited within the T6 transect.

This prohibition on temporary structures practically prevents any meaningful temporary activation at a vacant or under-utilized parcel within the T6-30 zoning district as the applicable exception provided in Section 15.3(a)(2)(e)(1) of the ULDC is limited to kiosks, stands, and tents that are intended to service pedestrians along the Island Walk. Temporary structures that would enable pop-up shops and temporary commercial activations within the T6-30 zoning district are prohibited.

[1] The T6-30 zoning district "includes all properties fronting the north side of Kennedy Causeway on Treasure Island." *See* Section 15.3(1)(b)(2)(b) of the ULDC.

[2] A warrant "is a permit for a minor deviation from the uses allowed by this Code that is granted administratively by the Village Manager upon review and recommendation by the Planning and Zoning Official." *See* Section 15.1(H)(a) of the ULDC.

Proposed Amendment

In order to allow meaningful temporary activations within the T6-30 zoning district, the Applicant is purposing to create to section 15.3(A)(2)(e)(1)(b)(iii) of the ULDC as follows (and shown in Exhibit "B"):

> *iii. T6-30 Zoning District: Temporary structures such as food trucks, kiosks, shipping containers, stands, pop-up shops, and the like plus any accessory signs identifying the use may be allowed* (the "Amendment").

The Amendment would allow temporary structures in any portion of a parcel in the T6-30 zoning district (i.e., the north side of Kennedy Causeway) if the temporary structure is approved by the Village Manager via a warrant application process. This change would enable temporary activations at vacant or underutilized parcels that may otherwise remain unused or allow developers, such as Applicant, to introduce temporary uses while they proceed through the design and entitlement process. Further, in the case of Applicant, the Amendment would allow a temporary structure and activation while the Property's seawall is repaired.

If adopted, the Amendment would provide property owners within the T6-30 zoning district the option to have temporary structures, other than kiosks and tents in the easement area, and make way for meaningful activations. These temporary structures and subsequent activations would generate economic activity in the Village and create a more welcoming environment than the current vacant or underutilized waterfront sites on the north side of Kennedy Causeway.

Conclusion

The approval of the Amendment will provide property owners in the T6-30 zoning district the option to activate their properties and bring activity to the Village on parcels that may otherwise sit vacant. We therefore respectfully request your favorable review of this application. Please do not hesitate to contact me should you have any questions related to this matter. Thank you for your consideration.

Sincerely,

Christopher A. Penelas

Christopher A. Penelas

cc: Dr. Ralph Rosado, Ph.D., AICP
Neisen O. Kasdin, Akerman LLP

Index of Documents

Exhibit "A"	ULDC Text Amendment Application
Exhibit "B"	Proposed Ordinance and Exhibits

North Bay Village

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

NORTH BAY VILLAGE
EST. 1945

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

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

ULDC Text Amendment X

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

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

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

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

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

1. Applicant Name: Christopher Penelas, Esq. on Behalf of 1755 JFK Owner, LLC
   (If different from Owner)
2. Contact Phone: 3059825678 Email Address: Christopher.penelas@akerman.com
3. Mailing Address 98 Southeast Seventh Street Suite 1100 Miami, FL

For ULDC Text Amendment:

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

Section 15.3(A)(2) - see attached letter of intent

2. Reason for Request: See attached letter of intent

For Zoning Map Amendment, including Special Area Plan:

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

APPLICANT AFFIDAVIT

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

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

C.

Signature

Christopher Penelas, Esq. on behalf of 1755 JFK Owner, LLC

Title (if applicable)

Corporate Seal (affix if applicable)

Sworn to and subscribed to before me this 7 day of August, 2023

MARTA ACOSTA
MY COMMISSION EXPIRES MAY 5, 2024
#GG 984593
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary

Public Commission expires: May 5, 2024

COST RECOVERY AFFIDAVIT

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

Please type or print the following:

Date: 8/7/2023

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

Attorney

Full Name: Christopher A. Penelas

Current Address: 98 Southeast Seventh Street

City: Miami State: FL Zip: 33131

Telephone: 3059825678 Email: Christopher.penelas@akerman.com

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

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 7 DAY OF August, 2023

Notary Public, State of Florida at Large

My Commission expires May 5, 2024.

MARTA ACOSTA
MY COMMISSION EXPIRES
MAY 5, 2024
#GG 984593
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

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

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

C. Cost Recovery procedure.

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

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

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

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

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

CONDITIONS FOR APPROVAL OF A REZONING REQUEST

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

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

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

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

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

In addition, the application shall demonstrate that:

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

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

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

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

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

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

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

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

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

CRITERIA FOR SPECIAL AREA PLAN

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

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

APPLICANT CHECKLIST

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

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

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

Office Use Only:

Date Submitted: _____ Total Paid: $_____

Date Paid: _____ Filing Fee: $_____

Cash or Check #_____ Cost Recovery Dep: $_____

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 OF CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW TEMPORARY STRUCTURES WITHIN THE T6-30 ZONING DISTRICT; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") has adopted a Unified Land Development Code (the "ULDC") to promote the health, safety, order, convenience, comfort, and general welfare of the public, and to promote and preserve the character and ecological quality of the Village as articulated in the Village's Comprehensive Plan; and

WHEREAS, during its 75th anniversary year, and following an extended public discussion about future growth and development, the Village updated its ULDC as part of a master visioning and planning process known as the “NBV100 Master Plan,” which looks at the community’s next twenty-five years; and

WHEREAS, the NBV100 Master Plan, guided by principles which originated from the common concerns of North Bay Village residents, is centered on equipping the Village with the tools to become a more livable, resilient, and prosperous community that can adapt to the challenges of a changing climate; and

WHEREAS, on February 9, 2021, the Village Commission adopted Ordinance 2021-004, creating Chapter 15, “Form-Based Code,” to implement the vision and goals of the NBV100 Master Plan, and amended related sections of the ULDC that were impacted by the new Chapter 15; and

WHEREAS, the ULDC currently prohibits temporary structures within the T6-30 zoning district that are not within the Island Walk easement area;

WHEREAS, the Village Commission finds that temporary structures and temporary activations within the T6-30 zoning district would generate economic activity and interest in the Village and transform vacant or underutilized parcels into appealing businesses;

WHEREAS, the Village consequently seeks to exercise its home rule powers and voluntarily amend the ULDC to allow temporary structures within the T6-30 zoning district;

WHEREAS, the ULDC and the modifications provided herein are consistent with the NBV100 Master Plan, the Village’s Comprehensive Plan, and the Florida Community Planning Act; 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, this Ordinance was duly noticed and presented to the Village Commission in two readings, with second reading conducted as the required public hearing on_____; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the community.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 15 of the Village's ULDC. That Chapter 15, entitled "Form-Based Code" of the Unified Land Development Code of North Bay Village, Florida is hereby amended to read as provided in **Exhibit "A**,**"** which is incorporated herein and made a part hereof by this reference.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions, or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading are indicated with a ~~double strikethrough~~ and double underline.

PASSED on first reading on the ____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____, 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

First Reading:
Moved By:
Seconded By:

Second Reading:
Moved By:
Seconded By:

Vote on Final Adoption:
Mayor Brent Latham
Vice Mayor Richard Chevrony
Commissioner Goren Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

Exhibit A

AMENDING CHAPTER 15 OF THE ULDC

[…]

§. 15.3 – Specific to transect zones.

[…]

e. *Architectural Standards.*

(1) *Permanent and temporary structures.*

(a) Only permanent structures shall be allowed, unless specified otherwise in this Code.
(b) Temporary structures such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the Code of Ordinances and this Code, with the following exceptions by warrant.
   i. Island Walk: Temporary structures such as kiosks, stands, and tents may be allowed within the Island Walk easement and the waterfront setback.
   ii. Pirates Alley: Temporary structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.
   iii. <u>T6-30 Zoning District: Temporary structures such as food trucks, kiosks, shipping containers, portable bathroom facilities, stands, pop-up shops, and the like plus any accessory signs identifying the use may be allowed.</u>

[…]

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 OF CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW TEMPORARY STRUCTURES WITHIN THE T6 TRANSECT ZONE; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") has adopted a Unified Land Development Code (the "ULDC") to promote the health, safety, order, convenience, comfort, and general welfare of the public, and to promote and preserve the character and ecological quality of the Village as articulated in the Village's Comprehensive Plan; and

WHEREAS, on February 9, 2021, the Village Commission adopted Ordinance 2021-004, creating Chapter 15, “Form-Based Code,” to implement the vision and goals of the NBV100 Master Plan, a master visioning and planning process guided by principles which originated from the common concerns of North Bay Village residents, and centered on equipping the Village with the tools to become a more livable, resilient, and prosperous community that can adapt to the challenges of a changing climate; and

WHEREAS, the Form-Based Code currently prohibits temporary structures within the T6 Transect Zone, except kiosks, stands, and tents within the Island Walk easement and the waterfront setback; and shipping containers, food trucks, kiosks, stands, and tents within Pirates Alley;

WHEREAS, the Village Commission finds that temporary structures and temporary activations within the T6 Transect Zone could help transform vacant and underutilized parcels into appealing destinations; support small businesses; and generate economic activity that benefits the Village; and

WHEREAS, the ULDC and the modifications provided herein are consistent with the NBV100 Master Plan, the Village’s Comprehensive Plan, and the Florida Community Planning Act; 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, this Ordinance was duly noticed and presented to the Village Commission in two readings, with public hearings on September 14, 2023 and November 9, 2023; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the community.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 15 of the Village's ULDC. That Chapter 15, entitled "Form-Based Code" of the Unified Land Development Code of North Bay Village, Florida is hereby amended to read as provided in **Exhibit "A**,**"** which is incorporated herein and made a part hereof by this reference.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions, or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the 16 day of October, 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

_____
Brent Latham, Mayor

ATTEST:

[1] Coding: ~~Strikethrough words~~ are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading are indicated with a ~~double strikethrough~~ and double underline.

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

First Reading:
Moved By:
Seconded By:

Second Reading:
Moved By:
Seconded By:

Vote on Final Adoption:
Mayor Brent Latham
Vice Mayor Richard Chevrony
Commissioner Goren Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

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AMENDING CHAPTER 15 OF THE ULDC

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§. 15.3 – Specific to transect zones.

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(b) Temporary structures such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the Code of Ordinances and this Code, with the following exceptions by warrant.
i. Island Walk: Temporary structures such as kiosks, stands, and tents may be allowed within the Island Walk easement and the waterfront setback.
ii. Pirates Alley: Temporary structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.
iii. Other locations within the T6-24 and T6-30 Zoning Districts: Temporary structures such as food trucks, kiosks, shipping containers adapted for retail or service uses, portable bathroom facilities, stands, pop-up shops, temporary sales centers and the like plus any accessory signs identifying the use may be allowed, provided such signs conform with the Village's applicable sign regulations.
iv. Kiosks and stands used shall be limited to temporary covered structures no greater than 300 square feet and shall have one or more open sides.
v. All temporary structures are subject to the applicable dimensional standards and other relevant requirements of the ULDC and to the applicable provisions of the Florida Building Code. Any contravention of these standards or of specific conditions of the warrant approving the structure may be grounds for revocation of the approval.
vi. Temporary structures may be approved for a maximum of six (6) months, renewable administratively up to two (2) additional times in maximum period of six months each time for a maximum of eighteen (18) months, except for

temporary sales centers which may be approved for a period of up to ten (10) months, renewable administratively two (2) additional time for a maximum of thirty (30) months.

vii. Staff shall provide courtesy notification to the Village Commission of temporary structures and activation projects administratively approved in accordance with this ordinance.

[…]

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - NOV. 9, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

10/30/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
30 day of OCTOBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

MARIA I. MESA
Notary Public - State of Florida
Commission # GG 956667
My Comm. Expires Mar 4, 2024
Bonded through National Notary Assn.

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON NOVEMBER 9, 2023 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OF AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 OF CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO ALLOW TEMPORARY STRUCTURES WITHIN THE T6-30 ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, TO PROVIDE FOR DEVELOPMENT OF A MIXED-USE PROJECT TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

North Bay Village

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 896 8200 0045
PASSCODE: 114631

WATCH THE VIRTUAL PUBLIC MEETING:
HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS
TV CHANNEL 661
FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM .

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
10/30 23-45/0000691394M

ZR

ITEM NO. 12.B

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: **An Ordinance Amending the Zoning of Certain Parcels to "South Kennedy Special Area Plan" and Amending the ULDC to Create "Appendix B, South Kennedy Special Area Plan" - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP, LEED AP)***

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: At their July 27, 2023 meeting, the Planning and Zoning Board unanimously voted to recommend approval of the proposed code amendment and related rezoning to the Village Commission.

BACKGROUND AND ANALYSIS

Please refer to the enclosed report and attachments.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT
N/A

ATTACHMENTS
Staff Report_South Kennedy Special Area Plan_Shoma (VC_092823).pdf
Attachment 1_SHOMA_Survey.pdf
Attachment 2_South Kennedy Special Area Plan Application.pdf
Attachment 3_Appendix B to Chapter 15, South Kennedy SAP (UPDATED VC).pdf
Attachment 4_Proposed Site Plan and Arch Set.pdf
Attachment 5_SHOMA BAY - SUN STUDY.pdf
Attachment 6_Amended North Bay Village Zoning Map.pdf
Attachment 7_Ord Rezoning to South Kennedy SAP and Amending_ULDC (VC).docx
Attachment 8_Proposed Cpt. 15 Text Amdts. (Appendix B_UPDATED PZB).docx
DBR 07.06.23 Publication.pdf
DBR_ Notice of Meeting 10.30.23

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

Date: **September 28, 2023 – 2nd Reading**

To: **Mayor and Village Commission**

From: **Silvia E. Vargas, FAICP, Village Planner, via Village Manager Ralph Rosado**

Subject: **South Kennedy Special Area Plan (SAP) Review**

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1. General project Information

Owner/Applicant:	Shoma North Bay Village, LLC (Applicant)
Applicant Address:	201 Sevilla Ave., Suite 300, Coral Gables FL
Site Address:	1872 79th Street Causeway
Site Acreage	2.79 ac (121,914 sf)
Folio Number	23-3209-000-0250
Contact Person/Owner Representative:	Mario Garcia-Serra (Gunster)
Phone Number:	305.376-6061
E-mail Address	Mgarcia-serra@gunster.com

2. Legal Description of Property Subject to Proposed Rezoning

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

Refer to Attachment 1 for Boundary and Topographic Survey.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Commercial
Zoning District	T6-24
Existing Land Use	Commercial and surface parking

4. Adjacent Land Use Map Classifications and Zoning Districts

North	Future Land Use	Commercial
	Zoning	T6-30
	Existing Land Use	Multifamily Residential (Condos), Hotel & Restaurant
East	Future Land Use	Commercial and Residential
	Zoning	T6-24 and RM-70 Multiple Family Residential
	Existing Land Use	Mixed Use (Multifamily Residential & Commercial)
South	Future Land Use	Institutional and Education
	Zoning	RM-40 Multiple Family Residential & RS-2 Single Family Residential
	Existing Land Use	Senior Care Center and Elementary School
West	Future Land Use	Commercial
	Zoning	T6-24
	Existing Land Use	Multifamily Residential (Condos)

5. Description of Request

Special Area Plan
The Applicant requests to amend the zoning of the subject property, which comprises an area of approximately 2.79 acres (121,914 square feet), from "T6-24" Transect to "South Kennedy Special Area Plan" (See Attachment 2). This request is made pursuant to Section 4.2 of Chapter 4, "Administration and Enforcement," and Section 15.2.G. of Chapter 15, "Form-Based Code" of the North Bay Village Unified Land Development Code (ULDC). With the rezoning, Chapter 15 should be amended to incorporate references to proposed regulations that will be applicable to the South Kennedy Special Area Plan only, which are contained in a new "Appendix B, South Kennedy Special Area Plan" (See Attachment 3).

The Applicant has concurrently submitted a request for Site Plan Approval, subject to adoption of the South Kennedy Special Area Plan amendments upon 2nd reading of the Ordinance by the Village Commission. Approval of the South Kennedy Special Area Plan will enable the development of the subject property according to the Site Plan Approval request. The project will consist of a mixed-use development that will include 333 for-sale residential units at a density of 119 units per acre; and approximately 52,929-sq. ft. of retail space including a grocery store; a liquor store; a food hall; and additional retail space. The proposed uses will be supported by approximately 750 parking spaces in structured parking. While the Commission will NOT be voting on the Site Plan at the September 12, 2023, meeting, the site plan and architectural drawing set has been provided for context (refer to Attachment 4).

6. Compliance with Sections 4.2 of Chapter 4, "Administration and Enforcement," and Section 15.2.G. of Chapter 15, "Form-Based Code"

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

a) Amendment to the ULDC;
b) Special Area Plan (SAP); and
c) Supplement to the district boundaries of the Zoning Map

Section 15.2.G. of Chapter 15 allows parcels at least two (2) abutting acres in size to be master planned through a SAP process, to allow greater integration of public improvements and Infrastructure, to enable connectivity; to encourage a variety of building heights and massing; and to provide high quality design elements and greater flexibility with the aim of producing a higher or specialized quality building and streetscape design within the SAP, thus furthering the intent of the Form-Based Code articulated in Section 15.1.

The SAP request pertains to property which totals approximately 2.79 acres in size. Therefore, the subject property meets the minimum size threshold to apply for a rezoning to SAP through the process of rezoning following review by the Planning and Zoning Board and Village Commission, in conjunction with the Site Plan Approval process.

The SAP request also meets applicable criteria of Section 15.2.G, as follows:

1. All regulations of the underlying Transect Zone and the Code, which are not otherwise modified by the SAP, apply.
2. The SAP has been submitted concurrently with a site plan, map of the proposed layout, circulation, view corridors, and the standards that deviate from the requirements of Chapter 15.
3. The SAP assigns at least five percent (5%) of the total aggregated lot area to a civic space type. The developer shall be responsible for constructing any required public improvements within the SAP, including but not limited to the civic spaces and thoroughfares.
4. Development within the SAP will be implemented pursuant to a recorded development agreement.
5. The site plan provides a parking management program that enables shared parking among public and private uses.
6. The Applicant is seeking flexible allocation of building height within the area of the Special Area Plan which does not result in development that is out of scale or character with the envisioned character of the surrounding area and provides for appropriate transitions.

7. Consistency with Comprehensive Plan and NBV100 Master Plan

The proposed SAP has been reviewed for consistency with the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan. The SAP is consistent with the GOPs cited below, and others; will not exceed the maximum density or intensity established in Policy 2.1.2 for the Commercial Future Land Use designation; and will support and further the land use, development and community character vision of North Bay Village as expressed in the GOPs. The amendment of the ULDC to incorporate Appendix B and rezoning of the subject property to South Kennedy SAP are consistent with Objective 2.1 and Policy 2.1.1.

North Bay Village Comprehensive Plan - Future Land Use Element

> **GOAL:** Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining its existing character as an attractive waterfront residential environment.
>
> **Objective 2.1:** Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.
>
> *Policy 2.1.1:* Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations, as necessary.
>
> * * *
>
> *Policy 2.1.2:* Adopt the following Future Land Use categories consistent with the Future Land Use Map and further defined in Land Development Regulations:
>
> * * *
>
> Commercial - This land use category designates those areas in the Village suitable for commercial and mixed-use development. Uses permitted include a broad range of office,

commercial, lodging, civic, educational and support functions; and high-density residential up to 150 dwelling units per acre. The gross floor area of any development on land designated Commercial shall not exceed a maximum intensity (also known as the maximum Floor Lot Ratio (FLR) of 13.0 times the net lot area of a subject property. The buildable intensity on any particular site shall be governed by specific regulations contained in the Unified Land Development Code (ULDC) and thus the stated maximum FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

* * *

The SAP is also compatible with other applicable objectives and policies in the Future Land Use Element and aligns with the vision for the Kennedy Boulevard corridor embraced in the NBV100 Master Plan, as described further below.

* * *

Objective 2.2: Develop a program and policies to promote the Village's character as an attractive waterfront community and direct future development and redevelopment to be consistent with the desired community character and goals, objectives, and policies within the Plan.

* * *

Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality and overall acceptability to local residents.

* * *

Policy 2.2.7: Reevaluate the Village's marina regulations and establish standards for marina development which will ensure compatibility with other land use goals and objectives.

Policy 2.2.8: The Village shall promote a mixed use and vibrant commercial street life through the promotion of quality restaurants, grocery stores, coffee and bagel shops, pharmacies, retails stores and entertainment centers.

Policy 2.2.9 The Village shall continue to seek opportunities to create a community gathering place for recreational, cultural, and art activities.

* * *

Objective 2.3: Require future development and redevelopment to be consistent with that indicated in the Future Land Use Element and with any adopted redevelopment plan.

Policy 2.3.1: Continue to strongly enforce all zoning laws.

* * *

Objective 2.4

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

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

* * *

NBV100 Master Plan – Pillars and Goals

The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the proposed SAP.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: The SAP promotes a mix of residential and commercial uses. The project will help enhance connectivity, walkability, and local accessibility to amenities and needed services, lessening reliance on the automobile and vehicular trips. Walkability will be promoted through enhanced public sidewalks which include protection from the elements.

Resiliency
In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The project will be required to provide a minimum open space at the ground level of 10% of the total lot area and must incorporate green building features to meet the requirements of the Village's Green Building Program (Division 5 of the ULDC). According to a North Bay Village Green Building Program scoresheet provided with the Site Plan application, the project includes features that will earn 26 points (6 above the minimum currently required by the ULDC), including a white roof, use of LID/green infrastructure, 100% native plants in landscaping, Energy STar rating appliances, and diversion of waste from landfill. Additionally, the Applicant

has retained Kyle Abney from Abney + Abney Green Solutions to help secure NGBS Silver certification for the project (for a total of 12 of the 26 claimed points).

Prosperity
The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(*1) Capitalize on existing resources.*
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: The SAP will facilitate the redevelopment of an underdeveloped site with a mix of land uses that will serve the needs of current and future residents. A mix of new residential units, ranging from studios to 3-bedroom units, plus complementary resident amenities will expand the inventory of housing opportunities within North Bay Village, while a new ground-floor grocery store, a new food hall, and space for additional retail, will enhance local retail and dining offerings, reducing the need for automobile trips within the Village and enhancing quality of life for its residents.

8. Rezoning Request and Appendix B

The request to rezone the subject property from T6-24 to “South Kennedy Special Area Plan” meets the criteria of Sec. 4.17.B. and does not constitute spot zoning pursuant to the definition provided in Sec. 4.17.A.

The scope of the regulations proposed in Appendix B is limited. In several cases, the alternative regulations vary marginally from the original regulations contained in the body of Chapter 15, Form Based Code. There are, however, a few key differences that are highlighted below. (More context to these differences is provided in a review of the proposed Site Plan against the criteria of Section 5.8.(B)(9)(c).)

Building Height: The SAP proposes a maximum building height of 24 stories (same as in the T6-24 transect) or 253 feet, 10 inches (13 feet, 10 inches taller than in the T6-24 transect). The SAP also proposes an additional height allowed for mechanical equipment of 24 feet, which is 14 feet taller than the maximum encroachment height allowed in the T6 transect zone for such appurtenances. In addition, the SAP amends the maximum height of the pedestal from 5 stories to 10 stories.

Pedestal Height: It is worth noting that the amended maximum building height is applied only to the residential tower. The commercial/parking garage portion of the project, which is in a connected but separate building (effectively, the “pedestal”), is 104 feet, 2 inches tall. (NOTE:

Height of the pedestal in feet is not mentioned in the text. Staff recommends that this amendment be added to the proposed text to ensure consistency).

Building Stepbacks: "Appendix B" eliminates the T6-24 transect's requirement for building stepbacks to mitigate the impact of building height on contiguous properties. However, Staff acknowledges that the proposed project's significantly differing heights, as well as greater-than-minimum south (rear) and west (interior side) setback, provide a credible alternative for the absence of stepbacks in the residential tower. The applicant has submitted a shadow study in conjunction with the Site Plan approval request (Attachment 5, provided for reference only) which indicates that the impact of shadows on adjacent southern and western properties is not significant during the summer. During the winter, impacts occur primarily toward the north and east during certain portions of the day. However, stepbacks on these sides of the development might not greatly mitigate the effect of winter shadows.

The following documentation of how the concurrent Site Plan approval request meets the criteria of Section 5.8.(B)(9)(c) is provided as a complement to inform discussion about the rezoning and text amendment request:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

Staff Evaluation: The project involves the redevelopment of an underutilized site. While the maximum building height proposed in the SAP nearly 14 feet greater than the current maximum height provided in Chapter 15, the proposed building configuration with respect to building heights will help reduce the impacts of building height (e.g., shadows, wind, and obstructed views) by keeping the commercial portion of the project limited to approximately 104 feet, according to the submitted plans.

To mitigate potential negative visual and noise impacts on the adjacent Treasure Island Elementary School, the project will be buffered by a 6-foot-tall wall and additional landscape screening on the south side of the wall along the property boundary (both items conditions of the original Site Plan approval). The Applicant will be required to conduct a study after the project is completed and operational for at least six (6) months to determine if a mid-block crosswalk is warranted on East Treasure Drive to enhance pedestrian safety (another condition of prior approval).

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Staff Evaluation: The project will provide 750 parking spaces, which exceeds the minimum requirement for off-street vehicular parking. Loading facilities are provided in the required number and sizes. This will help ensure that parking and loading functions to serve the needs of the project are confined to the site.

(3) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

Staff Evaluation: The SAP amendments establish the maximum development envelope in compliance with minimum setback requirements. The proposed minimum rear and side setback (on the site abutting East Treasure Drive) are being increased from 7 feet to 10 feet and from 15 feet to 20 feet, respectively. The proposed Site Plan complies with and exceeds the minimum open space and landscaping requirements.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Staff Evaluation: The Applicant has submitted an updated Traffic Impact Study (by David Plummer and Associates). The results of the roadway segment analysis show that the 79th Street Causeway roadway segments between the Project Driveway and E. Treasure Dr. and between 1800 Block and Project Driveway currently operate and will continue to operate within the Village's LOS standards during the AM and PM peak hours. The intersection capacity analysis shows adequate operations at the unsignalized project driveways during the AM and PM peak hours. The results, however, indicate the need for timing adjustments to reduce current and future southbound delays during AM and PM peak hours at the signalized intersections of 79th Street Causeway and East Treasure Drive and 79th Street Causeway and 1800 Block.

The Applicant also submitted a Gravity Sewer Capacity Analysis (by 300 Engineering Group). The study acknowledges planned PS Main Improvements. Analysis of the East Treasure Dr future gravity sewer system in comparison to the estimated project flows indicates that the future gravity sewers can sufficiently accommodate the future flow of 155 GPM.

Documentation of compliance with the applicable Level of Service (LOS) requirements, including those pertaining to schools, drainage, fire flows, and all other required approvals from external infrastructure agencies for the project, including Miami-Dade County DERM, Water and Sewer Department (WASD), and Fire Rescue, as well as the Florida Department of Transportation (FDOT) must be submitted prior to issuance of a building permit.

9. Evaluation of Project Relative to Chapter 15 and Appendix B

Provided for context and reference only – not a part of this application. Refer to the concurrent Site Plan Approval Request and Staff Analysis for complete information regarding the project.

Density and Intensity			
Regulation	**Standard/Requirement**	**Provided**	
Base Density	70 units pe acre (upa)	70 upa	195 units
Density Bonus	120 upa	119 upa	333 units
Total Add'l Units above Base Density			138 units
Workforce Housing Set-Aside • 50-70 upa • 71-120 upa	• 5% min required. • 10% of total units base. First 5% @ 60%-140% of MDC AMI. Remaining 5%	None. * *The applicability of Sec. 8.10.1 – including the density increase – to for-sale projects is being evaluated, and as such, the development may need to address the provision of*	

	of total units @ 80%-100% of MDC AMI	*workforce housing through an alternative means.*
Community Contribution Fee (CCF) for Density Bonus	*If applicable* (see * above), 100% of CCF assessed is required with Site Plan approved 2+ years after adoption of T6 zoning regulations.	
Intensity (Floor Lot Ratio)	13.0 max	6.6

Lot Area, Open Space and Civic Space Requirements		
Regulation	**Standard/Requirement**	**Provided**
Lot Area	10,000 sf min	121,914 sf
Civic Space Requirement	5% Lot Area min	5%
Open Space Requirement	10% Lot Area min.	31,336 sf (25.7% approx.)

BUILDING DISPOSITION		
Regulation	**Standard/Requirement**	**Provided**
Lot Coverage	90% max.	43%
Lot Width	100 ft. min	587 ft.-8 in.
Frontage at Front Setback	70% min.	90%
Location of Pedestrian Entrances	Primary on Kennedy Causeway	Primary on Kennedy
Sidewalk along Kennedy Causeway	20-ft easement	20 ft.
Specific to South Kennedy Special Area Plan		
Building Setbacks		
Primary Front–Kennedy Cswy.	20 ft. min.	20 ft. min.
Primary Front – Max for Commercial Portion of the Building	40 ft. min.	40 ft. max
Side Abutting a ROW	10 ft. min	10 ft.-1 in min.
Side Abutting a Lot	20 ft. min.	27 ft.-9 in.
Rear	20 ft. min.	24 ft.-6 in.
Stepbacks	None (Amended via the SAP)	None

BUILDING CONFIGURATION		
Building Floorplates		
Above the 5th story: • Residential Uses • Commercial Uses and for Parking • Max length for Residential • Max length for Commercial	 20,000 sf max. 40,000 sf max. 280 ft max. 280 ft max. (Amended via the SAP).	 Approx. 20,000 sf Approx. 40,000 sf Approx. 280 ft.
Specific to South Kennedy Special Area Plan		
Frontage		
Common Lawn	Prohibited	A gallery or arcade is

Porch and Fence	Prohibited	required for at least 80% of the frontage of commercial portions of buildings that are setback 20 feet from the front property line. Galleries and arcades may encroach into the front setback area by a maximum of 15 feet.
Terrace	Prohibited	
Forecourt	Allowed	
Stoop	Allowed	
Shopfront	Allowed	
Gallery	Allowed	
Arcade	Allowed (Amended via the SAP)	
Building Height		
Min. Building Height	2 Stories min.	Provided
Pedestal Height	10 Stories/105 ft. max. (Amended via the SAP)	10 stories/105 ft.
Overall Building Height	24 stories or 253 ft-10 in max (Amended via the SAP)	253 ft.-10 in.
Max. Height (Rooftop Mechanical)	24 ft.	24 ft.

Building Function and Parking Requirements		
Regulation	**Standard/Requirement**	**Provided**
Building Function and Parking Spaces • Residential -1 sp/dwelling = 333 • Visitor -1 sp/10 dwellings = 34 • Commercial -3 sp/1,000 sf = 159 • Bicycle -1 sp/5 dwellings and 6/50,000 sf of nonresidential = 66 • EV – 5% of required spaces = 25 • Handicapped - 11	Shared parking ratio of 1.2 applied to commercial parking = 139+34+333=499	752 69 25 17
Structured Parking Design	Per Sec. 9.3.I.	Documentation of compliance shall be submitted prior to building permit

DIVISION 5 – GREEN BUILDING PROGRAM		
Regulation	**Standard/Requirement**	**Provided**
Mixed-use	20 points min	26 (subject to NGBS certification prior to CO)

Findings

The proposed South Kennedy SAP is consistent with the development and community character goals of the North Bay Village Comprehensive Plan, the pillars of the NBV100 Master Plan, and the vision for the Kennedy Boulevard district. The SAP complies with the conditions for approval for an amendment pursuant to Sec. 4.17. of the Unified Land Development Code.

Recommendation

Based on the analysis and findings, Staff recommended to the Planning and Zoning Board approval of the South Kennedy SAP and associated rezoning and ULDC amendment as provided in the attached amended Zoning Map (Attachment 6) and Ordinance (Attachment 7), contingent upon the following items being addressed prior to 1st reading:

1. Present calculations of floor plate area and building length to verify compliance with the respective section of the Form-Based Code. If either the residential or nonresidential floor plates exceed the maximum area or building length, the Applicant may choose to either amend the proposed site plan or amend the proposed SAP regulations to include provisions for floor plate area and building length.
2. Amend and include in the proposed "Appendix B" a Summary Table (following Sec. 15.7.B) to memorialize the proposed text changes and to include an overlooked deviation in allowed Lot Frontage elements (arcade is shown as allowed on the Site Plan, but it is not allowed in T6-24).
3. Accept and incorporate Attachment 8, containing recommended changes to relevant sections of Chapter 15 referring to the proposed "Appendix B," into the package moved to 1st reading.
4. The rezoning and proposed amendment shall be approved and adopted prior to action by the Village Commission on the site plan (alternatively, action should be contingent on the outcome of the rezoning and proposed amendment).

The Applicant has complied with items 1 and 2 of this list, and the Planning and Zoning Board voted to recommend approval of the revised amendment package, including the revised SAP regulations and the relevant revisions to Chapter 15. Therefore, there are no remaining conditions to meet, other than the Village Commission must vote on the rezoning and proposed amendment prior to voting on the approval of the project site plan.

List of Staff Report Attachments

Attachment 1 – Boundary and Topographic Survey
Attachment 2 – South Kennedy Special Area Plan Application
Attachment 3 – Appendix B to Chapter 15, South Kennedy SAP (UPDATED)
Attachment 4 – Proposed Site Plan and Architectural Set *
Attachment 5 – Shadow Study *
Attachment 6 – Amended North Bay Village Zoning Map
Attachment 7 - Ordinance Rezoning to South Kennedy Special Area Plan and Amending ULDC
Attachment 8 – Proposed Chapter 15 Text Amendments

*For reference only – not a part of this application

NOTES:
1. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. MIAMI–DADE COUNTY BENCHMARK P–313–1970; ELEVATION: 5.27 FEET.
3. THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF AE, BASE FLOOD ELEVATION 8 & 9 FEET, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12086C0307L, WITH A DATE OF IDENTIFICATION OF 9/11/09, FOR COMMUNITY NO. 120654, IN MIAMI–DADE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
4. THIS SITE LIES IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI–DADE COUNTY, FLORIDA.
5. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE BEING S01°37'08"E.
6. REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
7. THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
8. TOTAL NUMBER OF CLEARLY IDENTIFIABLE PARKING SPACES ON THE SUBJECT PROPERTY IS 232 (228 REGULAR AND 4 DISABLED).
9. THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, ORDER NO. 10380290, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED 03/14/2022 AT 11:00 PM, REVISION A, DATED 4/14/22, SW. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B SECTION II OF SAID COMMITMENT:
   ITEMS 1, 2, 3, 4 & 5: STANDARD EXCEPTIONS, NOT ADDRESSED.
   ITEM 6: PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS IN DEED NO. 17274–A IN DEED BOOK 983, PAGE 1, AS CORRECTED BY DEED NO. 17274–B AND DEED NO. 17806–A IN DEED BOOK 2936, PAGE 45, APPLY TO THIS SITE BUT CANNOT BE PLOTTED (AS TO PARCELS 1 & 2).
   ITEM 7: EASEMENT IN O.R.B. 1000, PAGE 489, APPLIES TO THIS SITE AS DEPICTED HEREON (AS TO PARCELS 1 & 2).
   ITEM 8: EASEMENTS AND PROVISIONS IN COVENANT IN O.R.B. 13220, PAGE 2712, APPLY TO THIS SITE AS DEPICTED HEREON (AS TO PARCEL 1).
   ITEM 9: EASEMENTS, TERMS AND PROVISIONS IN EASEMENT AGREEMENT IN O.R.B. 13387, PAGE 2185, APPLY TO THIS SITE AS DEPICTED HEREON (AS TO PARCEL 1).
   ITEM 10: COVENANT RUNNING WITH THE LAND IN O.R.B. 16914, PAGE 870, AS AMENDED BY FIRST AMENDMENT TO COVENANT RUNNING WITH THE LAND IN O.R.B. 31243, PAGE 4309, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED (AS TO PARCEL 1).
   ITEMS 11 & 12: NOT ADDRESSED.
10. ALL RECORDED DOCUMENTS ARE PER MIAMI–DADE COUNTY RECORDS.
11. THE LEGAL DESCRIPTION WAS MODIFIED TO CORRECTLY DESCRIBE THE CURVE MENTIONED ON THE EASTERLY SOUTH BOUNDARY OF THIS SITE(NON–TANGENT CURVE).
12. THE PROPERTY DESCRIBED HEREIN IS WHOLLY CONTAINED IN WITHIN THE PROPERTY DESCRIBED IN CHICAGO TITLE INSURANCE COMPANYU COMMITMENT NO. 10380290 WITH AN EFFECTIVE DATE OF 3/14/2022 AT 11:00 PM, REV A, 4/12/2022 AND ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.
13. THE WAS NO EVIDENCE OF THE SITE USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
14. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES; THAT THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON THE LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON.
15. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH LAWS REGULATING SURVEYING IN THE STATE OF FLORIDA.
16. THE PROPERTY SHOWN HEREON HAS DIRECT ACCESS TO 79th STREET CAUSEWAY (STATE ROAD NO. 984) (NORTH BAY CAUSEWAY), A DEDICATED PUBLIC STREET OR HIGHWAY, MAINTAINED BY THE STATE OF FLORIDA.
17. EXCEPT AS SHOWN, ALL VISIBLE UTILITIES SERVING THE SUBJECT PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR RECORDED PUBLIC UTILITY EASEMENTS.
18. THE SURVEYOR CURRENTLY IS COVERED BY A PROFESSIONAL LIABILITY POLICY IN THE AMOUNT OF $2,000,000.
19. ENCROACHMENTS AS FOLLOWS:
   A) FENCE AND PORTION OF ASPHALT PARKING LOCATED UPON 4' UTILITY EASEMENT IN O.R.B. 1000, PAGE 489, ALONG THE SOUTH BOUNDARY.
   B) CLEANOUTS, METERS, MONITORING WELLS, SIGNS, HAND HOLES, CATCH BASINS, SEWER LINES, GUY ANCHORS, POWER POLES AND OVERHEAD WIRES WITHOUT BENEFIT OF KNOWN EASEMENTS.
20. THERE ARE NO PARTY WALLS ON THIS SITE.
21. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
22. THERE ARE NO KNOWN PROPOSED CHANGES TO STREET RIGHT OF–WAY LINES. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
23. THERE ARE NO PLOTTABLE OFFSITE EASEMENTS.

ZONING INFORMATION:
1. THIS SITE IS ZONED KENNEDY BOULEVARD DISTRICT (KBD)
2. BUILDING RESTRICTIONS:
   SETBACK REQUIREMENTS: FRONT: 10 FEET FOR FIRST 5 STORIES ALONG PRIMARY FRONT (KENNEDY CAUSEWAY); 25 FEET FOR FIRST 5 STORIES ALONG SECONDARY FRONT (EAST TREASURE DRIVE); 0 FEET ALONG WESTERN SIDE FOR FIRST 5 STORIES; 5 FEET FOR SOUTHERN SIDE FOR FIRST 5 STORIES. ADDITIONAL 10 FOOT STEPBACK IS REQUIRED ABOVE THE 5TH STORY AND A FURTHER 5 FOOT STEPBACK IS REQUIRED ABOVE THE 15TH STORY.
   MINIMUM LOT AREA: 10,000 SQUARE FEET MINIMUM; MINIMUM LOT WIDTH: 100 FEET.
   BUILDING HEIGHT: MINIMUM HEIGHT OF 2 STORIES; MAXIMUM HEIGHT IS 24 STORIES OR 240 FEET. MAXIMUM PEDESTAL HEIGHT IS 5 STORIES. THE PROJECT'S SAP APPROVAL PERMITS A HIGHER PARKING GARAGE PEDESTAL HEIGHT THAN TYPICALLY PERMITTED.
   PARKING: PARKING STRUCTURE SHALL NOT EXTEND BEYOND THE HEIGHT OF THE PEDESTAL (5 STORIES). THE SAP APPROVED FOR THE PROJECT PROVIDES SPECIFIC PARKING REQUIREMENTS FOR THE PROJECT WITH WHICH THE PROJECT COMPLIES. A TOTAL OF 475 PARKING SPACES ARE REQUIRED AND 666 PARKING SPACES ARE PROVIDED. (COMBINED SITES)
   DENSITY RESTRICTIONS: MAXIMUM DENSITY OF 150 DWELLING UNITS PER ACRES SO LONG AS THE TOTAL UNITS ARE SET ASIDE FOR NON–SUBSIDIZED WORKFORCE HOUSE.
   LOT COVERAGE: MINIMUM OPEN SPACE ARE OF 10% OF LOT AREA.
3. THE RESTRICTIONS SHOWN ABOVE ARE PER THE SITE PLAN OF COMBINED EAST AND WEST PROPERTIES PER GUNSTER, YAOKLEY & STEWART, P.A. LAND USE AND ZONING OPINION LETTER DATED APRIL, 2022.

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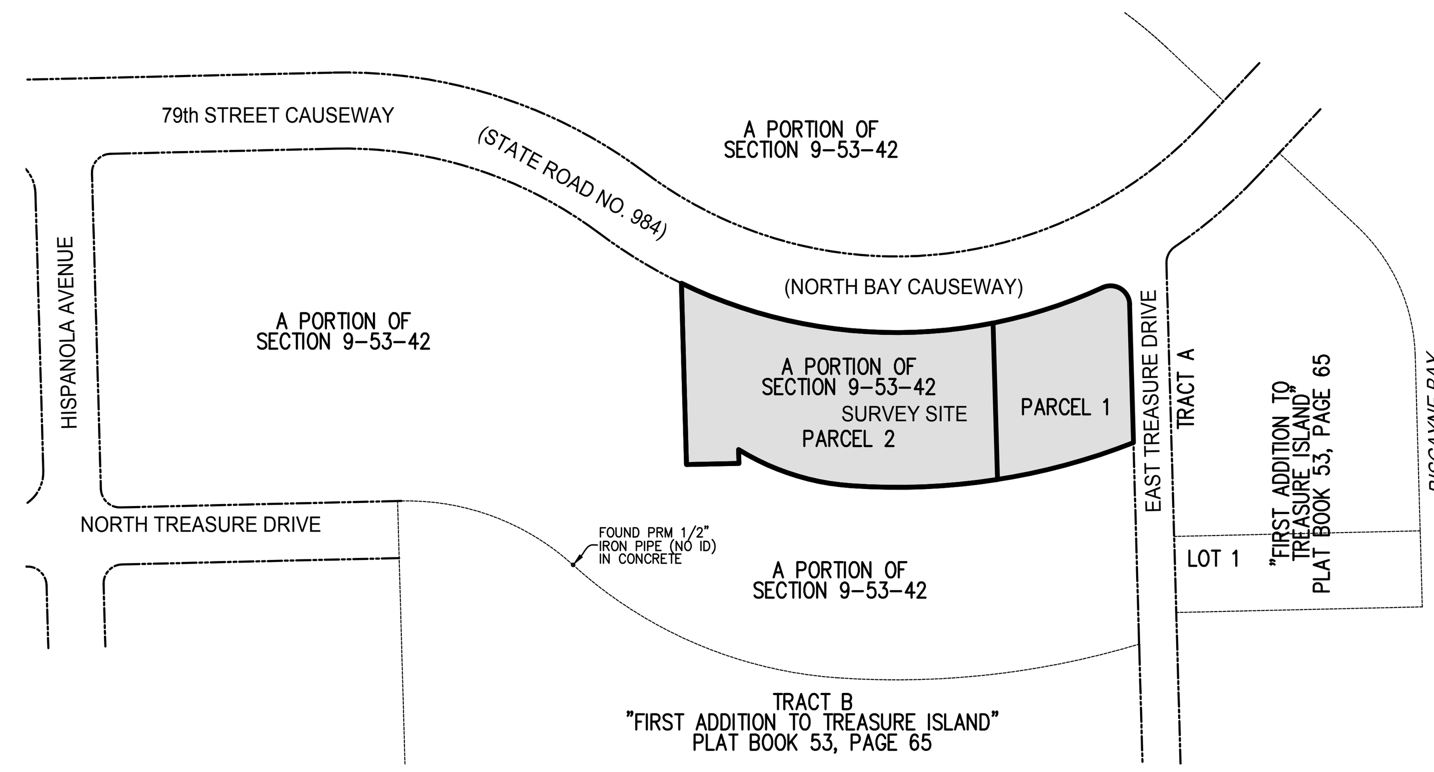

VICINITY MAP
NOT TO SCALE

TREE TABLE

Tree #	Scientific Name	Common Name	DBH - in.	Height - ft. (Palms - CT)	Canopy (Dia. Ft.)	Canopy (Sq. ft.)	Condition	Disposition
1	*Ficus benjamina*	Ficus	5	22	10	79	Invasive	Remove
2	*Ficus benjamina*	Ficus	8	23	15	177	Invasive	Remove
3	*Ficus benjamina*	Ficus	8	22	14	154	Invasive	Remove
4	*Ficus benjamina*	Ficus	8	20	18	254	Invasive	Remove
5	*Ficus benjamina*	Ficus	11	26	13	133	Invasive	Remove
6	*Ficus benjamina*	Ficus	9	25	12	113	Invasive	Remove
7	*Ficus aurea*	Ficus	9	40	55	2375	Fair	Remove
8	*Podocarpus gracilor*	Weeping Podocarpus	6	16	14	154	Fair	Remove
9	*Schinus terebinthifolia*	Brazilian Pepper	26	27	30	707	Invasive	Remove
10	*Schinus terebinthifolia*	Brazilian Pepper	30	20	40	1256	Invasive	Remove
11	*Schinus terebinthifolia*	Brazilian Pepper	24	19	14	154	Invasive	Remove
12	*Schinus terebinthifolia*	Brazilian Pepper	24	20	15	177	Invasive	Remove
13	*Schinus terebinthifolia*	Brazilian Pepper	8	25	18	254	Invasive	Remove
14	*Schinus terebinthifolia*	Brazilian Pepper	24	12	15	177	Invasive	Remove
15	*Schinus terebinthifolia*	Brazilian Pepper	14	16	18	254	Invasive	Remove
16	*Schinus terebinthifolia*	Brazilian Pepper	29	22	17	227	Invasive	Remove
17	*Bischofia javanica*	Bischofia	4	12	10	79	Invasive	Remove
18	*Schinus terebinthifolia*	Brazilian Pepper	8	15	12	113	Invasive	Remove
19	*coccoloba uvifera*	Seagrape	29	25	23	415	Fair	Remove
20	*Schinus terebinthifolia*	Brazilian Pepper	30	30	20	314	Invasive	Remove
22	*Sabal palmetto*	Cabbage Palm	12	14	15	177	Fair	Remove
23	*Sabal palmetto*	Cabbage Palm	14	10	25	491	Good	Remove
24	*Sabal palmetto*	Cabbage Palm	12	25	12	113	Good	Remove
25	*Sabal palmetto*	Cabbage Palm	12	23	10	79	Good	Remove
26	*Tabebuia caraiba*	Yellow Tabebuia	13	22	15	177	Fair	Remove
27	*Cocos nucifera*	Coconut Palm	9	25	15	177	Fair	Remove
28	*Tabebuia caraiba*	Yellow Tabebuia	9	15	8	50	Fair	Remove
29	*Sabal palmetto*	Cabbage Palm	17	10	10	79	Fair	Remove
30	*Tabebuia caraiba*	Yellow Tabebuia	15	18	15	177	Fair	Remove
31	*Tabebuia caraiba*	Yellow Tabebuia	6	8	10	79	Fair	Remove
32	*Sabal palmetto*	Cabbage Palm	12	22	10	79	Good	Remove
33	*Sabal palmetto*	Cabbage Palm	12	25	10	79	Good	Remove
34	*Sabal palmetto*	Cabbage Palm	10	25	12	113	Good	Remove
35	*Sabal palmetto*	Cabbage Palm	12	20	10	79	Good	Remove
36	*Tabebuia caraiba*	Yellow Tabebuia	7	18	10	79	Fair	Remove
37	*Tabebuia caraiba*	Yellow Tabebuia	15	27	25	491	Fair	Remove
38	*Tabebuia caraiba*	Yellow Tabebuia	17	29	20	314	Fair	Remove
39	*Tabebuia caraiba*	Yellow Tabebuia	12	10	10	79	Fair	Remove
40		Uprooted	N/A	N/A	N/A	N/A	Uprooted	Remove
41	*Ficus benjamina*	Ficus	14	25	25	491	Invasive	Remove
42	*Ficus benjamina*	Ficus	8	23	15	177	Invasive	Remove
43	*Ficus benjamina*	Ficus	8	10	5	20	Invasive	Remove
44	*Ficus benjamina*	Ficus	7	12	10	79	Invasive	Remove
45		Dead	N/A	N/A	N/A	N/A	Dead	Remove
46	*Sabal palmetto*	Cabbage Palm	12	30	10	79	Fair	Remove
47	*Sabal palmetto*	Cabbage Palm	14	17	11	95	Fair	Remove
48	*Sabal palmetto*	Cabbage Palm	12	17	12	113	Fair	Remove
49	*Sabal palmetto*	Cabbage Palm	7	10	8	50	Fair	Remove
50	*Sabal palmetto*	Cabbage Palm	10	18	10	79	Fair	Remove
	Total Square Footage Removed					6265		

LEGAL DESCRIPTION: (PER COMMITMENT)

PARCEL 1:
A PORTION OF THE SOUTHEAST ONE–QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE MAP OF HIGHWAY RIGHT–OF–WAY OF PROPOSED NORTHEAST SEVENTY–NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI –DADE COUNTY, FLORIDA; THENCE N88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT–OF–WAY FOR 1560.00 FEET; THENCE S 01°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT–OF–WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT–OF–WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGEL OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AND ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE; THENCE S01°37'08" E ALONG SAID RIGHT–OF–WAY LINE OF 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET; AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT–OF–WAY LINE OF 79TH STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES. LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI–DADE COUNTY, FLORIDA.

PARCEL 2:
A PORTION OF THE SOUTHEAST ONE–QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE–HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE MAP OF HIGHWAY RIGHT–OF–WAY OF PROPOSED NORTH–EAST SEVENTYNINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT–OF–WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT–OF–WAY OF SAID SEVENTY–NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT–OFWAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT ON THE ARC OF A NON–TANGENT CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS N 08°55'50" W; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI–DADE COUNTY, FLORIDA AND CONTAINING A TOTAL OF 121,914 SQUARE FEET (2.7988 ACRES), MORE OR LESS.

CERTIFICATION:
TO S3 RE NORTH BAY FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS; SHOMA NORTH BAY VILLAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY; CHICAGO TITLE INSURANCE COMPANY; ERRA LAW; GUNSTER, YAOKLEY & STEWART, P.A.:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 13, 14, 16, 17, 18, 19 & 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 6/1/22.

DATE OF PLAT OR MAP: 6/1/22

John F Pulice
Digitally signed by John F Pulice
Date: 2023.07.03 11:57:08 -04'00'

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
STATE OF FLORIDA

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

SHEET 1 OF 2

NO.	REVISIONS	BY
5		
4	#69962 UPDATE SURVEY–6/1/22	B.B./J.S.
3	UPDATE TITLE COMMITMENT–4/27/21	L.H.
2	#67514–TREE SURVEY–08/27/20	L.H.
1	#66755–ORIGINAL SURVEY–01/14/20	L.S.

NORTH BAY VILLAGE SITE
1872 NE 79th STREET CAUSEWAY,
NORTH BAY VILLAGE, FLORIDA 33141
(CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY)

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572–1777
FAX: (954) 572–1778
E–MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.S. | SCALE: 1" = 30' | CLIENT: SHOMA GROUP
CHECKED BY: J.F.P. | SURVEY DATE: 6/1/22 | ORDER NO.: 69962

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

SHEET 2 OF 2

NORTH BAY VILLAGE SITE
1872 NE 79th STREET CAUSEWAY
NORTH BAY VILLAGE, FLORIDA 33141
(CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY)

BOUNDARY,TOPOGRAPHIC SURVEY
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CHECKED BY: J.F.P.	SURVEY DATE: 6/1/22	ORDER NO.: 69962

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

NORTH BAY VILLAGE
EST. 1945

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

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

ULDC Text Amendment _____

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

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

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

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

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

1. Applicant Name: Shoma North Bay Village, LLC
   (If different from Owner)
2. Contact Phone: 305-376-6061 Email Address: MGarcia-Serra@gunster.com
3. Mailing Address c/o Gunster, 600 Brickell Ave, Ste 3500, Miami, FL 33131

For ULDC Text Amendment:

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

Please see attached Appendix B.

2. Reason for Request: Modification of previously approved Special Area Plan (SAP).

For Zoning Map Amendment, including Special Area Plan:

1. Property Owner Name: Shoma North Bay Village, LLC
2. Contact Phone: 305-376-6061 Email Address: mgarcia-serra@gunster.com
3. Mailing Address: 201 Sevilla Avenue, Suite 300, Coral Gables, Florida
4. Site Address: 1872 79th Street Causeway
5. Legal Description of Property: Please see attached Exhibit "A."
6. Folio Number(s): 23-3209-000-0250
7. Lot Size (Acres): 2.79 Acres
8. Existing Zoning Designation: T6-24-South Kennedy Overlay District – SK SAP Zoning Requested: n/a
9. Reason for Request:

Modification of previously approved Special Area Plan (SAP) and Development Agreement.

APPLICANT AFFIDAVIT

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

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

Signature

Chief Executive Officer (CEO)
Title (if applicable)

Corporate Seal (affix if applicable)

Sworn to and subscribed to before me this 24th day of May, 2023.

Notary

Public Commission expires:

ANGELA SUAREZ
MY COMMISSION # HH 208444
EXPIRES: April 15, 2026

CONDITIONS FOR APPROVAL OF A REZONING REQUEST

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

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

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

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

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

In addition, the application shall demonstrate that:

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

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

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

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

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

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

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

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

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

CRITERIA FOR SPECIAL AREA PLAN

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

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

APPLICANT CHECKLIST

Applications are incomplete until all materials have been received by the Village Clerk. Applicant must provide the following upon submittal of application:

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

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

Office Use Only:

Date Submitted: _____

Date Paid: _____

Cash or Check #_____

Total Paid: $_____

Filing Fee: $_____

Cost Recovery Dep: $_____

Exhibit "A"
LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

APPENDIX B

South Kennedy Special Area Plan (SK SAP).

Figure 1

1. General requirements.

   a. Purpose and intent. The SK SAP is intended to encourage mixed use buildings anchored by grocery stores on commercial lots on the south side of Kennedy Causeway where such buildings shall provide a pedestrian-friendly experience and a significant added convenience to Village residents. This district provides the opportunity for development of mixed-use residential buildings, if certain requirements are met. In order to provide incentives for re-development and to streamline the development approval process, the SK SAP has been pre-designated on the official zoning map. Application of the development incentives available in the SK SAP to individual properties will be reviewed and approved by the Planning and

Zoning Board and Village Commission concurrently with the site plan approval process.

b. Applicability.

(1) The SK SAP provides for an optional set of development regulations that may be voluntarily employed in the mixed-use development of lands located within geographic limits of the SK SAP shown on the official zoning map and indicated on Figure 1 above.

(2) All regulations of the underlying zoning district that are not otherwise addressed in these regulations shall apply. Where the underlying zoning district and the SK SAP both apply, the SK SAP shall govern.

(3) If a property owner should elect not to develop under these optional regulations, only the regulations of the underlying zoning district shall apply.

c. Approval. In order to approve an application, the Village Commission shall find that the development proposed:

(1) Is compatible with surrounding intensities and densities of development;

(2) Provides access to adequate light and air for surrounding properties;

(3) Provides commercial use(s) intended to serve the needs of the residents; and

(4) Creates a pedestrian-friendly experience at the ground level.

2. Allowable uses. All uses listed as permitted or special exception uses in the underlying zoning district shall also be allowed in the SK SAP, and such use shall be subject to all conditions, requirements or limitations applicable to the use in the underlying zoning district, except as may otherwise be set forth in this section.

3. Minimum Unit Size. The minimum size for a residential unit shall be ~~350~~ 325 square feet.

4. Height.

a. The maximum building height is 24 stories or 253 feet - 10 inches to the top of the roof level of level 24.

b. The maximum additional height allowed for mechanical equipment, including but not limited to, cooling towers, is an additional 24 feet.

c. The maximum parking garage/pedestal height is 10 stories/105 feet.

~~4~~5. Setbacks.

a. Fronting Kennedy Causeway, the minimum front setback to the face of building is 20 feet and the maximum front setback for the commercial portion of any building is 40 feet. A gallery or arcade is required for at least 80% of the frontage of commercial portions of buildings that are setback 20 feet from the front property line. Galleries and arcades may encroach into the front setback area by a maximum of 15 feet.

b. The minimum setback for a side abutting a right of way is ~~7~~ 10 feet.

c. The minimum rear setback is ~~15~~ 20 feet.

d. The minimum setback for a side abutting a lot is 20 feet.

~~5~~6. Stepbacks.

a. There shall be no stepback requirement.

~~6~~7. Lot Size, Width, Frontage, and Lot Coverage

a. The minimum lot size is 10,000 square feet.

b. The minimum lot width is 100 feet.

c. The minimum lot frontage is 100 feet.

d. The maximum lot coverage is 90%.

8. Maximum Floorplate Areas and Lengths.

a. Multifamily Residential

i) Area: 20,000 sq. ft.
ii) Length: 280 feet

b. Commercial Parking

i) Area: 40,000 sq. ft.
ii) Length: 280 feet

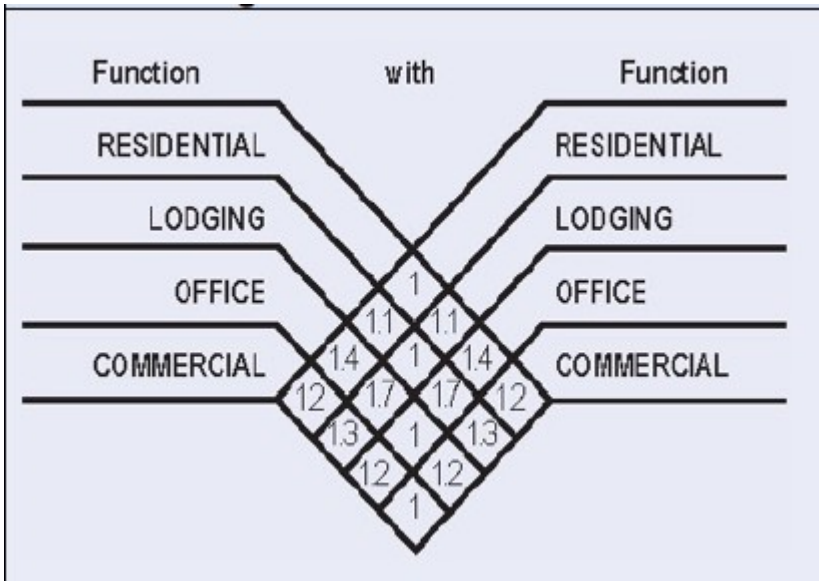
9. Parking Requirements.

a. A minimum of ~~1.5~~ 1 parking space is required per dwelling unit.

b. A minimum of 1 additional visitor parking space is required for every 10 dwelling units.

c. A minimum of 3 parking spaces is required for every 1,000 square feet of Commercial Use.

d. Shared Parking. The parking required for any two uses on a property is calculated by dividing the number of spaces required by the lesser of the two uses by the appropriate factor from the Table below and adding the result to the greater use parking requirement. (For instance: for a building with a Residential Use requiring 100 spaces and a Commercial Use requiring 20 spaces, the 20 spaces divided by the sharing factor of 1.2 would reduce the total requirement to 100 plus 16 spaces. For uses not indicated in this chart on a mixed-use lot a sharing factor of 1.1 shall be allowed.) This Section, as applied to the SK SAP, supersedes Section 9.3.F.



f. All parking shall be screened from the rights-of-way by an art treatment or habitable liner and parking shall not exceed 10 stories/105 feet in height.

10. Landscaping Requirements. To discourage use of fertilizers, pesticides, and unnecessary water waste, where appropriate due to lack of sunlight, irrigation, other environmental factors, or other project constraints, artificial landscaping may be used to comply with landscaping requirements.

SHOMA NORTH BAY VILLAGE

FOR

SHOMA GROUP

IN

NORTH BAY VILLAGE, FLORIDA

NOTE : THE PROPOSED WORK HAS BEEN DESIGNED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND VILLAGE CODES AND REGULATIONS HAVING JURISDICTION. IF ANY DISCREPANCIES EXIST BETWEEN THE PLANS/SPECIFICATIONS PREPARED BY THE DESIGNER AND THE VILLAGE CODE AND/OR THE VILLAGE STANDARD DETAILS, THE LATTER SHALL GOVERN OR THE MOST STRINGENT

STATE OF FLORIDA — JOSE SAUMELL — AR0013080 — REGISTERED ARCHITECT

Jose Saumell

INDEX OF DRAWINGS

SHEET	REV. N°	DATE	DESCRIPTION
			ARCHITECTURAL
CS			INDEX OF DRAWINGS
A-0.SP-1			SITE PLAN
A-0.1			LOCATION MAP
A-2.1			OVERALL – LEVEL 1 – FLOOR PLAN
A-2.1M			OVERALL – LEVEL 1.2 MEZZANINE FLOOR PLAN
A-2.2			OVERALL – LEVEL 2 – FLOOR PLAN
A-2.3			OVERALL – LEVEL 3 – FLOOR PLAN
A-2.4			OVERALL – LEVEL 4 – FLOOR PLAN
A-2.5			OVERALL – LEVEL 5 – FLOOR PLAN
A-2.6			OVERALL – LEVEL 6 – FLOOR PLAN
A-2.7			OVERALL – LEVEL 7 – FLOOR PLAN
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A-2.9			OVERALL – LEVEL 9 – FLOOR PLAN
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A-2.11			OVERALL – LEVEL 11 – FLOOR PLAN
A-2.12			OVERALL – LEVEL 12 – FLOOR PLAN
A-2.14			OVERALL – LEVEL 14 – FLOOR PLAN
A-2.15			OVERALL – LEVEL 15 – FLOOR PLAN
A-2.16			OVERALL – LEVEL 16 – FLOOR PLAN
A-2.17			OVERALL – LEVEL 17 – FLOOR PLAN
A-2.18			OVERALL – LEVEL 18 – FLOOR PLAN
A-2.19			OVERALL – LEVEL 19 – FLOOR PLAN
A-2.20			OVERALL – LEVEL 20 – FLOOR PLAN
A-2.21			OVERALL – LEVEL 21 – FLOOR PLAN
A-2.22			OVERALL – LEVEL 22 – FLOOR PLAN
A-2.23			OVERALL – LEVEL 23 – FLOOR PLAN
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A-3.1			RESIDENTIAL BUILDING I ELEVATIONS
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C-9.0			GRADING & DRAINAGE PLAN
C-10.0			DRAINAGE DETAILS
C-11.0			STORMWATER POLLUTION PREVENTION PLAN
C-12.0			STORMWATER POLLUTION PREVENTION DETAIL

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  (786) 437-8658

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  ARCHITECTS & PLANNERS
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  (954) 923 9681

- CIVIL/TRAFFIC ENGINEER
  DAVID PLUMMER & ASSOCIATES
  1750 PONCE DE LEON
  BOULEVARD
  CORAL GABLES, FL 33134
  (305) 447 0900

- SUBMITTAL DATES
- 08/30/2023-RESUBMITTAL

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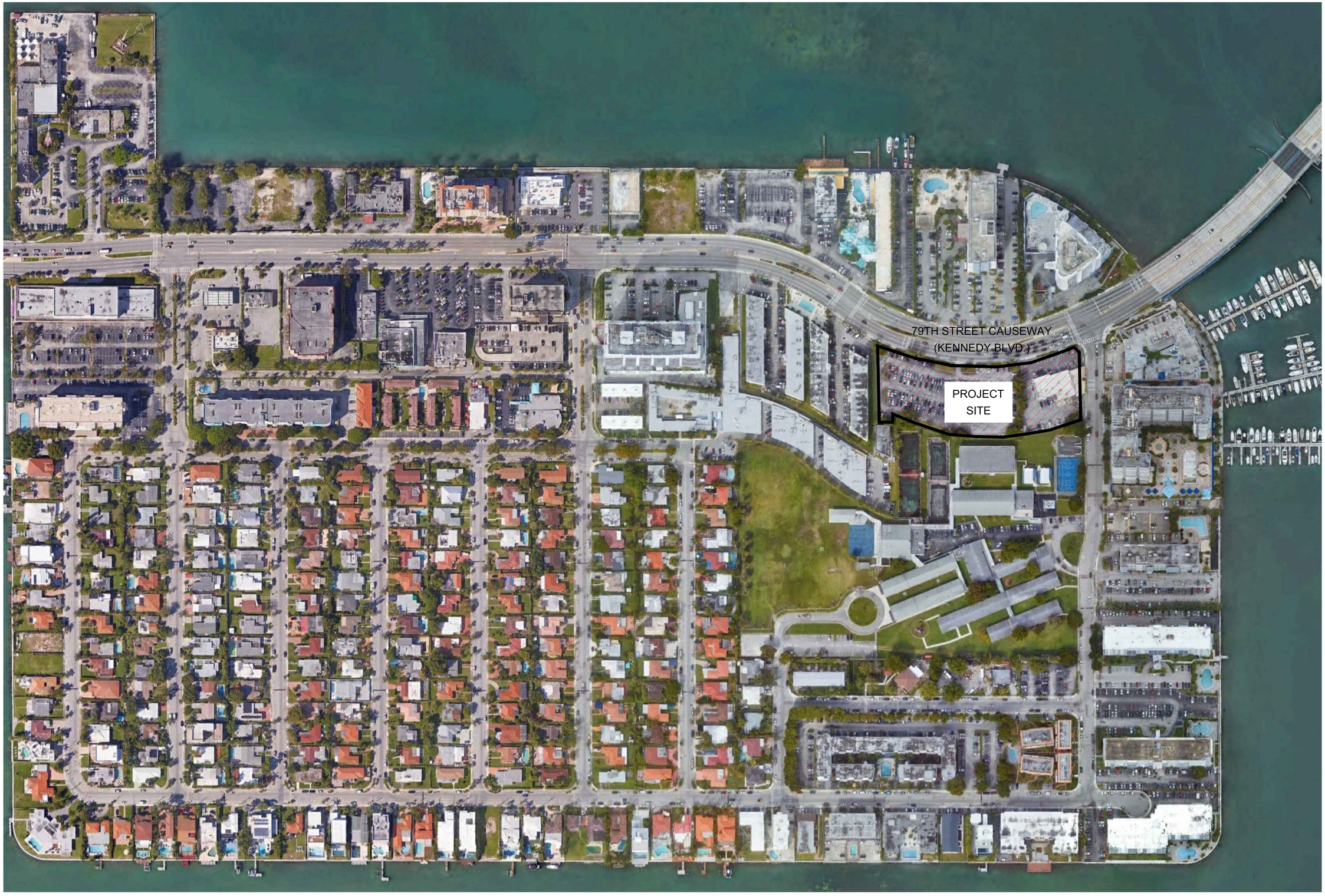

SITE LOCATION

LOCATION MAP

NTS

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

JOSE I. SAUMELL
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MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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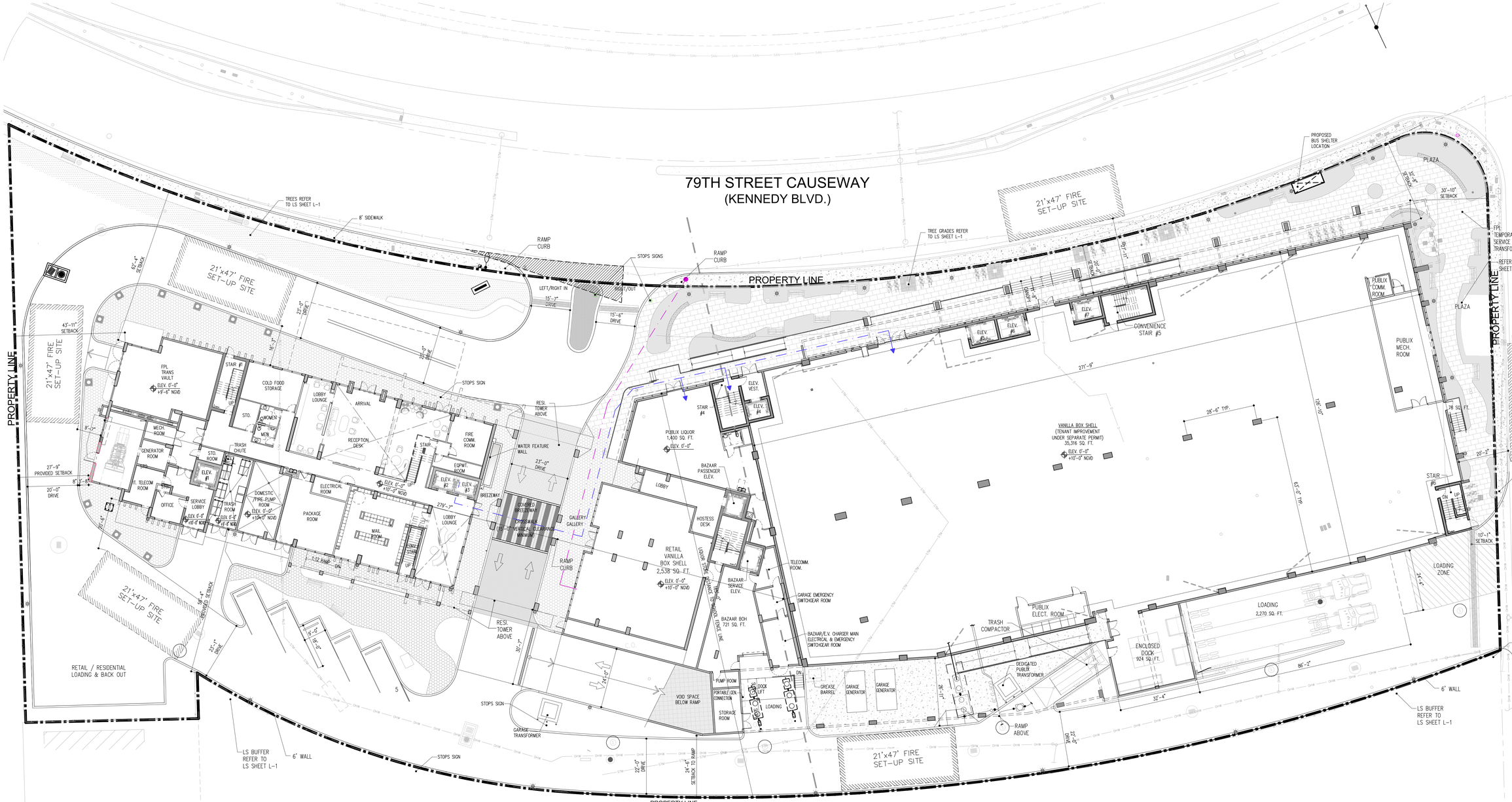
DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	LOCATION MAP
SHEET NUMBER:	A-0.1



SITE DATA

LOCATION	North Bay Village, FL.
ZONING DESIGNATION	T6–24
OVERLAY DISTRICT	South Kennedy Overlay District
TYPE OF USE	Mix Use Multi–Family Housing

BUILDING DISPOSITION	REQUIRED	PROVIDED	
A. LOT AREA	10,000 sf. min.	2.798 acres	121,914 sf.
B. LOT WIDTH	100' min.	587'–8"	
C. LOT COVERAGE	90% max / 109,723 sf.	52,395 sf.	42.98%
D. FRONTAGE @ FRONT SETBACK			
79th Street Causeway	A gallery or arcade is required for at least 80% of the frontage of a commercial portion of a building that is within 20 feet of the front property line	90%	
E. OPEN SPACE	10% min. / 12,191 sf. (Per T6–24)	31,336 sf.	25.70%
F. DENSITY	120 du's / ac. = 335 units	333 units	119 du's/ac
G. INTENSITY (FLR=13)	Max. Allowed = 36.37 ac.	18.49 ac.	

NOTE : THE PARCEL PROPOSED FOR LAND CLEANING OR DEVELOPMENT DOES NOT SERVE AS HABITAT FOR A RARE, THREATENED OR ENDANGERED SPECIES OR A SPECIES CONCERN; OR IS NOT ENVIRONMENTALLY SENSITIVE AREA.

BUILDING CONFIGURATION FRONTAGE				
A. COMMON LAWN	Prohibited	–		
B. PORCH & FENCE	Prohibited	–		
C. TERRACE	Prohibited	–		
D. FORECOURT	Allowed	–		
E. STOOP	Allowed	–		
F. SHOPFRONT	Allowed	Yes		
G. GALLERY	Allowed	Yes		
H. ARCADE	Prohibited	–		

BUILDING SETBACK	REQUIRED	PROVIDED
A. NORTH SETBACK	20'–0" min.	20'–0"
B. EAST SETBACK	10'–0" min.	10'–0"
C. SOUTH SETBACK	20'–0" min.	24'–6"
D. WEST SETBACK	20'–0" min.	27'–9"

BUILDING HEIGHT		
Pedestal Height (Parking Garage):		104'–2"
(RESIDENTIAL TOWER)		
Min. Height	2 stories	PROVIDED
Max. Height	24 Stories or 240 feet'	24 stories (25'-10" TOP OF ROOF (LEVEL 24)
Max. Height	(ROOF TOP MECHANICAL EQUIPMENT)	
	10'–0"	24'-0" TOP OF MECHANICAL EQUIPMENT (ELEV.=277–10")

BIKE RACK

Residential Required:	1 sp/20 req. spaces	66
Commercial Required:		6
Subtotal:		72
Reduction after 50 sp:		–11
Total Required:		61
Total Provided:		69

PARKING SUMMARY

REQUIRED

Type of parking	# of DU's or SF	Code Required	Total
Residential	333 units	1. spaces/unit	333 spaces
Visitor	333 units	0.1 spaces/unit	34 spaces
Sub–total			367 spaces
Retail / Supermarket	52,929 sf.	3 sp/1,000 sf.	159 spaces
Shared parking reduction = 120 sp/1.2 = 100 per shared parking standards table			20 spaces
Sub–total			139 spaces
Grand total required			506 spaces

* HC Parking: (501–1000–2% total) = 11 spaces required
* 10 E.V.S.E. – Ready Spaces included in total

PROVIDED

Designation	Levels	Compact	Regular	HC	Total
Publix	Site	–	5	–	5
	Level 2	–	61	3	64
	Level 3	–	62	3	65
Visitor/Retail	Level 4	–	57	1	81
Resi. Parking		–	23	–	
Resi. Parking	Levels 5–8	8	388	8	404
Resi. Parking	Level 9	2	89	2	93
Resi. Parking	Level 10	–	40	–	40
Grand total					752

* 10 Compacted Spaces included in total
* 25 E.V.S.E. – Ready Spaces included in total
* 17 ADA Spaces included in total

UNIT MIX (23 LEVELS)

Unit Type	Area (Net)		Total # of units	%	NSF	
STUDIO						
ST 1	333 sf		40	12%	13,320 sf	
	Subtotal		**40**		**13,320 sf**	***333 avg sf/du***
1 Bedroom/ 1 Bathroom						
A1	691 sf		78	41%	53,898 sf	
A2	815 sf		19		15,485 sf	
A2.1	805 sf		19		15,295 sf	
A3	1,088 sf		19		20,672 sf	
	Subtotal		**135**		**105,350 sf**	***780 avg sf/du***
2 Bedroom / 2 Bathroom						
B1	997 sf		40	39%	39,880 sf	
B1A	1,005 sf		19		19,095 sf	
B1A.2	1,202 sf		1		1,202 sf	
B2	1,091 sf		21		22,911 sf	
B3	1,091 sf		8		8,728 sf	
B4	1,120 sf		20		22,400 sf	
B5	1,147 sf		20		22,940 sf	
	Subtotal		**129**		**137,156 sf**	***1,063 avg sf/du***
3 Bedroom / 2 Bathroom						
C1	1,324 sf		20	6%	26,480 sf	
	Subtotal		**20**		**26,480 sf**	***1,324 avg sf/du***
PENTHOUSE						
P1	1,793 sf	est.	2	3%	3,586 sf	
P2	1,886 sf	est.	1		1,886 sf	
P3	2,422 sf	est.	1		2,422 sf	
P4	2,008 sf	est.	1		2,008 sf	
P5	1,973 sf	est.	1		1,973 sf	
P6	2,719 sf	est.	1		2,719 sf	
P7	2,583 sf	est.	2		5,166 sf	
	Subtotal		**9**		**19,760 sf**	***2,196 avg sf/du***
Grand Total			**333 units**	100%	**302,066 sf**	***907 avg sf/du***

LOADING ZONE DATA

	REQUIRED	PROVIDED
Residential:	3 Berths (900 sf total)	3 Berths (1,060sf total)
Commercial:	2 Berths (420 sf each)	2 Berths (800sf each)

NORTH

SITE PLAN

SCALE: 1/16" = 1'-0"

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

EAST TREASURE DRIVE
21'x47' FIRE SET-UP SITE

Jose Saumell
JOSE I. SAUMELL
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MSA ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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CONTRACT DATE	
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JOB NO.	1952.PRJ

SHEET TITLE: SITE PLAN

SHEET NUMBER: A-0.SP-1

BY

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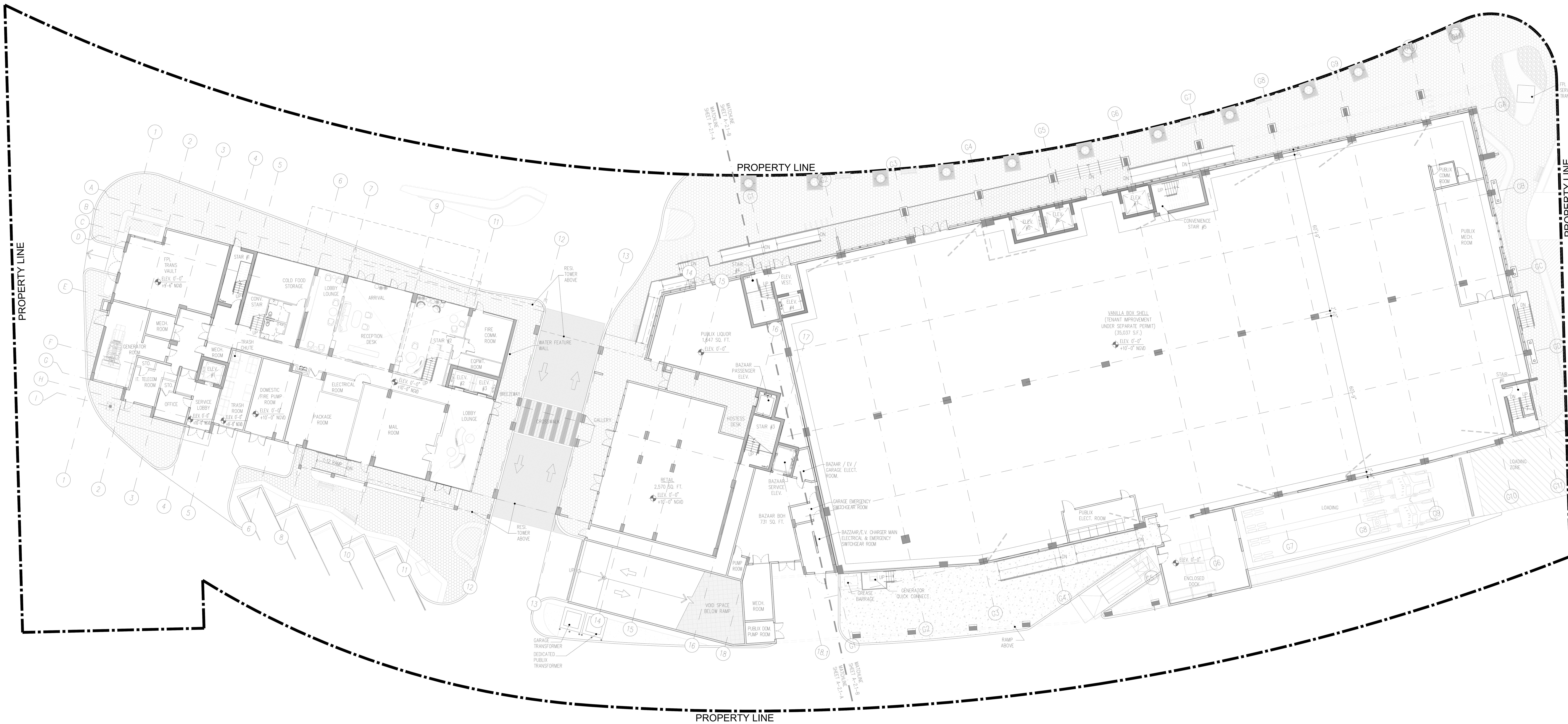

OVERALL LEVEL 1 - PLAN

SCALE: 1/16" = 1'-0"

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

Jose Saumell

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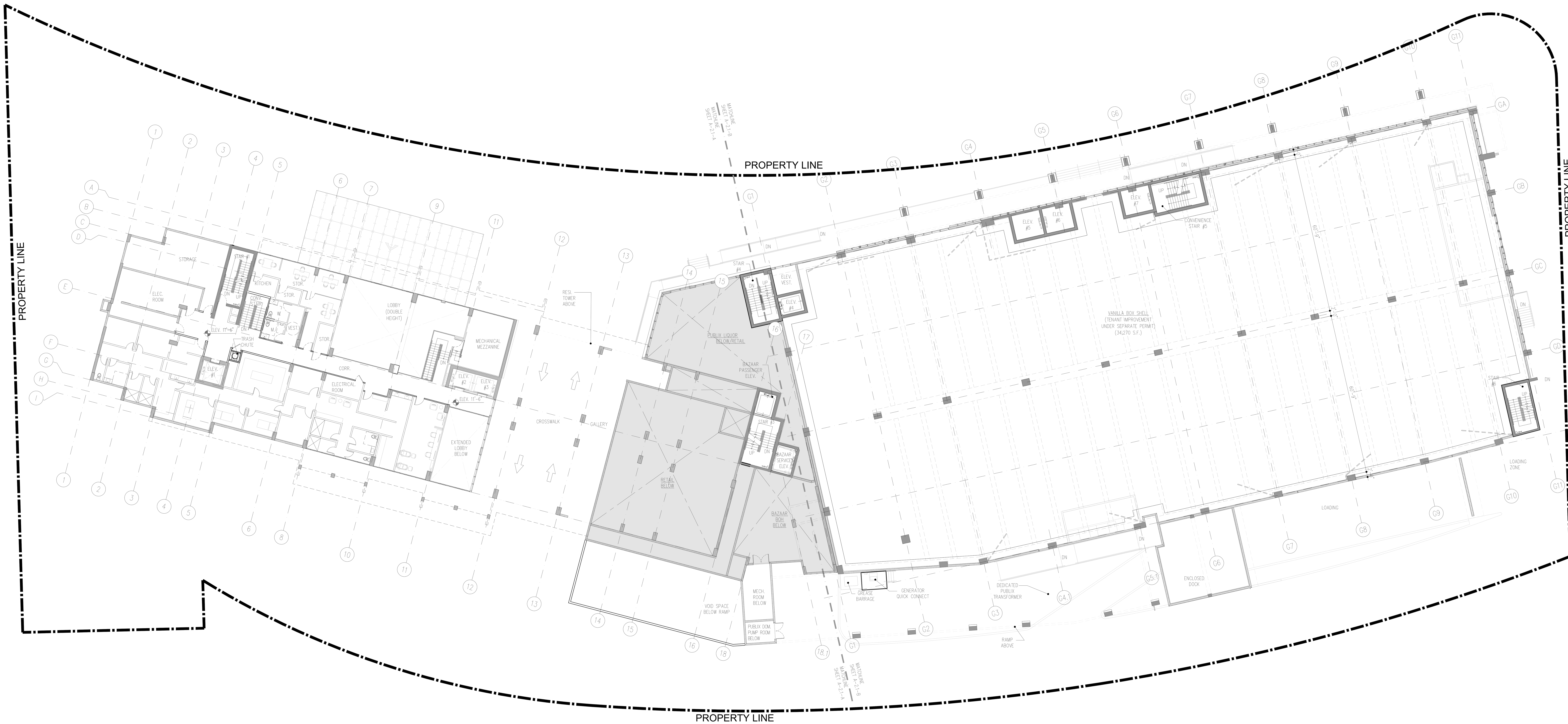
SHEET NUMBER:	A-2.1



OVERALL MEZZANINE - PLAN

SCALE: 1/16" = 1'-0"

NORTH

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

Jose Saumell

STATE OF FLORIDA JOSE SAUMELL AR0013085 REGISTERED ARCHITECT

JOSE I. SAUMELL
AR0013085

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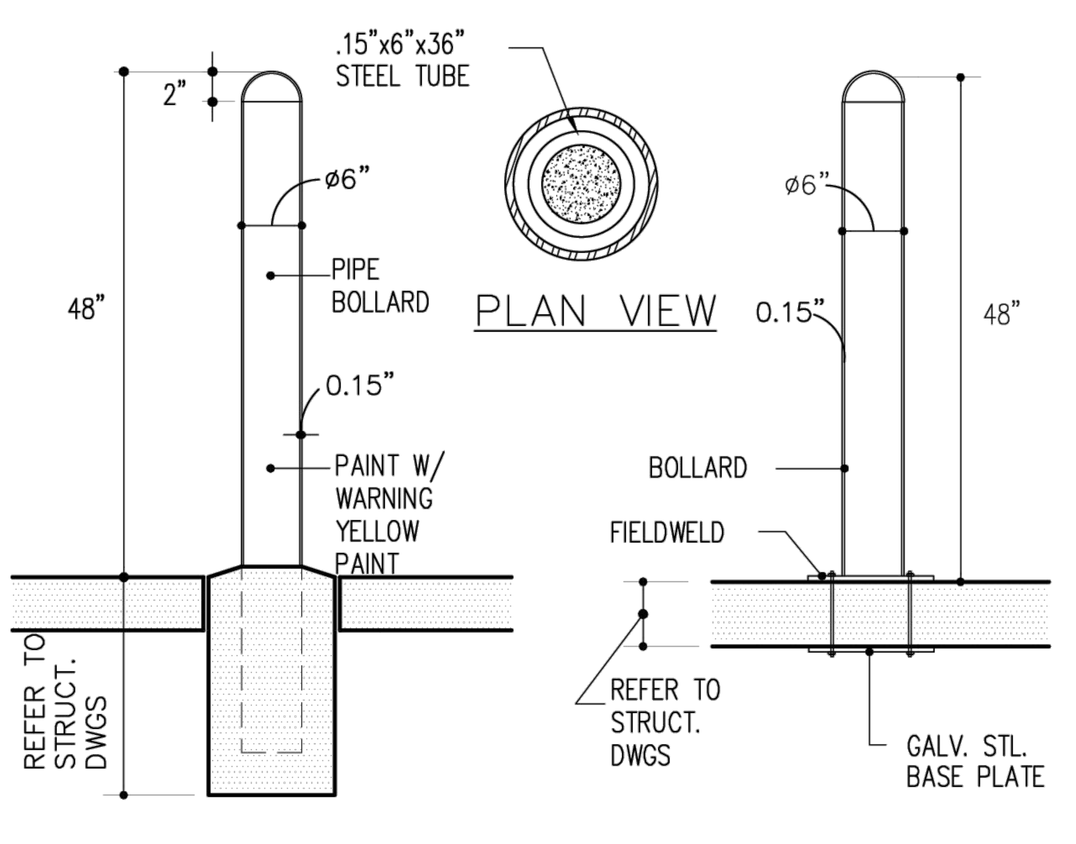
DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL MEZZANINE - PLAN
SHEET NUMBER:	A-2.1M



BOLLARD-CONC DETAIL
SCALE: N.T.S.

OVERALL LEVEL 2 - PLAN
17 UNITS
SCALE: 1/16" = 1'-0"
NORTH

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SAUMELL
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DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 2 - PLAN
SHEET NUMBER:	A-2.2

BY

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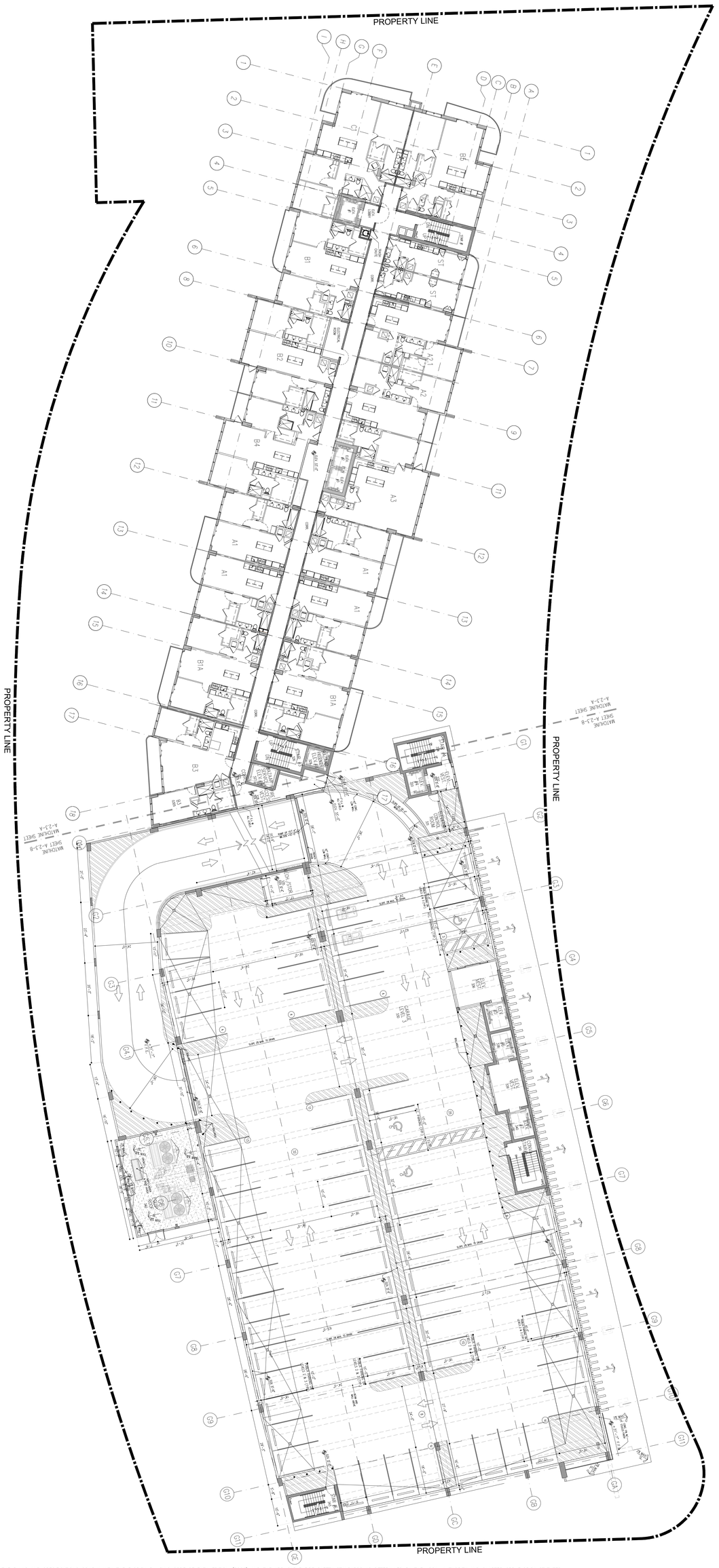

NORTH

OVERALL LEVEL 3 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

DRAWN
CONTRACT DATE
SCALE: AS SHOWN
JOB NO.: 1952.PRJ
SHEET TITLE: OVERALL LEVEL 3 - PLAN
SHEET NUMBER: A-2.3

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OVERALL LEVEL 4 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

NORTH

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP

LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

JOSE I. SAUMELL
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DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 4 - PLAN

SHEET NUMBER:
A-2.4

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OVERALL LEVEL 5 - PLAN

17 UNITS SCALE: 1/16" = 1'-0"

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

Digitally signed by Jose Saumell

STATE OF FLORIDA · JOSE SAUMELL · AR0013085 · REGISTERED ARCHITECT

JOSE I. SAUMELL
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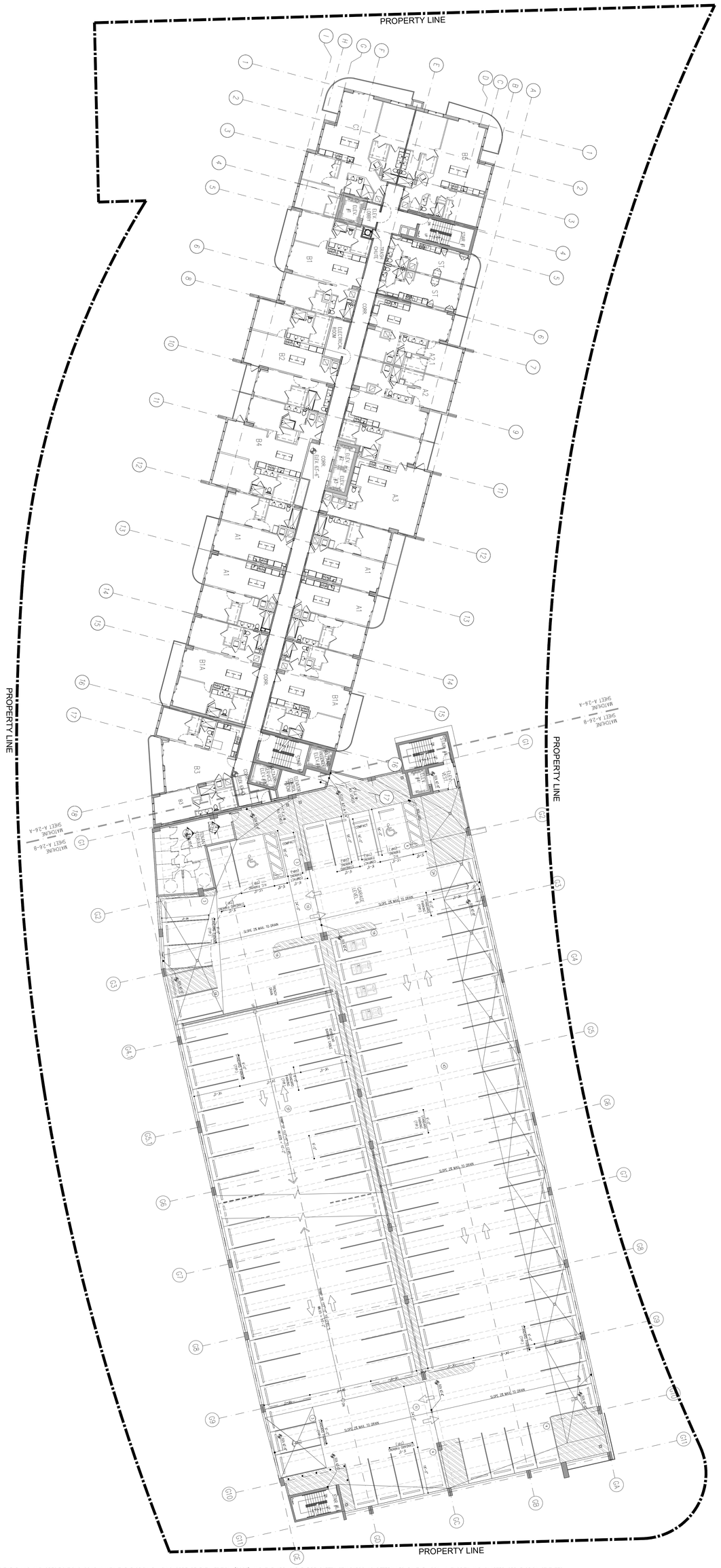
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 5 - PLAN

SHEET NUMBER:
A-2.5



NORTH

OVERALL LEVEL 6 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

PLANNING & ZONING 08/29/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

DRAWN
CONTRACT DATE
SCALE: AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: OVERALL LEVEL 6 - PLAN
SHEET NUMBER: A-2.6

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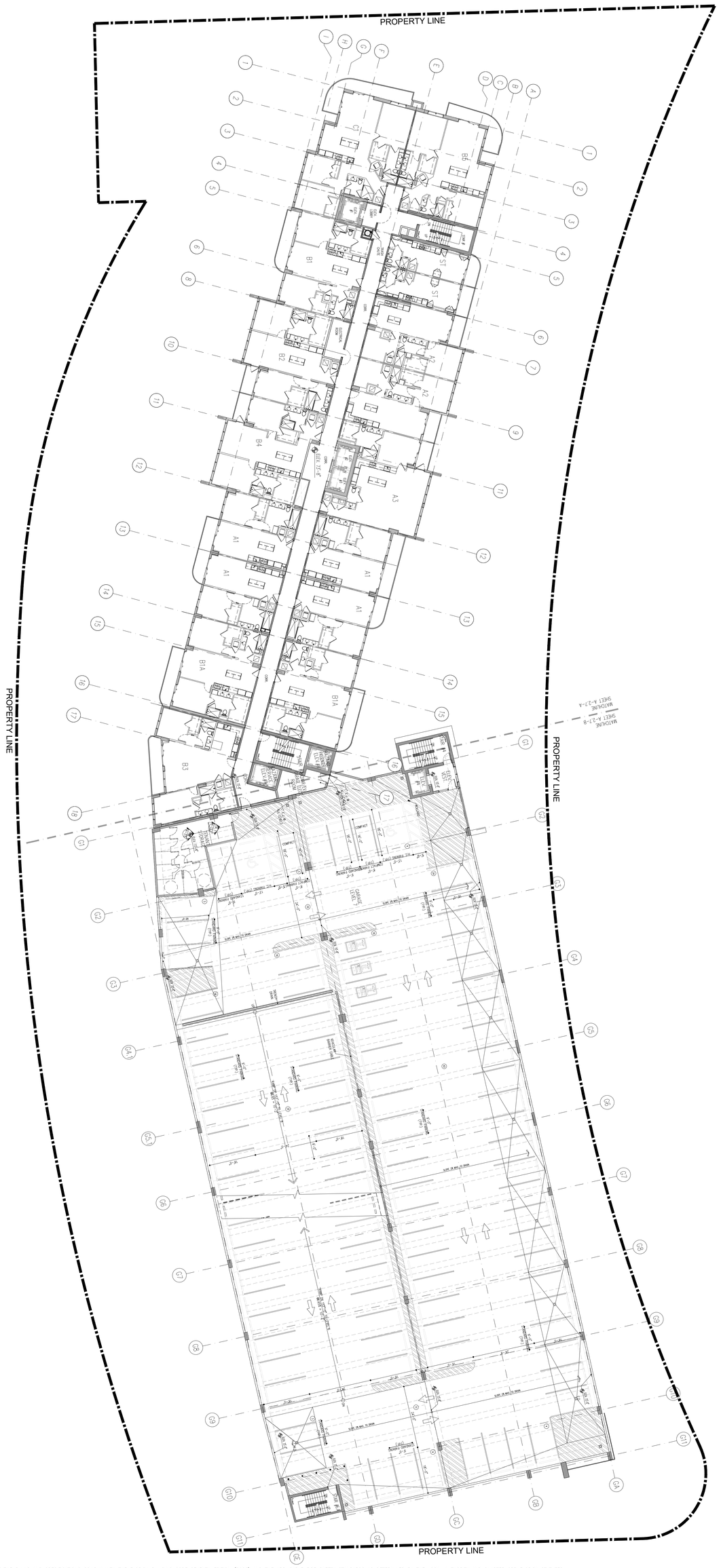

NORTH

OVERALL LEVEL 7 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

PLANNING & ZONING 08/29/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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AR0013285

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 7 - PLAN
SHEET NUMBER:	A-2.7

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OVERALL LEVEL 8 - PLAN

17 UNITS SCALE: 1/16" = 1'-0"

NORTH

PLANNING & ZONING 08/29/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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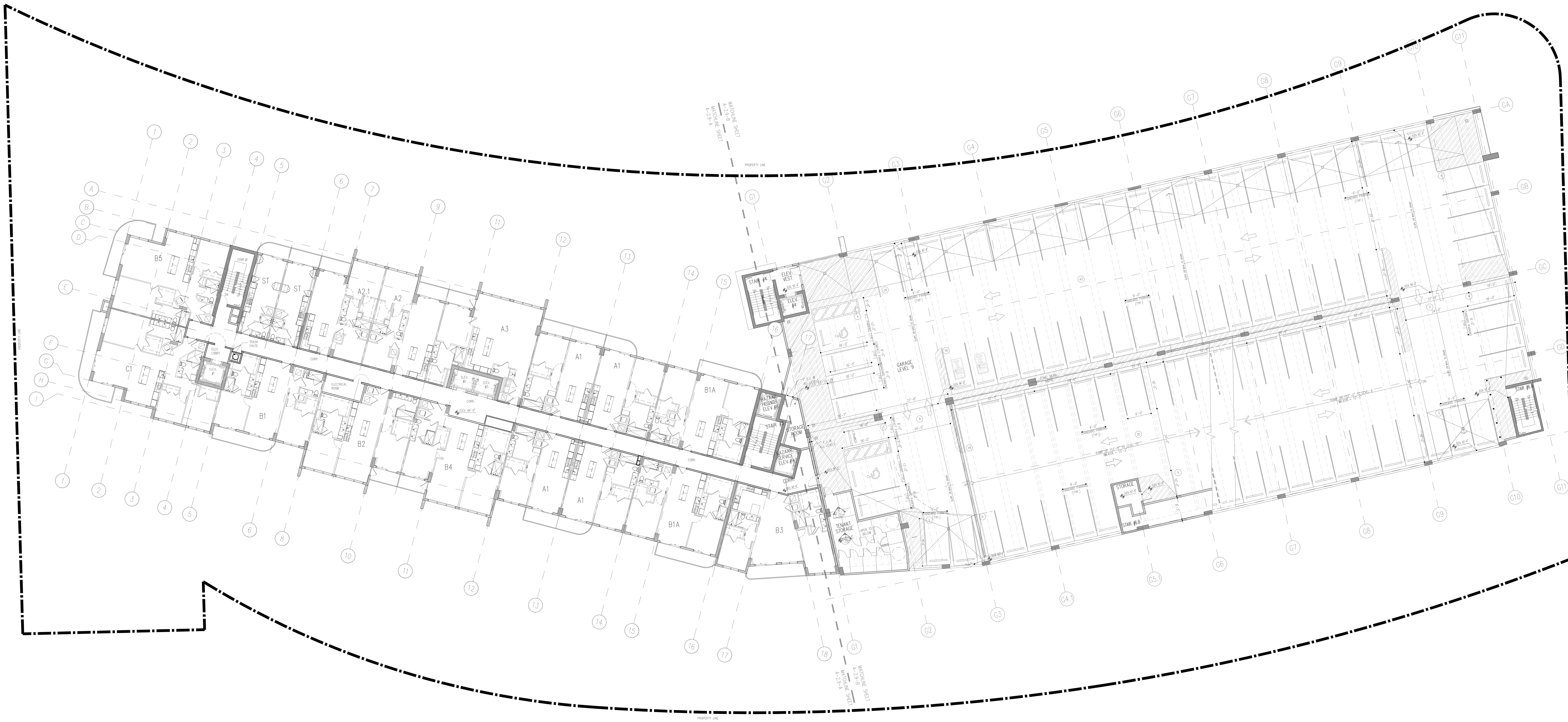
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 8 - PLAN
SHEET NUMBER:	A-2.8



OVERALL LEVEL 9 - PLAN

17 UNITS SCALE: 1/16" = 1'-0"

NORTH

PLANNING & ZONING 08/29/2023

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

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DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 9 - PLAN
SHEET NUMBER:	A-2.9

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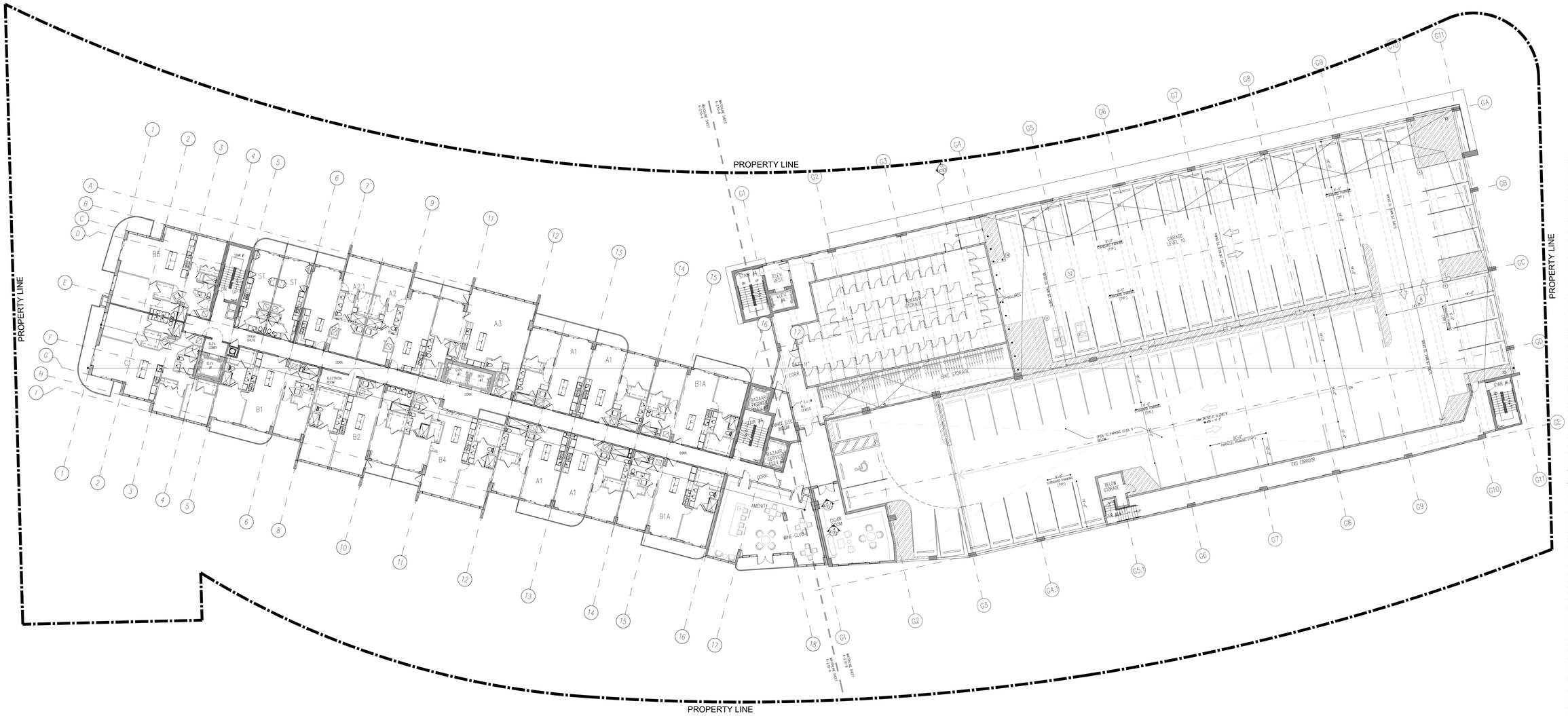

OVERALL LEVEL 10 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PLANNING & ZONING 08/29/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

Jose Saumell

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DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 10 - PLAN
SHEET NUMBER:	A-2.10

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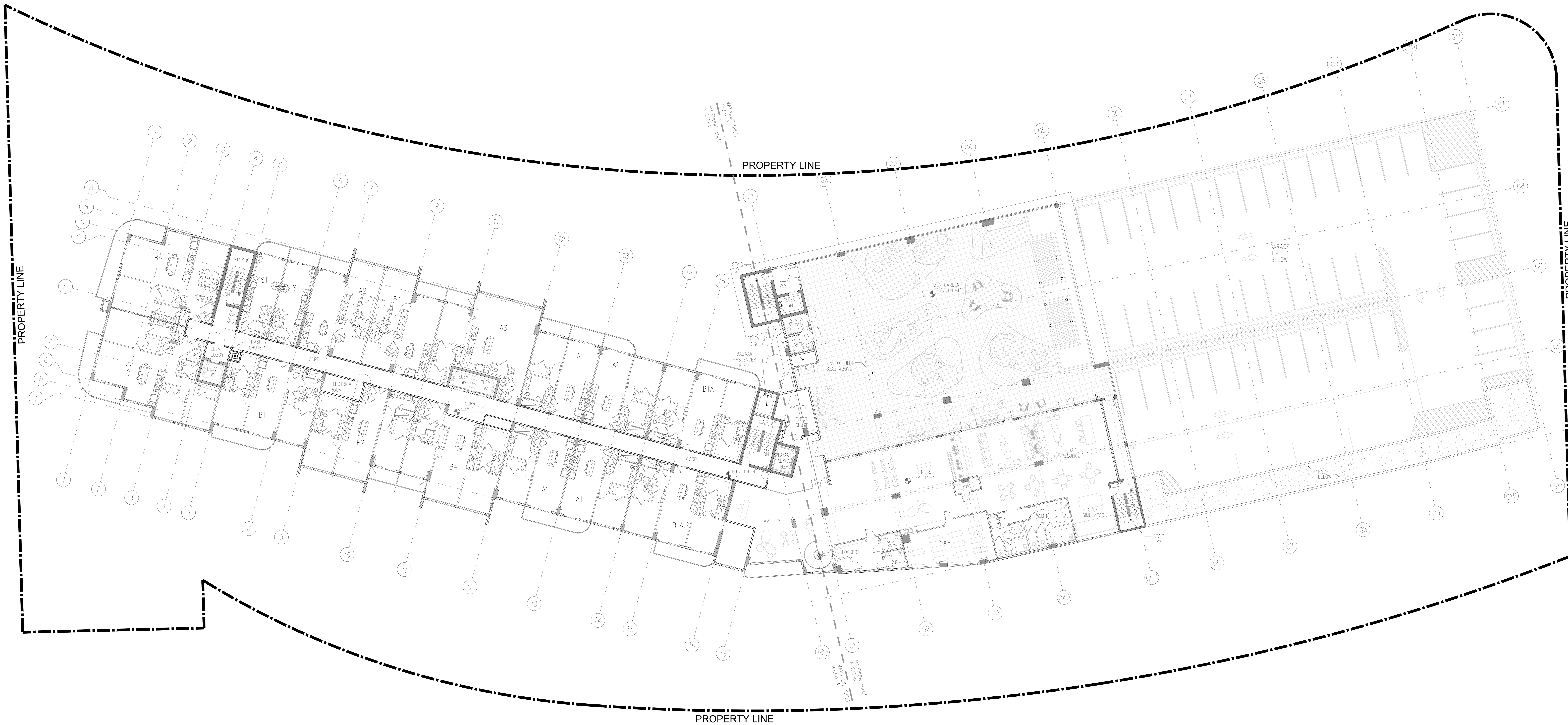

OVERALL LEVEL 11 - PLAN

NORTH

16 UNITS

SCALE: 1/16" = 1'-0"

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

Jose Saumell

STATE OF FLORIDA
JOSE SAUMELL
AR0013085
REGISTERED ARCHITECT

JOSE I. SAUMELL
AR0013085

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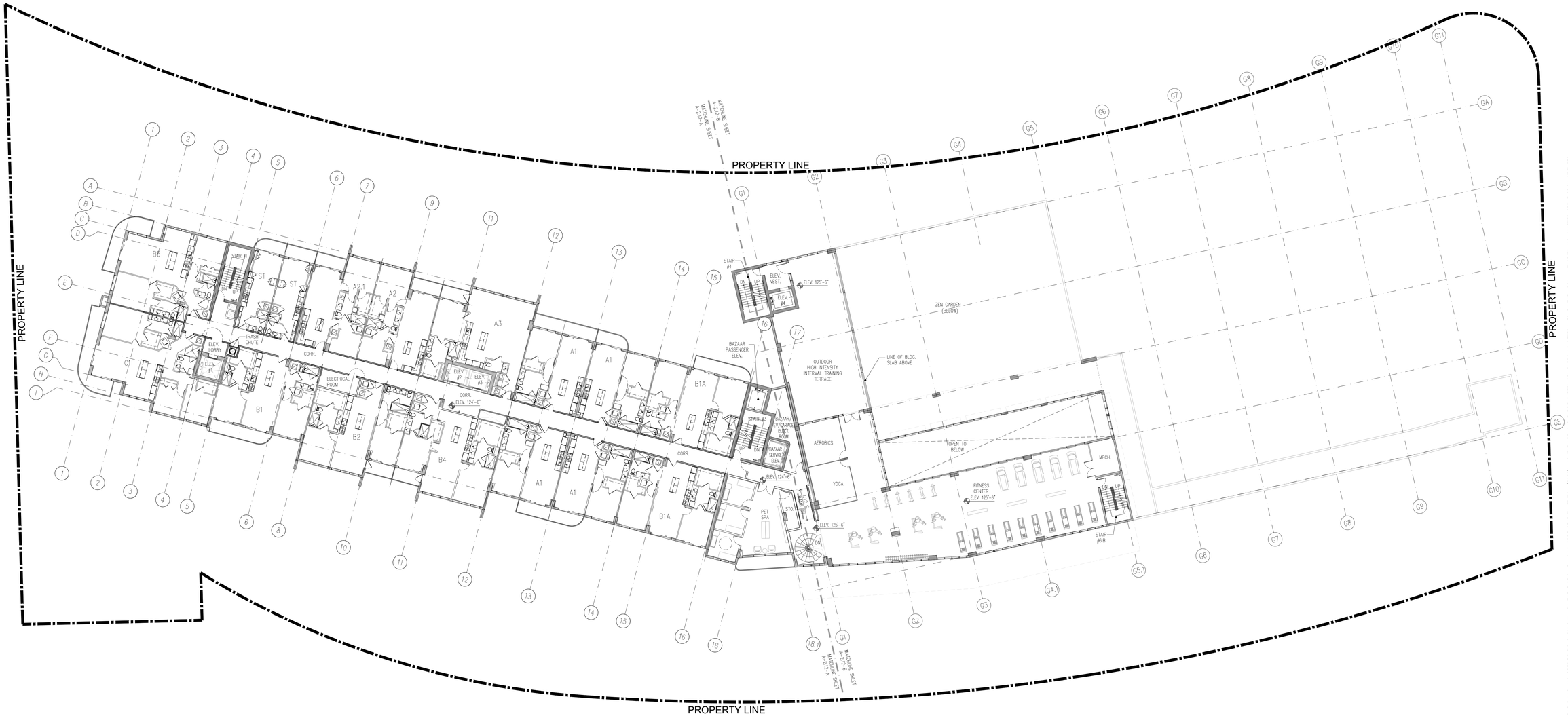
DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 11 - PLAN
(ZEN GARDEN)

SHEET NUMBER:
A-2.11



OVERALL LEVEL 12 - PLAN (FITNESS CENTER)

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
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MIAMI, FLORIDA 33156
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ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633, FLORIDA STATUTES.

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DRAWN	
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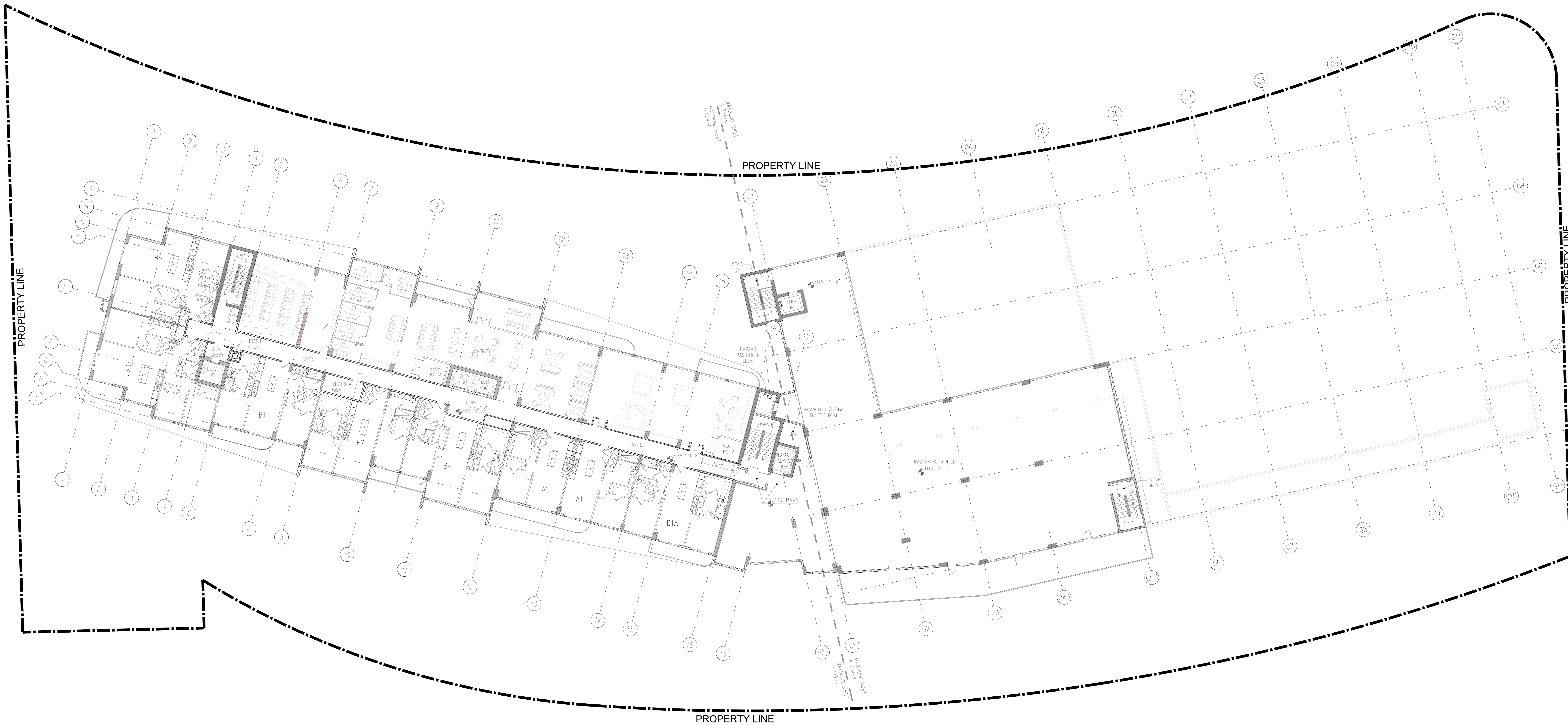
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 12 - PLAN (FITNESS CENTER)
SHEET NUMBER:	A-2.12



OVERALL LEVEL 14 - PLAN

8 UNITS SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

JOSE I. SAUMELL
AR0013085

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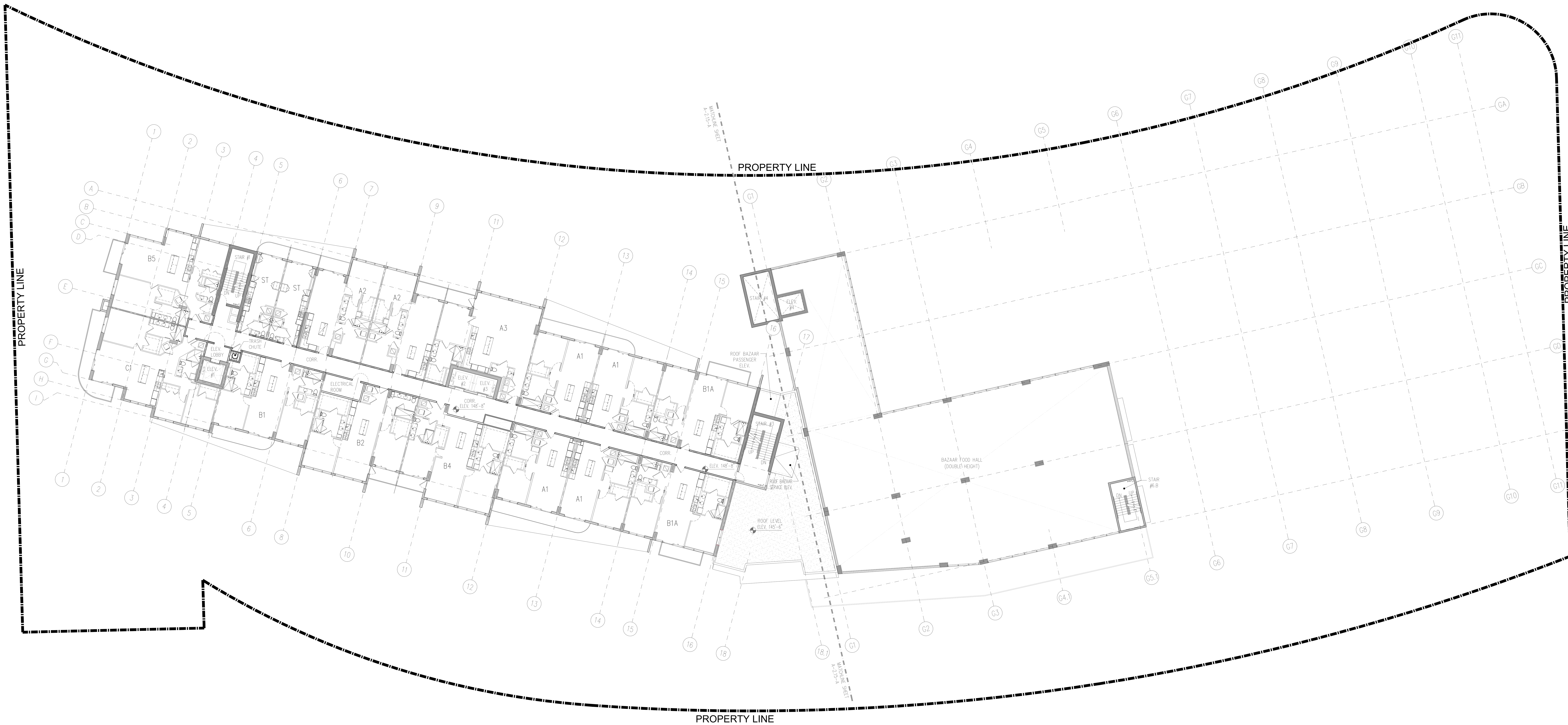
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 14 - PLAN

SHEET NUMBER:
A-2.14



OVERALL LEVEL 15 - PLAN

NORTH

16 DUS/FL = 112 UNITS SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

Jose Saumell

STATE OF FLORIDA JOSE SAUMELL AR0013085 REGISTERED ARCHITECT

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SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 15 - PLAN

SHEET NUMBER:
A-2.15

OVERALL LEVEL 16- PLAN

16 DUS/FL = 112 UNITS SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

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DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 16 - PLAN
SHEET NUMBER:	A-2.16

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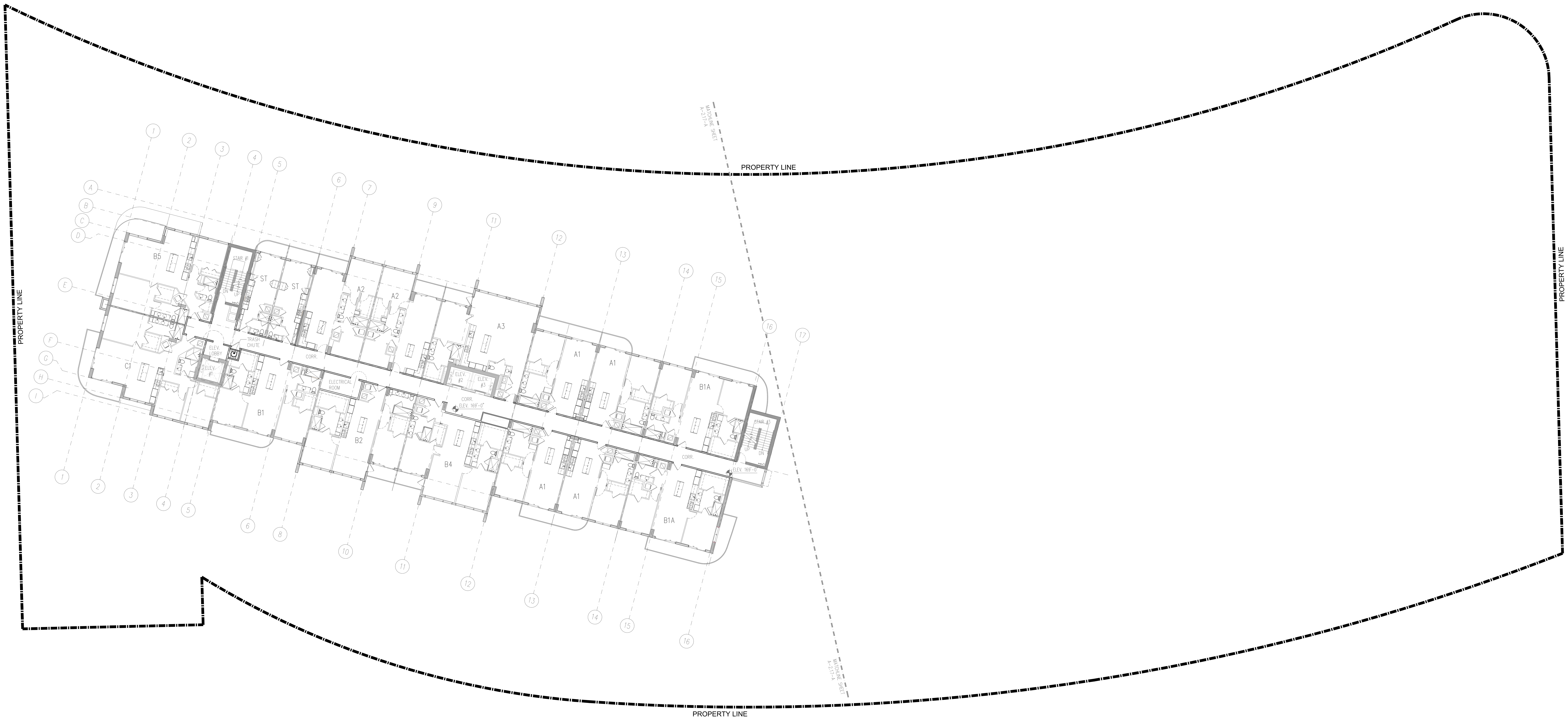

OVERALL LEVEL 17 - PLAN

NORTH

16 UNITS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

JOSE I. SAUMELL
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ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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BY

DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 17 - PLAN

SHEET NUMBER:
A-2.17

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OVERALL LEVEL 18 - PLAN

16 UNITS
SCALE: 1/16" = 1'-0"
NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

SHOMA NORTH BAY VILLAGE

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Jose Saumell

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DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL LEVEL 18 - PLAN

SHEET NUMBER:
A-2.18

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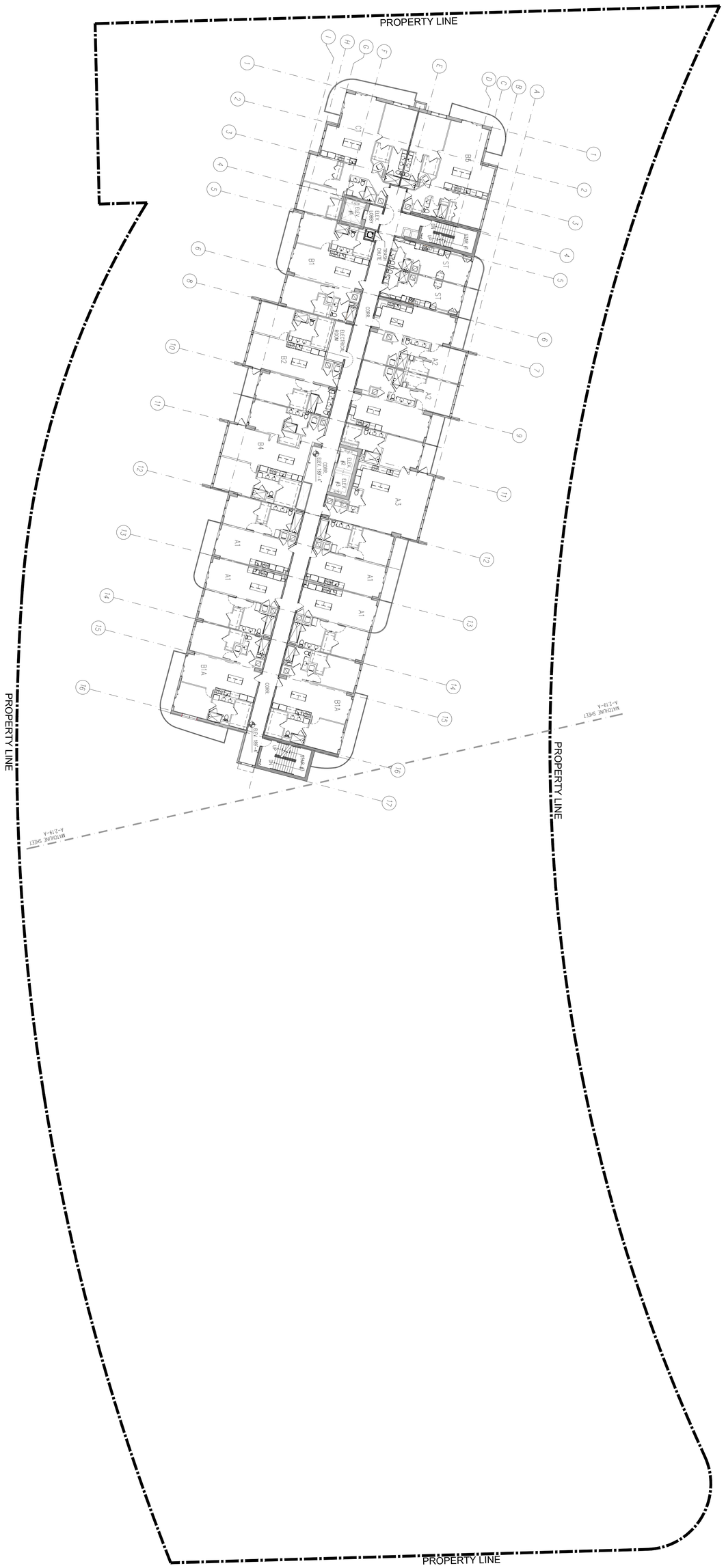

NORTH

OVERALL LEVEL 19 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

DRAWN

CONTRACT DATE

SCALE: AS SHOWN

JOB NO.: 1952.PRJ

SHEET TITLE: OVERALL LEVEL 19 - PLAN

SHEET NUMBER: A-2.19

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JOSE I. SALMUELL
AR0013265

STATE OF FLORIDA
JOSE IGNACIO SALMUELL
AR0013265

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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OVERALL LEVEL 20 - PLAN

NORTH

16 UNITS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

SHOMA NORTH BAY VILLAGE

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LOCATED AT:
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Jose Saumell

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BY	
DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 20 - PLAN
SHEET NUMBER:	A-2.20

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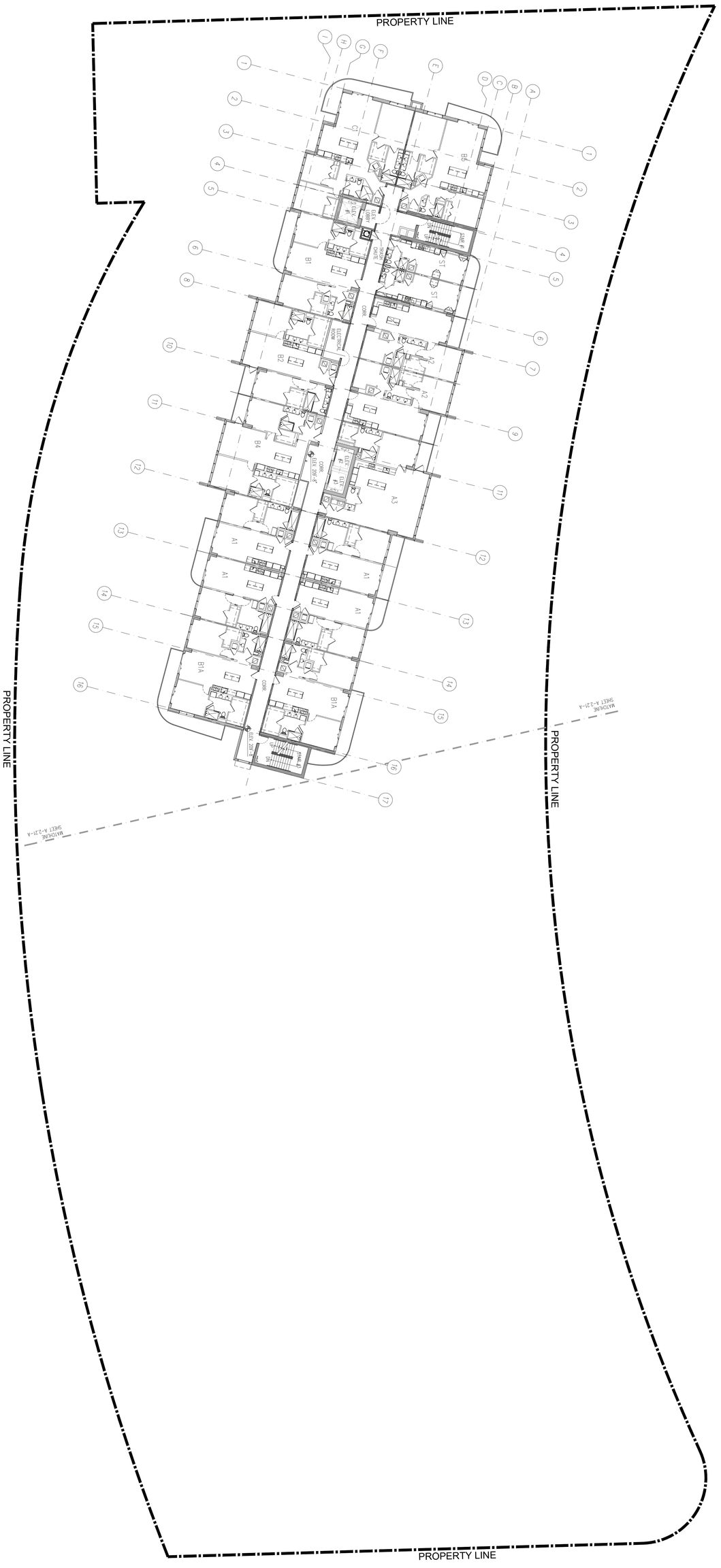

OVERALL LEVEL 21 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SAAMEÑO
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STATE OF FLORIDA
REGISTERED
ARCHITECT

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 21 - PLAN
SHEET NUMBER:	A-2.21

BY

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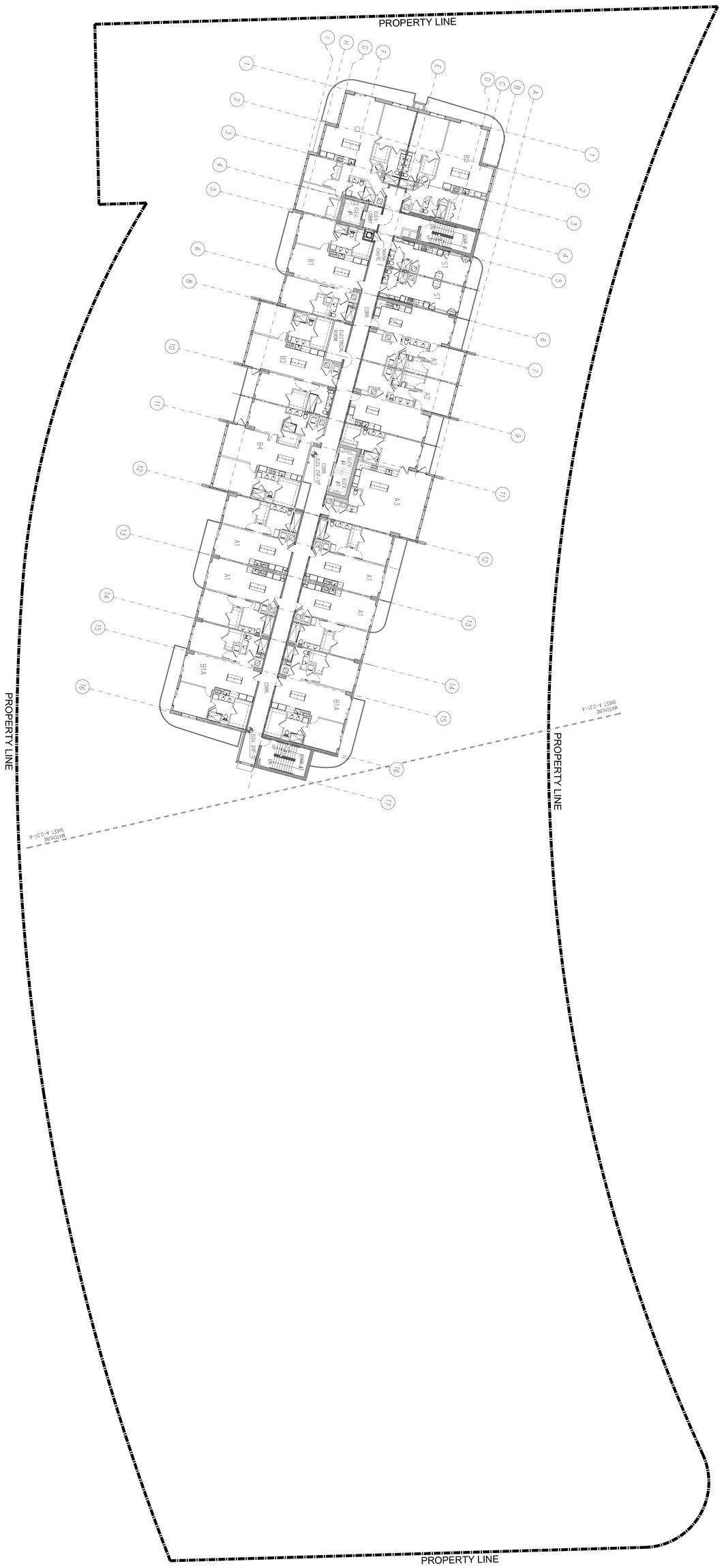

OVERALL LEVEL 22 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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STATE OF FLORIDA
JOSE I. SALAMUEL
REGISTERED ARCHITECT
No. AR0013285

3/28/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
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	BY

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DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 22 - PLAN
SHEET NUMBER:	A-2.22

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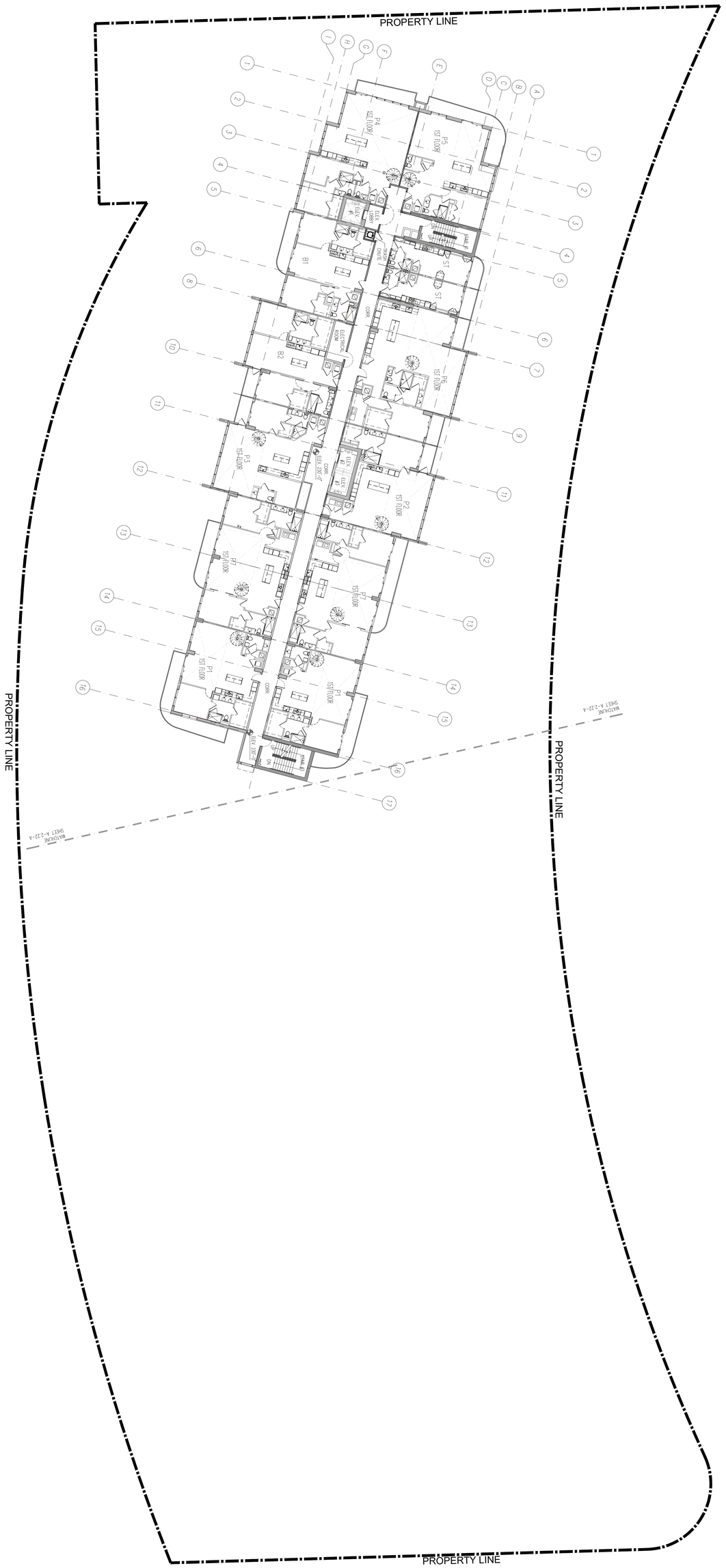

OVERALL LEVEL 23 - PLAN (FIRST FLOOR)

13 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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STATE OF FLORIDA
REGISTERED ARCHITECT

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	BY
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 23 - PLAN
SHEET NUMBER:	A-2.23

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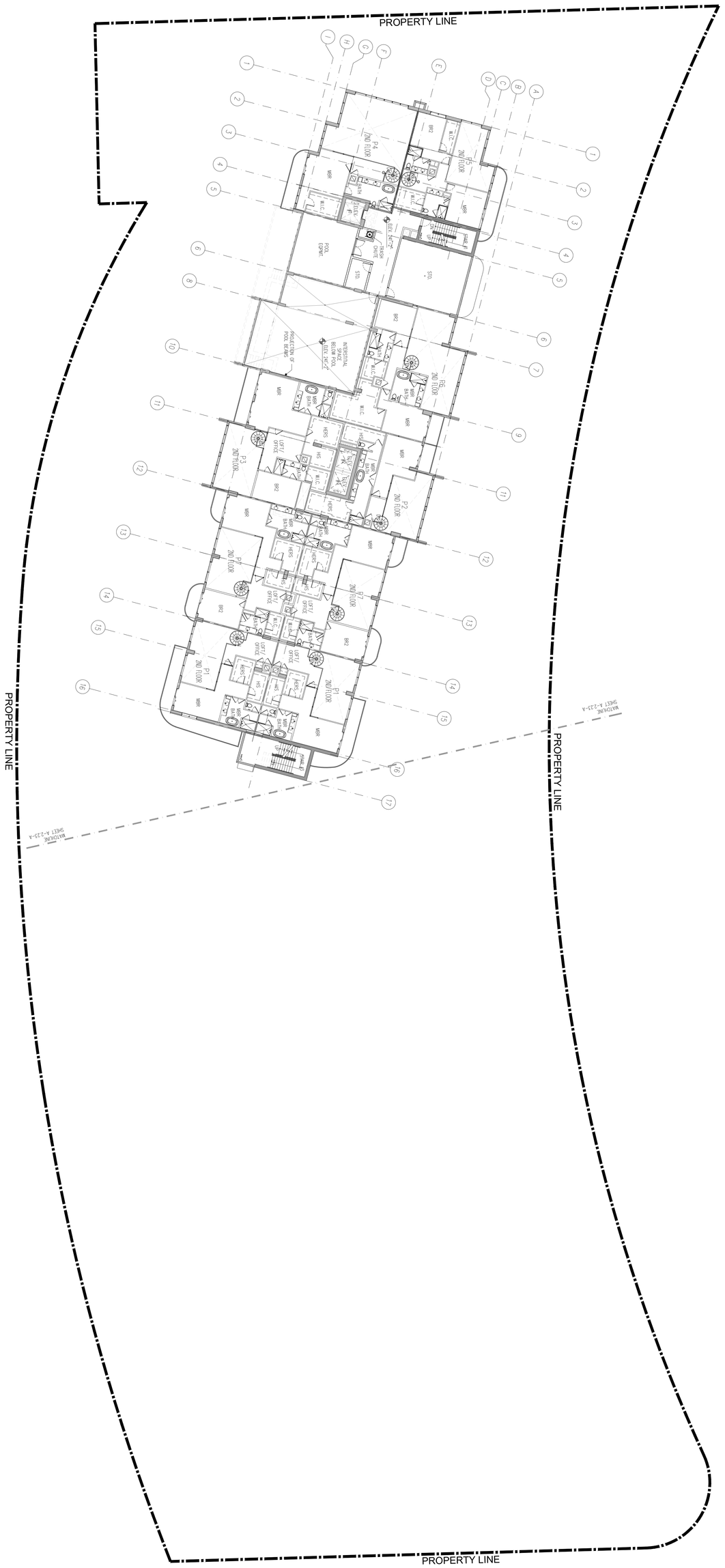

NORTH

OVERALL LEVEL 23.2 - PLAN (SECOND FLOOR)

(REFER TO A-2.22 FOR UNIR COUNT) SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: OVERALL LEVEL 23 - PLAN
SHEET NUMBER: A-2.23.2

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JOSE I. SAAVEDRA
AR0013285

STATE OF FLORIDA
JOSE I. SAAVEDRA
REGISTERED ARCHITECT
No. AR0013285

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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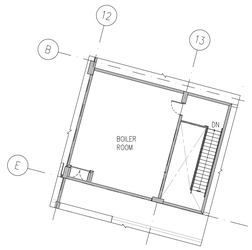
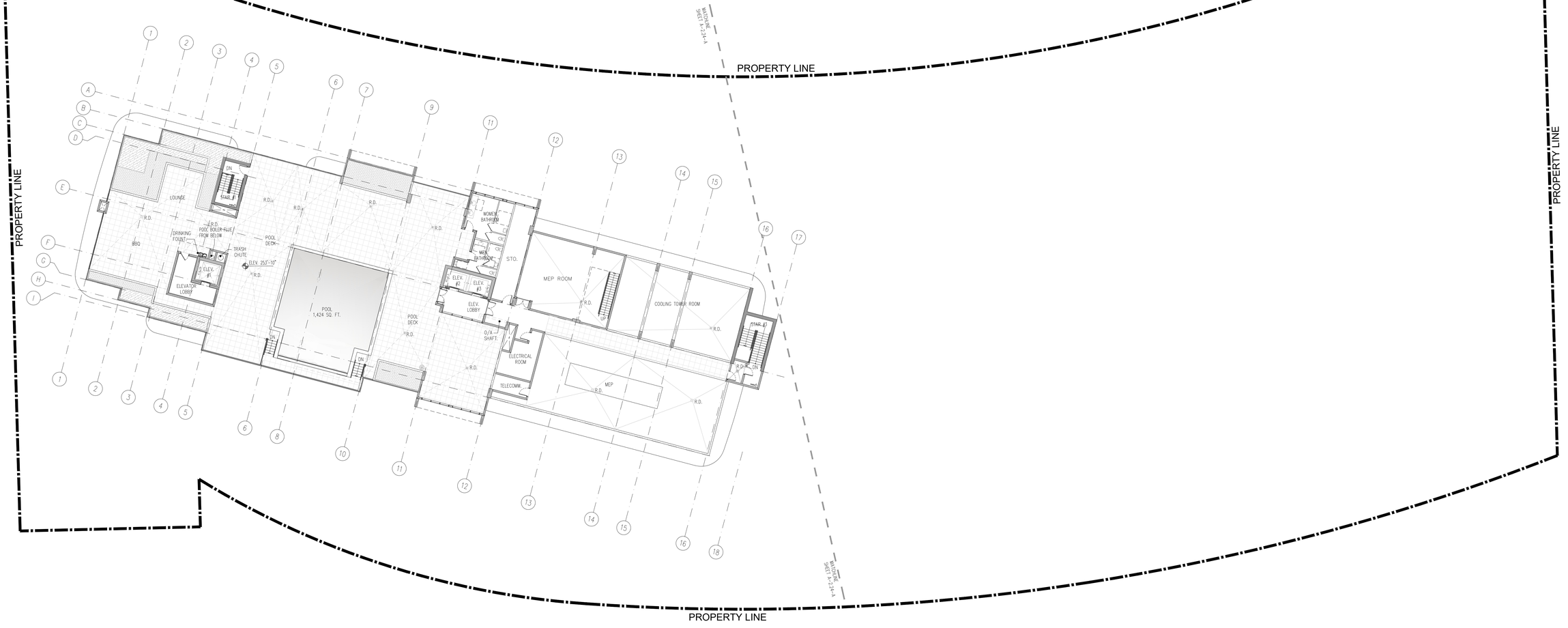


TOP OF ROOF

LEVEL 246'-2" SCALE: 1/16" = 1'-0"



OVERALL LEVEL 24 - PLAN

LOUNGE & POOL DECK SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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MSA ARCHITECTS
ARCHITECTURE & PLANNING

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CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 24 - PLAN

SHEET NUMBER:
A-2.24

BY

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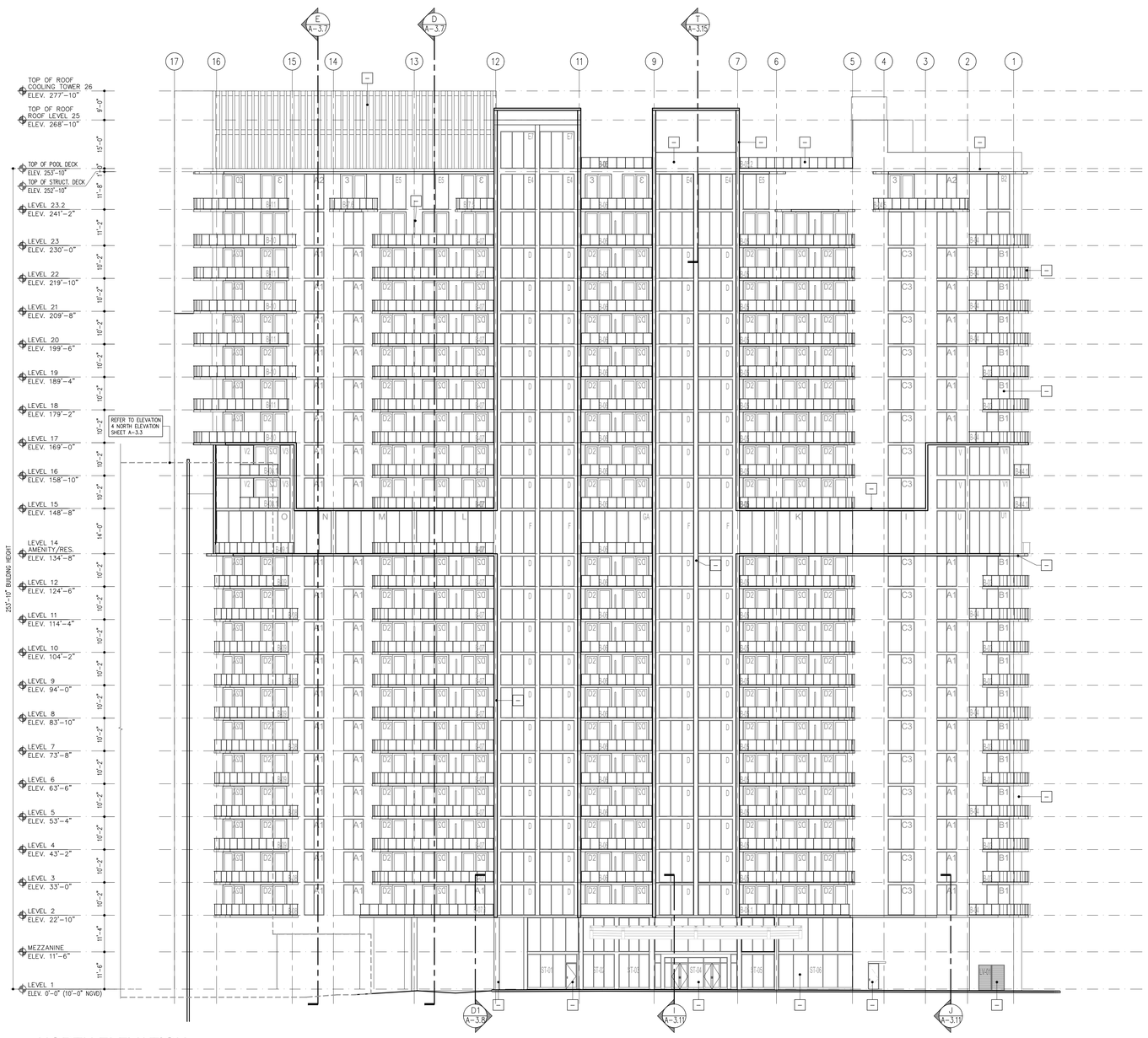
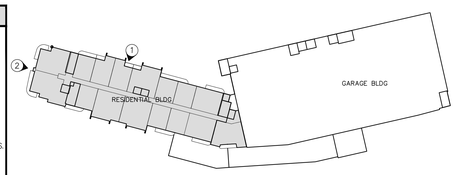


1 NORTH ELEVATION

2 WEST ELEVATION

ELEVATION LEGEND

1. 5/8" LITE-TEXTURED STUCCO FINISH W/ (2) LAYERS ACRYLIC PAINT & (1) LAYER PRIMER.
2. 5/8" SMOOTH STUCCO FINISH W/ (2) LAYERS ACRYLIC PAINT & (1) COAT PRIMER.
3. RAISED STUCCO/ BAND (U.N.O.).
4. IMPACT ALUMINUM SLIDING/SWING GLASS DOORS W/ GREY FRAME
5. IMPACT RATED ALUMINUM GLASS WINDOWS W/ GREY FRAME.
6. IMPACT RATED ALUMINUM GLASS STOREFRONT
7. IMPACT HOLLOW METAL INSULATED DOOR.
8. ALUMINUM PICKET RAILING (G.C. SHALL SUBMIT SHOP DWGS BY FL. LICENSED ENGINEER)
9. PAINTED ALUM. AWNING GC TO SUBMIT SHOP DWGS FOR A/E APPROVAL BY GC'S FL. LICENSED PENALTY ENGINEER.
10. METAL LOUVER G.C. TO SUBMIT VALID N.O.A./PRODUCT APPROVAL AND SHOP DRAWINGS FOR A/E APPROVAL. GC TO COORDINATE WITH LANDLORD'S FUTURE TENANT, MEP CONSULTANT AND FPL FOR SIZE, LOCATION AND REQUIREMENTS (TYP.)
11. DRYER & BATH EXHAUST OR OUTSIDE-AIR INTAKE VENT, REFER TO SERIES "2" BUILDING PLANS, SERIES "4" UNIT PLANS & MEP PLANS FOR ADDITIONAL INFO.
12. SIGNAGE (BY OWNER'S SIGNAGE CONSULTANT. UNDER SEPARATE PERMIT)
13. LIGHT FIXTURE (REFER TO ELEC. PLAN).
14. PAINT W/ (2) LAYERS ACRYLIC PAINT & (1) LAYER PRIMER.
15. TOOLED STUCCO SCORELINE (3/4"W X 1/4"D)
16. CONCRETE EYEBROW
17. ALUM. EYEBROW. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL.
18. VEGETATION/GREEN WALL OVER ALUM. MESH PANEL
19. BACKLIT SIGNAGE BY OWNER'S SIGNAGE CONSULTANT (UNDER SEPARATE PERMIT)
20. IMPACT RATED CAT II SAFETY GLAZING GUARD RAIL (G.C. TO SUBMIT SHOP DWGS BY G.C.'S FL. LICENCED SPECIALTY ENGINEER FOR A/E APPROVAL)
21. CONC. FRAME W/ 5/8" SMOOTH STUCCO Φ ALL SIDES
22. ALUM. FRAME AND MESH (BY G.C.'S FL. LICENCED SPECIALTY ENGINEER. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL). SEE SHEETS A-3.15 & A-3.16 FOR DETAILS.
23. ALUM. TUBE BEAMS (BY G.C.'S FL. LICENSED SPECIALTY ENGINEER. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL). SEE SHEETS A-3.15/A-3.16 FOR DTLS.
24. IMPACT RATED STOREFRONT W/ SPANDREL GLASS (G.C. SHALL SUBMIT VALID NOA AND/OR FLORIDA PRODUCT APPROVAL). PUBLIX SHALL APPROVE SHOP DWGS (BY G.C.) AND NOA
25. ALUM. FRAME AND MESH (BY G.C.'S FL. LICENCED SPECIALTY ENGINEER. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL). SEE SHEETS A-3.15 & A-3.16 FOR DETAILS.
26. ALUM. TRELLIS (BY G.C.'S SPECIALTY ENGINEER. SUBMIT SHOP DWGS FOR APPROVAL BY G.C.'S FL. LICENCED ENGINEER).
27. EMERGENCY OVERFLOW SCUPPER
28. MESH ALUM. RAILING (G.C. TO SUBMIT SHOP DWGS BY G.C.'S FL. LICENCED SPECIALTY ENGINEER FOR A/E APPROVAL)
29. ALUM. PANELING (OR APPROVED EQUAL) BY GC'S SPECIALTY ENGINEER. SUBMIT SHOP DWGS FOR APPROVAL. FIELD VERIFY DIMENSIONS AND OPENINGS PRIOR TO FABRICATION.
30. CONCRETE FIN WITH 5/8" SMOOTH STUCCO. 2 COATS PAINT AND 1 COAT PRIMER.
31. LOUVER. GC TO SUBMIT NOA/PRODUCT APPROVAL & SHOP DWG'S BY GC'S LICENSED ENGINEER. SHALL BE APPROVED BY AOL & PUBLIX.
32. L.E.D. STRIP LIGHT.



KEYPLAN
NORTH
SCALE: N.T.S.

RESIDENTIAL ELEVATIONS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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MSA ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.
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	BY

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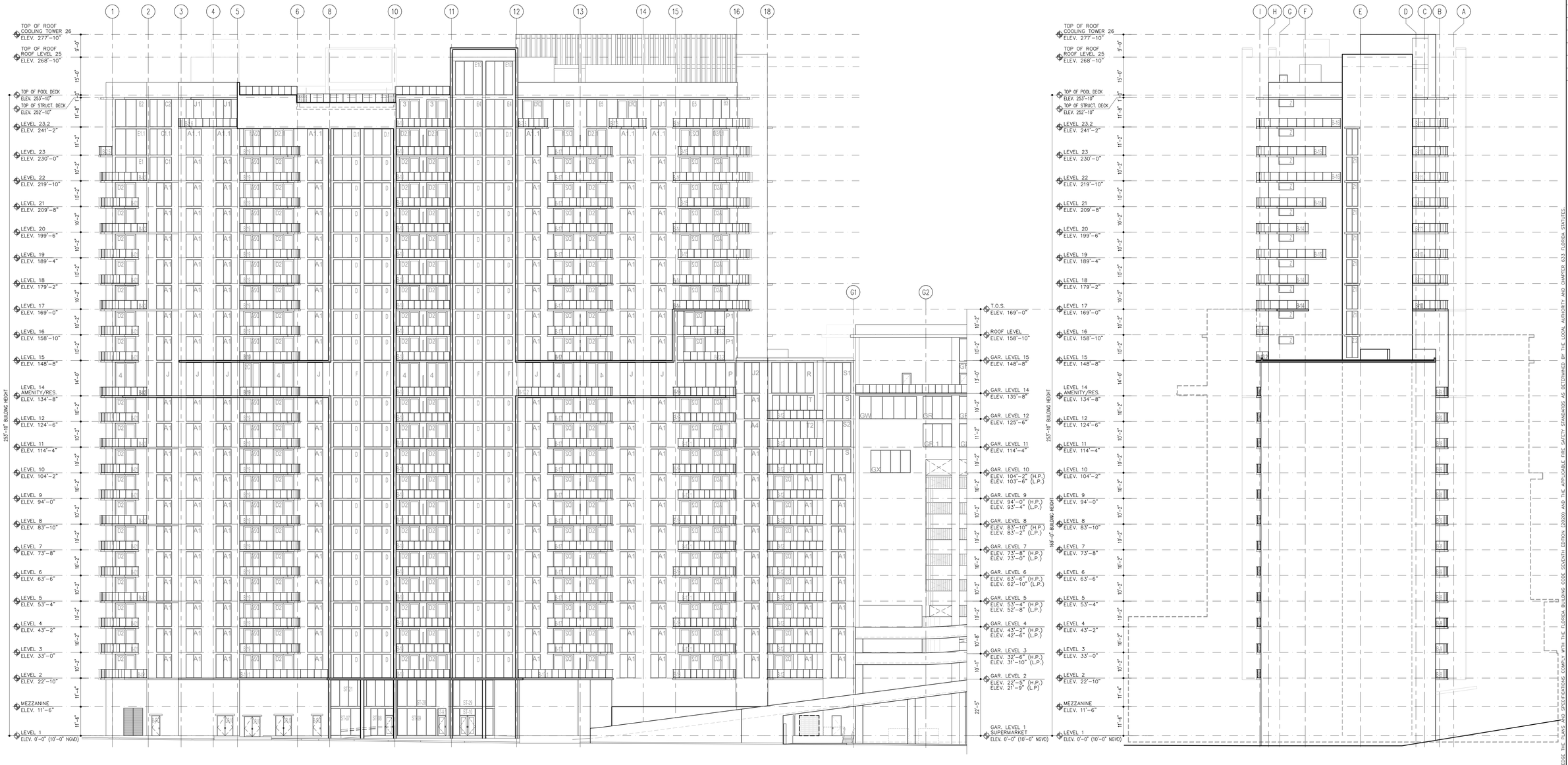
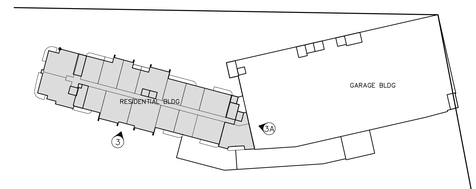
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: RESIDENTIAL ELEVATIONS
SHEET NUMBER: A-3.1



3 SOUTH ELEVATION

3A EAST ELEVATION



KEYPLAN

NORTH

SCALE: N.T.S.

RESIDENTIAL ELEVATIONS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

Jose Saumell

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
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8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 275-3911

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ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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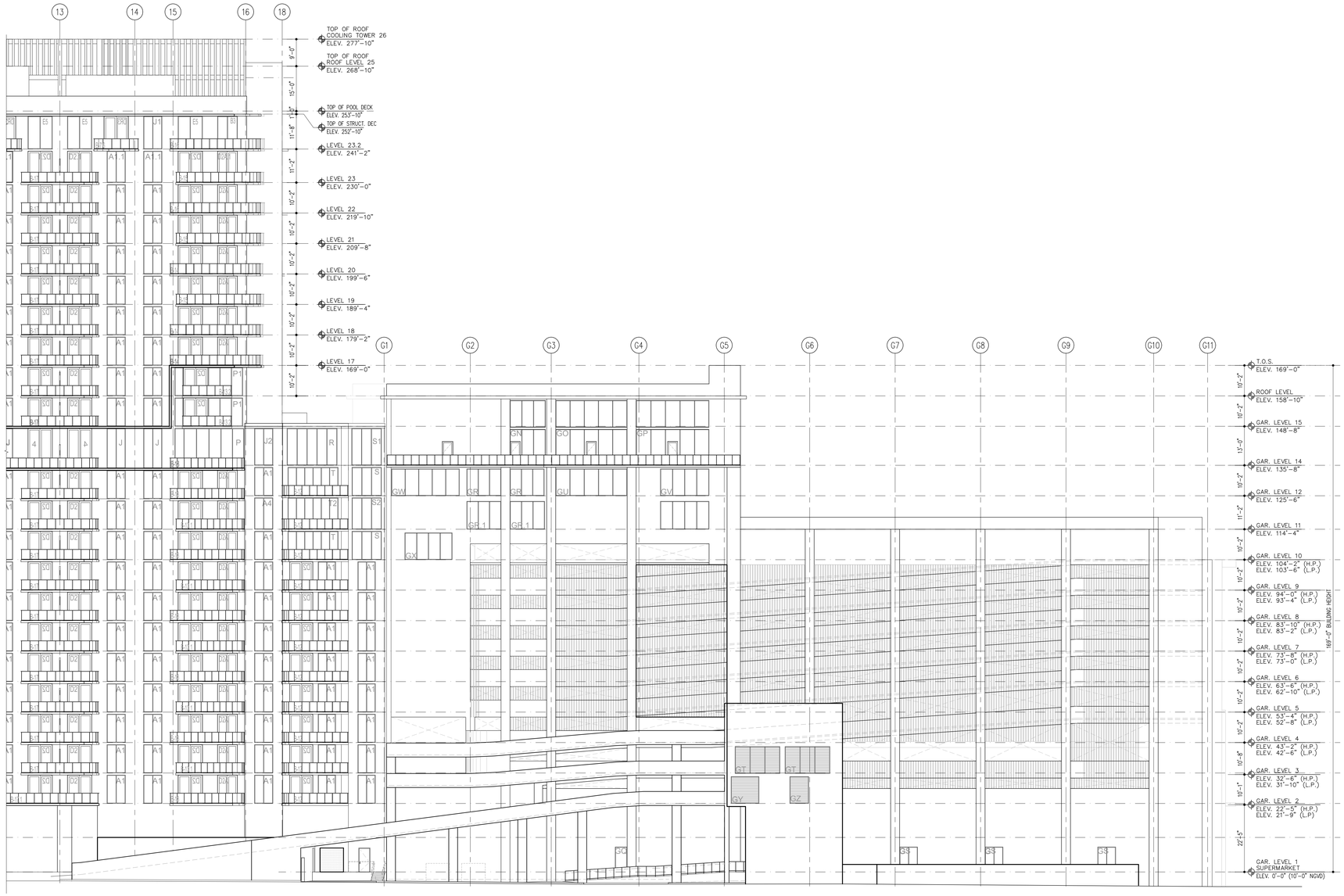
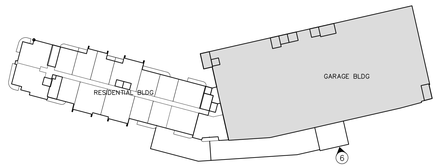
DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE:
RESIDENTIAL ELEVATIONS

SHEET NUMBER:
A-3.2



6 SOUTH ELEVATION
GARAGE BLDG



KEYPLAN
NORTH
SCALE: N.T.S.

GARAGE BLDG II
ELEVATIONS
SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

BY

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: GARAGE BLDG ELEVATIONS
SHEET NUMBER: A-3.4

KEYPLAN

SCALE: N.T.S.

A SECTION A

BUILDING SECTIONS

SCALE: 3/32" = 1'-0"

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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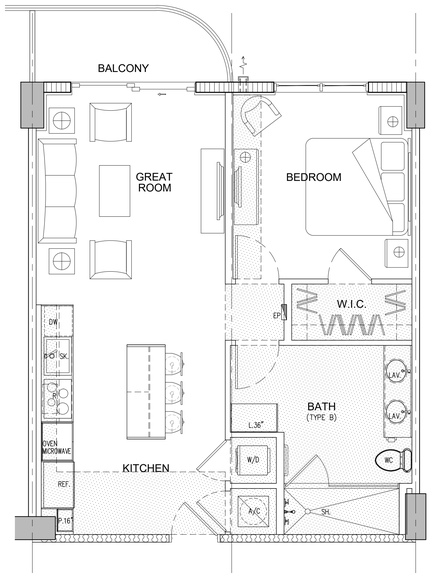
DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE: SECTION - A

SHEET NUMBER: A-3.5



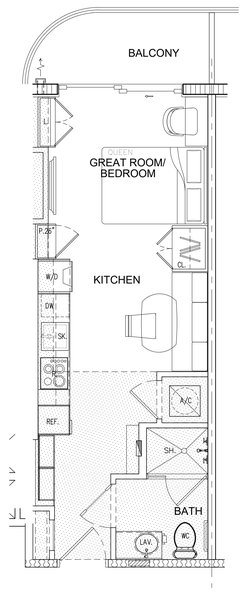
UNIT A1

(1 BD/1 BTH)

GROSS A/C AREA = 750 SQ. FT.
BALCONY = 60 SQ. FT.

(78 DU'S)

0202	0203	0207	0208	0302	0303	0307	0308
0402	0403	0407	0408	0502	0503	0507	0508
0602	0603	0607	0608	0702	0703	0707	0708
0802	0803	0807	0808	0902	0903	0907	0908
1002	1003	1007	1008	1102	1103	1107	1108
1202	1203	1207	1208			1407	1408
1502	1503	1507	1508	1602	1603	1607	1608
1702	1703	1707	1708	1802	1803	1807	1808
1902	1903	1907	1908	2002	2003	2007	2008
2102	2103	2107	2108	2202	2203	2207	2208
MIRRORED		MIRRORED		MIRRORED		MIRRORED	



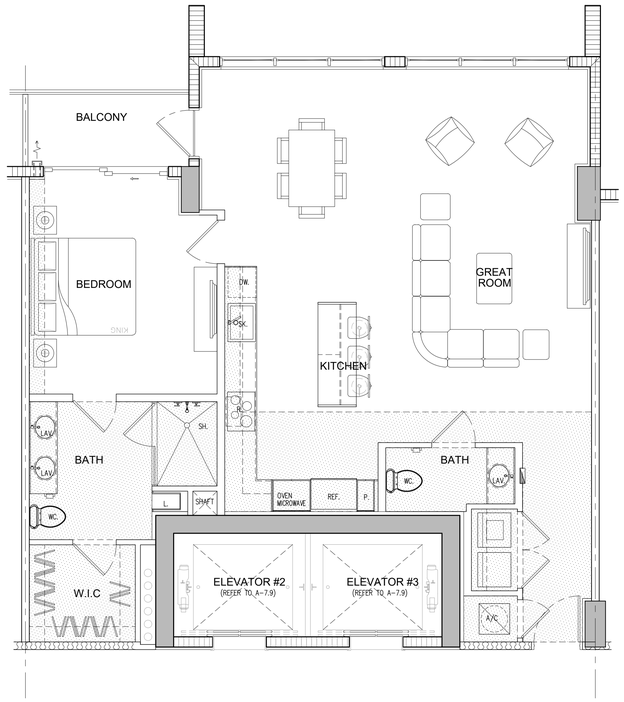
UNIT STUDIO (ST)

(0 BD/1 BTH)

GROSS A/C AREA =376 SQ. FT.
(SEE MECH. DWG'S FOR EXHAUST)
BALCONY= 56 SQ. FT.

(40 DU'S)

0214	0215	0314	0315	0414	0415
0514	0515	0614	0615	0714	0715
0814	0815	0914	0915	1014	1015
1114	1115	1214	1215		
1514	1515	1614	1615	1714	1715
1814	1815	1914	1915	2014	2015
2114	2115	2214	2215	2314	2315
MIRRORED		MIRRORED		MIRRORED	



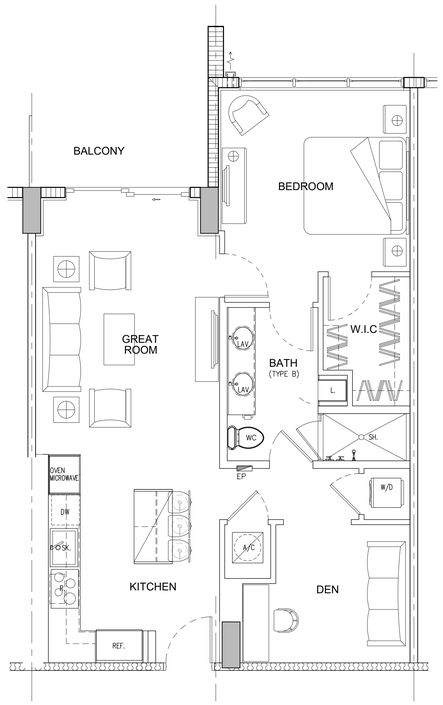
UNIT A3

(1 BD/1.5 BTH)

GROSS A/C AREA = 1187 SQ. FT.
BALCONY = 53 SQ. FT.

(19 DU'S)

0201	0301	0401	0501
0601	0701	0801	0901
1001	1101	1201	
1501	1601	1701	1801
1901	2001	2101	2201



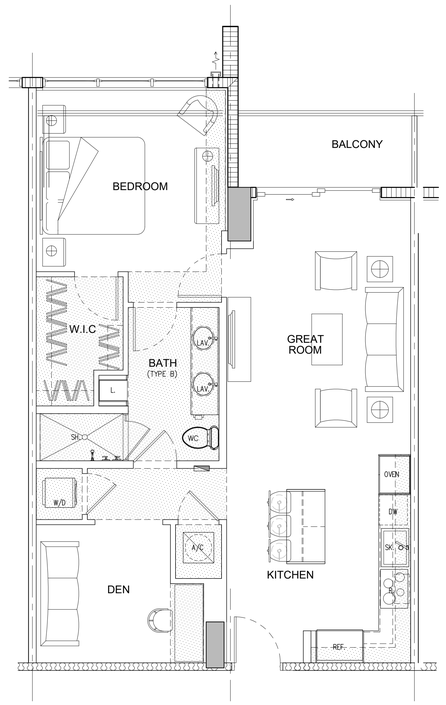
UNIT A2.1

(1 BD/1 BTH + DEN)

GROSS A/C AREA = 871 SQ. FT.
BALCONY = 57 SQ. FT.

(19 DU'S)

0216	0316	0416
0516	0616	0716
0816	0916	1016
1116	1216	
1516	1616	1716
1816	1916	2016
2116	2216	



UNIT A2

(1 BD/1 BTH + DEN)

GROSS A/C AREA = 881 SQ. FT.
BALCONY = 57 SQ. FT.

(19 DU'S)

0217	0317	0417
0517	0617	0717
0817	0917	1017
1117	1217	
1517	1617	1717
1817	1917	2017
2117	2217	

UNIT PLANS

SCALE: 1/4" = 1'-0"

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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AR0013085

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DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	UNIT PLANS
SHEET NUMBER:	A-4.1

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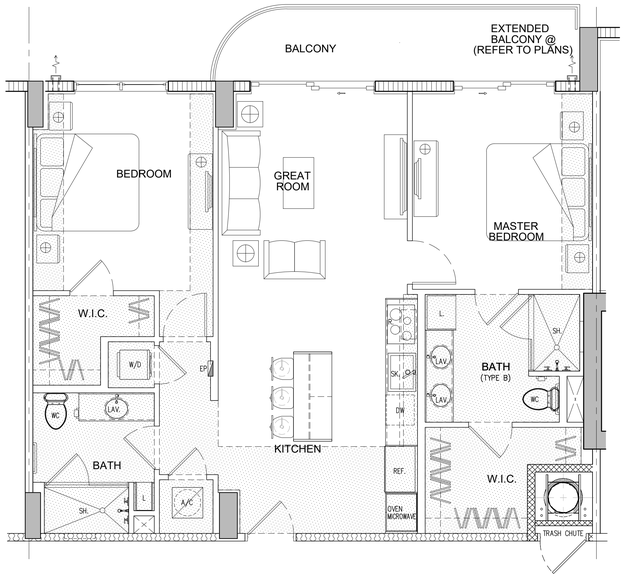
UNIT B1A

(2 BD/2 BTH)

GROSS A/C AREA = 1093 SQ. FT.
BALCONY = 123 SQ. FT.

(38 DU'S)

0204	0304	0404	0206	0306	0406
0504	0604	0704	0506	0606	0706
0804	0904	1004	0806	0906	1006
1104	1204			1206	1406
1504	1604	1704	1506	1606	1706
1804	1904	2004	1806	1906	2006
2104	2204		2106	2206	



UNIT B1

(2 BD/2 BTH)

GROSS A/C AREA = 1085 SQ. FT.
BALCONY = 115 SQ. FT.

(21 DU'S)

0211	0311	0411	0511	0611	0711
0811	0911	1011	1111	1211	1411
1511	1611	1711	1811	1911	2011
2111	2211	2311			

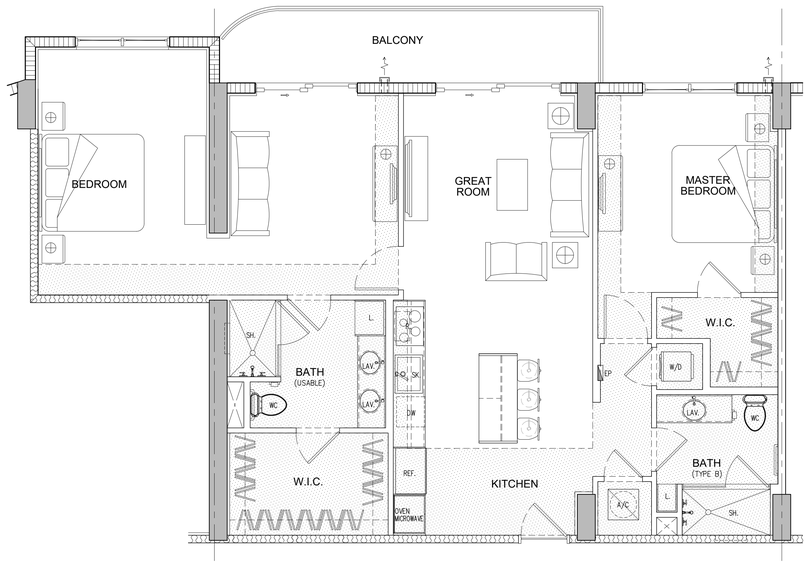
UNIT B2

(2 BD/2 BTH)

GROSS A/C AREA = 1183 SQ. FT.
BALCONY = 54 SQ. FT.

(21 DU'S)

0210	0310	0410
0510	0610	0710
0810	0910	1010
1110	1210	1410
1510	1610	1710
1810	1910	2010
2110	2210	2310



UNIT B1A.2

(2 BD/2 BTH)

1106

GROSS A/C AREA = 1304 SQ. FT.
BALCONY = 123 SQ. FT.

(1 DU)

UNIT PLANS

SCALE: 1/4" = 1'-0"

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(305) 670-9911

JOSE I. SAUMELL
AR0013085

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.2

401

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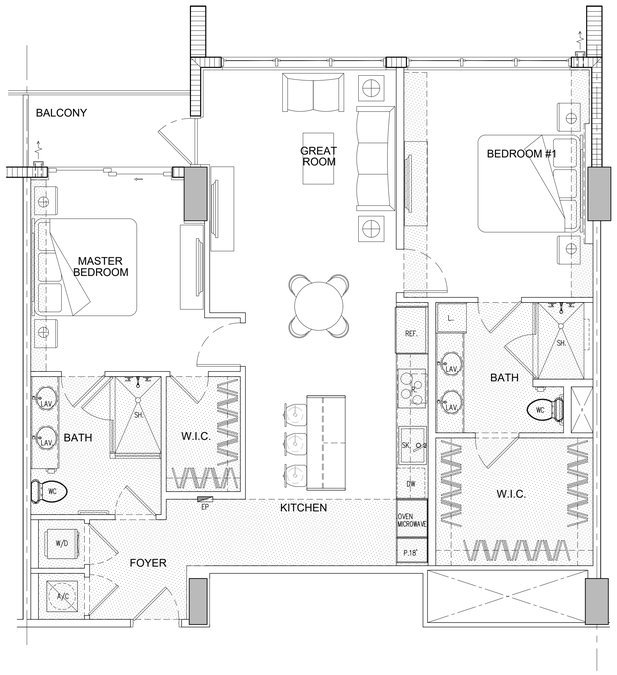
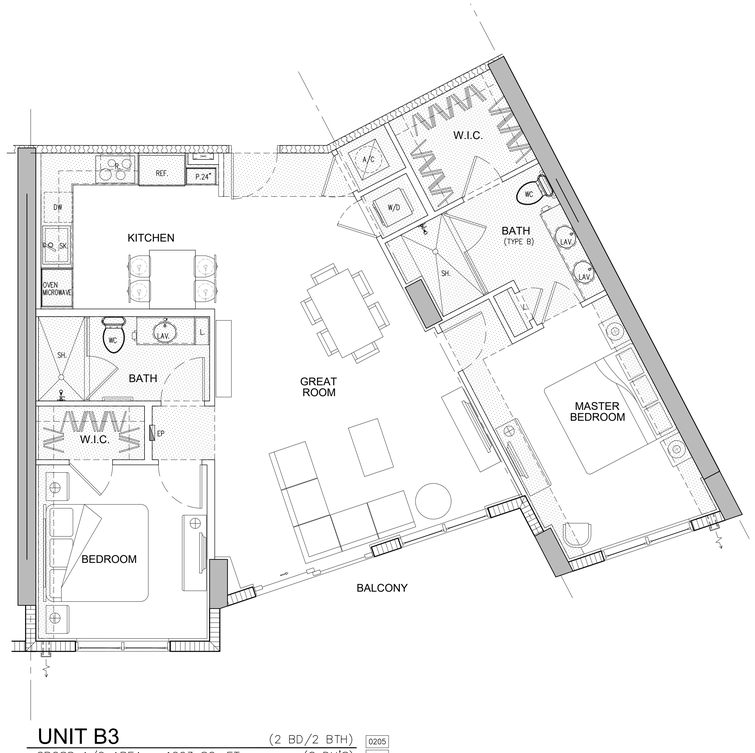


UNIT B4

(2 BD/2 BTH)
(20 DU'S)

GROSS A/C AREA = 1214 SQ. FT.
BALCONY = 54 SQ. FT.

0209	0309	0409
0509	0609	0709
0809	0909	1009
1109	1209	1409
1509	1609	1709
1809	1909	2009
2109	2209	
MIRRORED	MIRRORED	MIRRORED

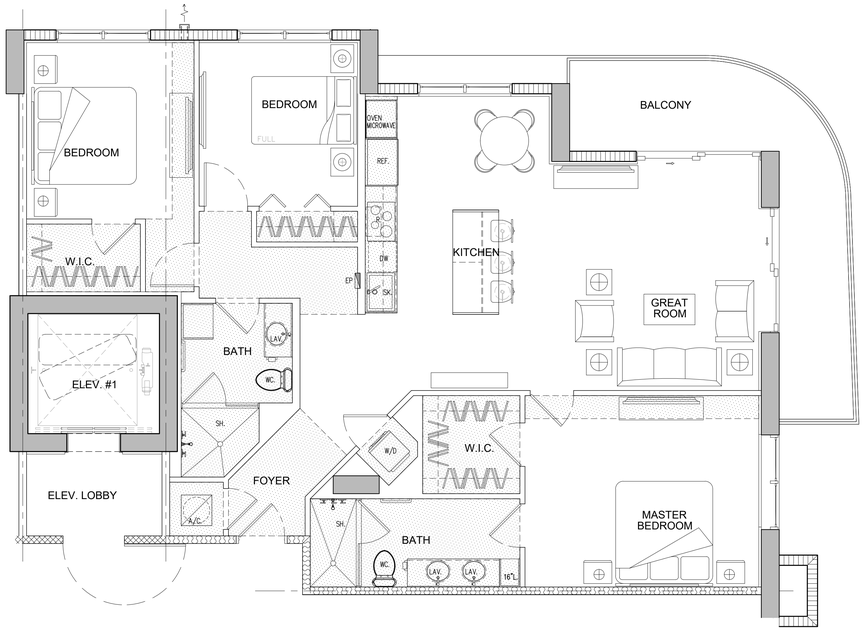


UNIT B3

(2 BD/2 BTH)
(8 DU'S)

GROSS A/C AREA = 1203 SQ. FT.
BALCONY = 109 SQ. FT.

0205
0305
0405
0505
0605
0705
0805
0905

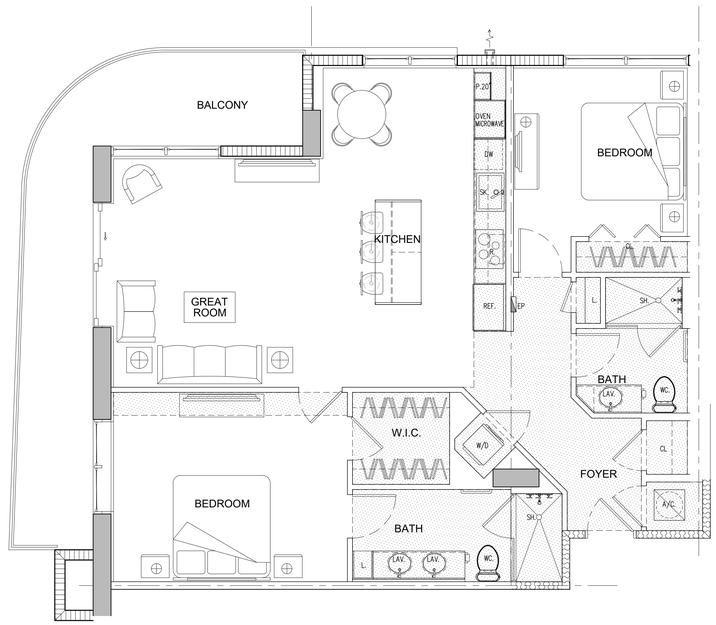


UNIT C1

(2 BD/2 BTH)
(20 DU'S)

GROSS A/C AREA = 1443 SQ. FT.
BALCONY = 205 SQ. FT.

0212	0312	0412	0512
0612	0712	0812	0912
1012	1112	1212	1412
1512	1612	1712	1812
1912	2012	2112	2212



UNIT B5

(2 BD/2 BTH)
(20 DU'S)

GROSS A/C AREA = 1253 SQ. FT.
BALCONY = 236 SQ. FT.

0213	0313	0413	0513
0613	0713	0813	0913
1013	1113	1213	1413
1513	1613	1713	1813
1913	2013	2113	2213

UNIT PLANS

SCALE: 1/4" = 1'-0"

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SHOMA NORTH BAY VILLAGE

FOR:
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LOCATED AT:
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JOSE I. SAUMELL
AR0013085

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CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	UNIT PLANS
SHEET NUMBER:	A-4.3

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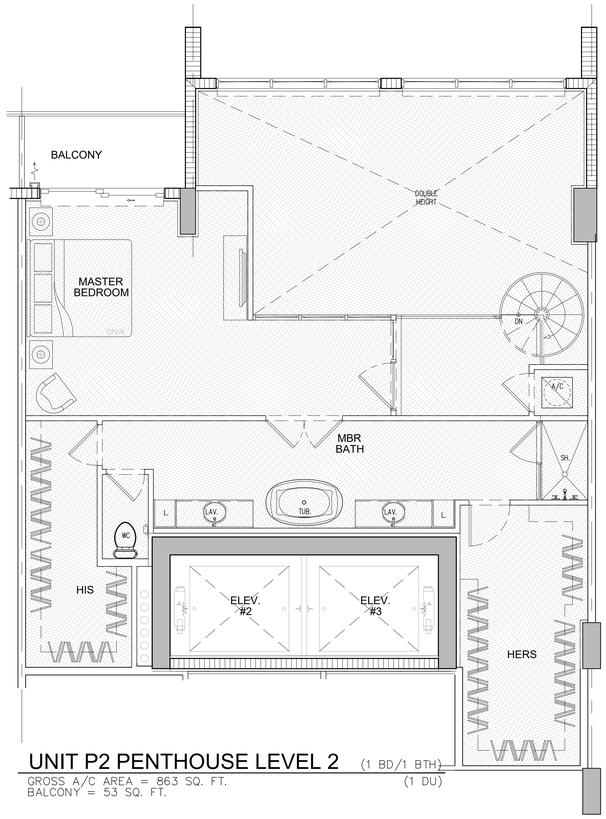
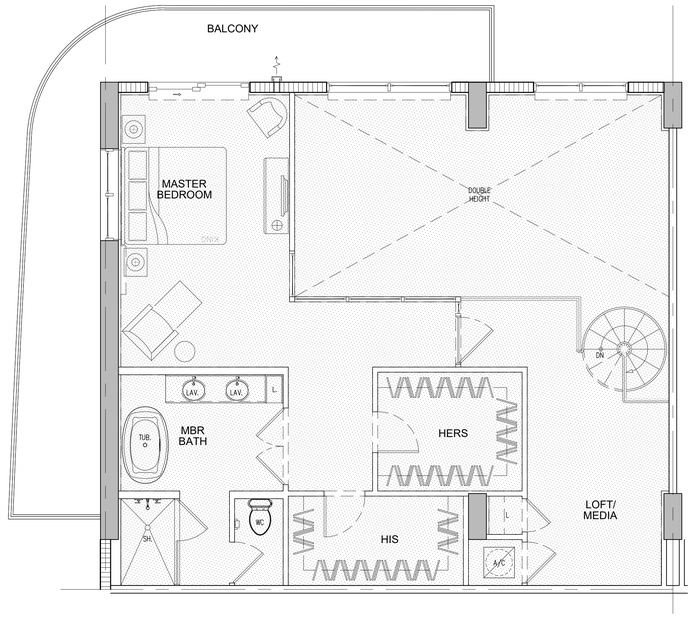


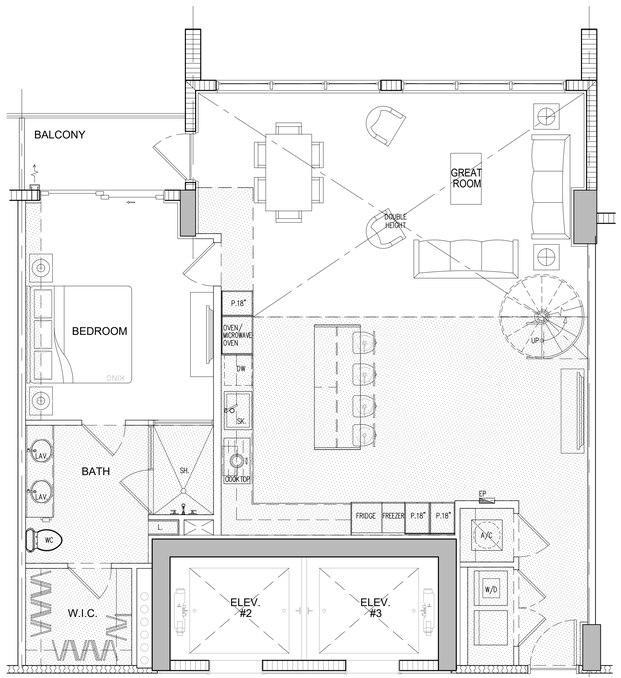
UNIT P2 PENTHOUSE LEVEL 2 (1 BD/1 BTH)

GROSS A/C AREA = 863 SQ. FT. (1 DU)
BALCONY = 53 SQ. FT.



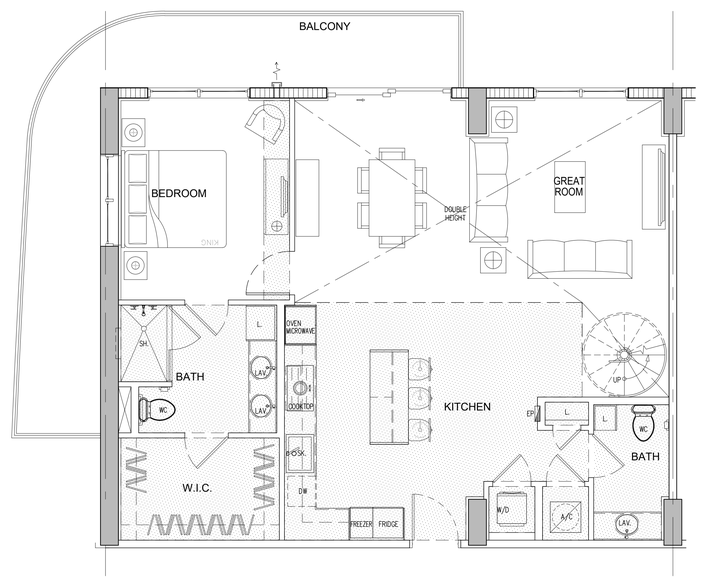
UNIT P1 PENTHOUSE LEVEL 2 (1 BD/1 BTH + LOFT/MEDIA ROOM)

GROSS A/C AREA = 859 SQ. FT. (2 DU'S)
BALCONY = 284 SQ. FT..



UNIT P2 PENTHOUSE LEVEL 1 (1 BD/1 BTH)

GROSS A/C AREA = 1199 SQ. FT. (1 DU)
BALCONY = 53 SQ. FT..



UNIT P1 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH)

GROSS A/C AREA = 1,120 SQ. FT. (2 DU'S)
BALCONY = 244 SQ. FT.

UNIT PLANS

SCALE: 1/4" = 1'-0"

403

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

FS:\ACAD\PROJECTS\1952\PACKAGES\PKG A-4.4.dwg 06/29/21 11:10:02 AM user1 DWG TO PDF.pc3 GS

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MIAMI, FLORIDA 33156
(305) 275-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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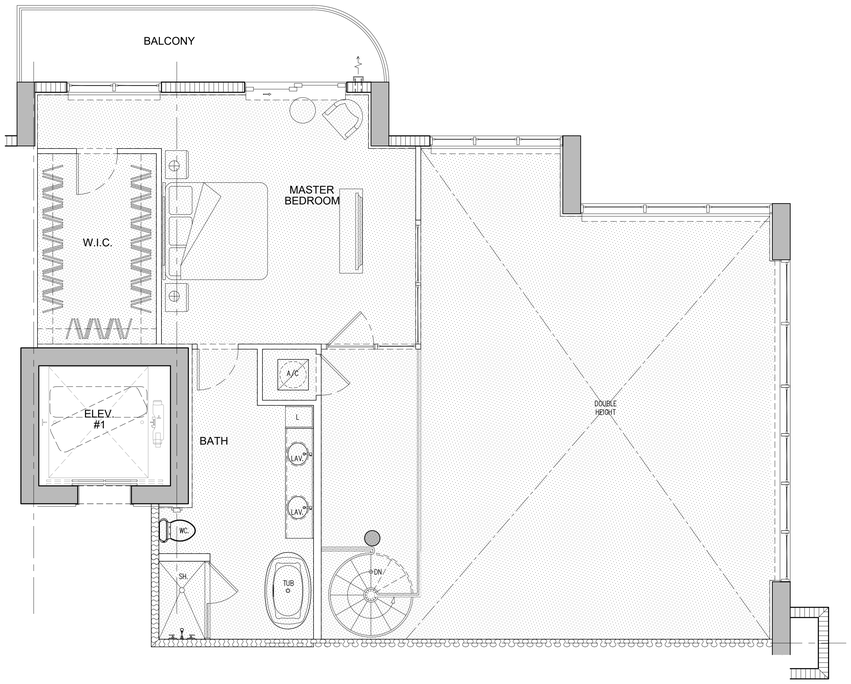
DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

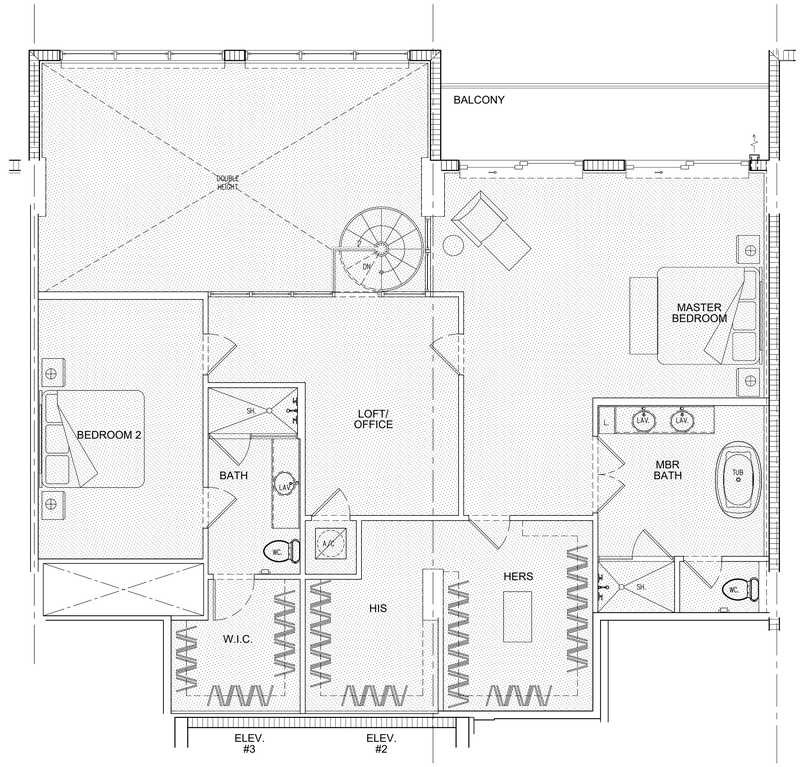
SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.4



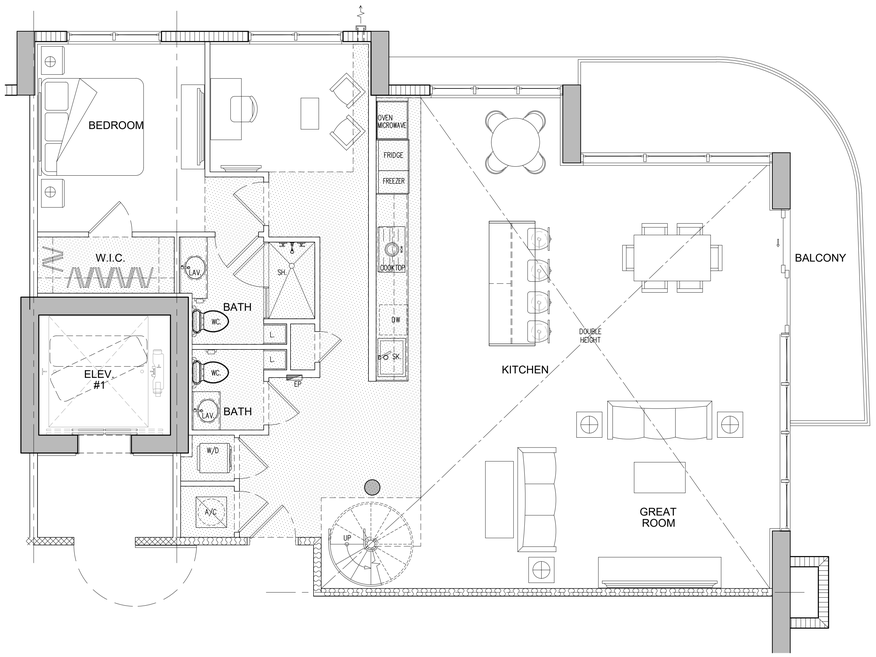
UNIT P4 PENTHOUSE LEVEL 2 (1 BD/1 BTH)

GROSS A/C AREA = 754 SQ. FT. (1 DU)
BALCONY = 116 SQ. FT.



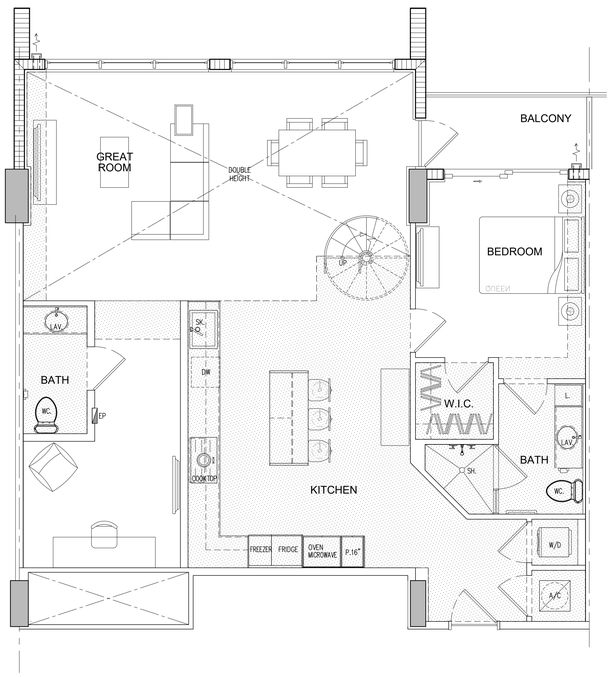
UNIT P3 PENTHOUSE LEVEL 2 (2 BD/2 BTH + LOFT/OFFICE)

GROSS A/C AREA = 1378 SQ. FT. (1 DU)
BALCONY = 107 SQ. FT.



UNIT P4 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH+OFFICE)

GROSS A/C AREA = 1443 SQ. FT. (1 DU)
BALCONY = 205 SQ. FT..



UNIT P3 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH + OFFICE)

GROSS A/C AREA = 1214 SQ. FT. (1 DU)
BALCONY = 53 SQ. FT..

UNIT PLANS

SCALE: 1/4" = 1'-0"

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
AA0000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 272-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.
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CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.5

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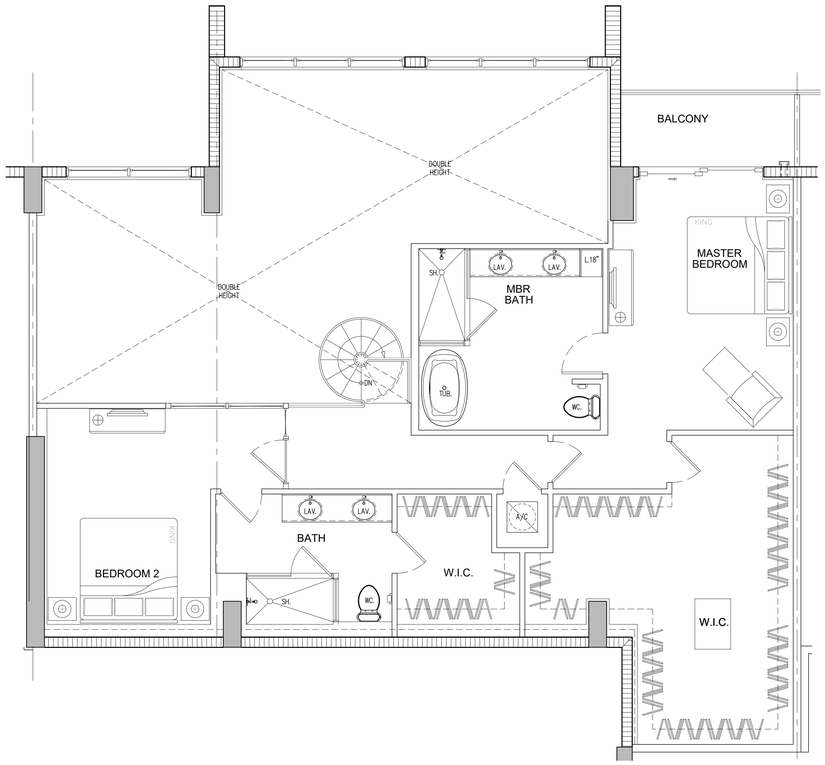
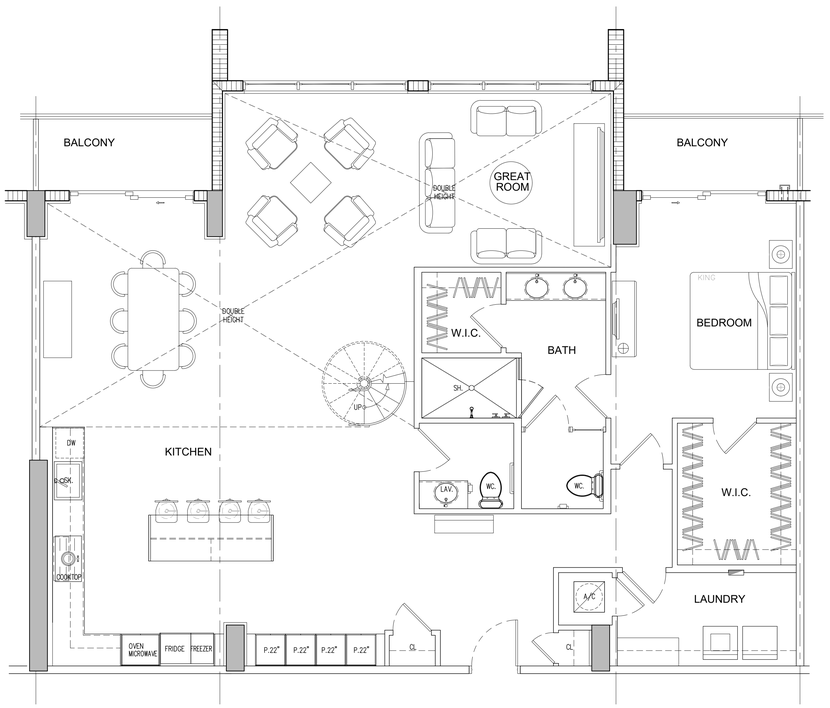


UNIT P6 PENTHOUSE LEVEL 2 (2 BD/2 BTH)

GROSS A/C AREA = 1202 SQ. FT. (1 DU)
BALCONY= 57 SQ. FT.

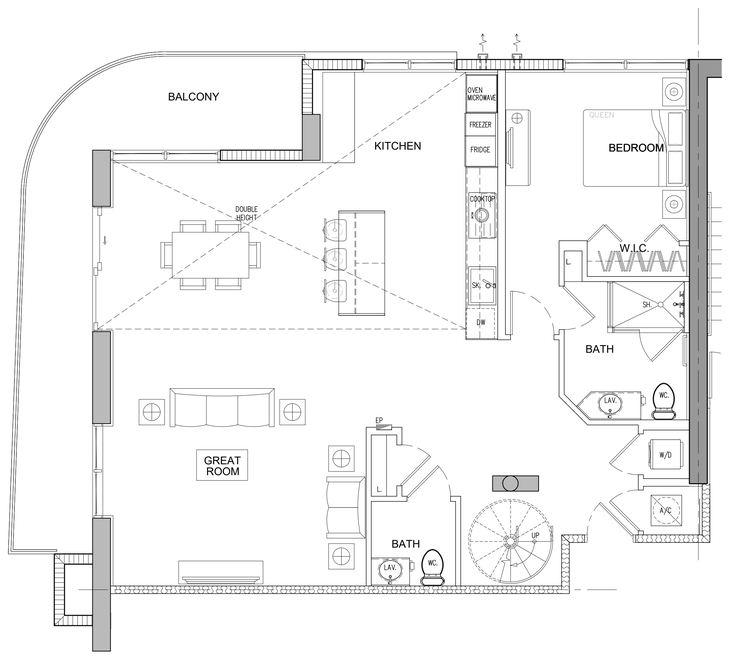


UNIT P6 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH)

GROSS A/C AREA = 1762 SQ. FT. (1 DU)
BALCONY = 115 SQ. FT.

UNIT P5 PENTHOUSE LEVEL 2 (2 BD/2 BTH)

GROSS A/C AREA = 881 SQ. FT. (1 DU)
BALCONY = 138 SQ. FT..



UNIT P5 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH)

GROSS A/C AREA = 1261 SQ. FT. (1 DU)
BALCONY = 249 SQ. FT..

UNIT PLANS

SCALE: 1/4" = 1'-0"

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.
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MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 272-9911

JOSE I. SAUMELL
AR0013085

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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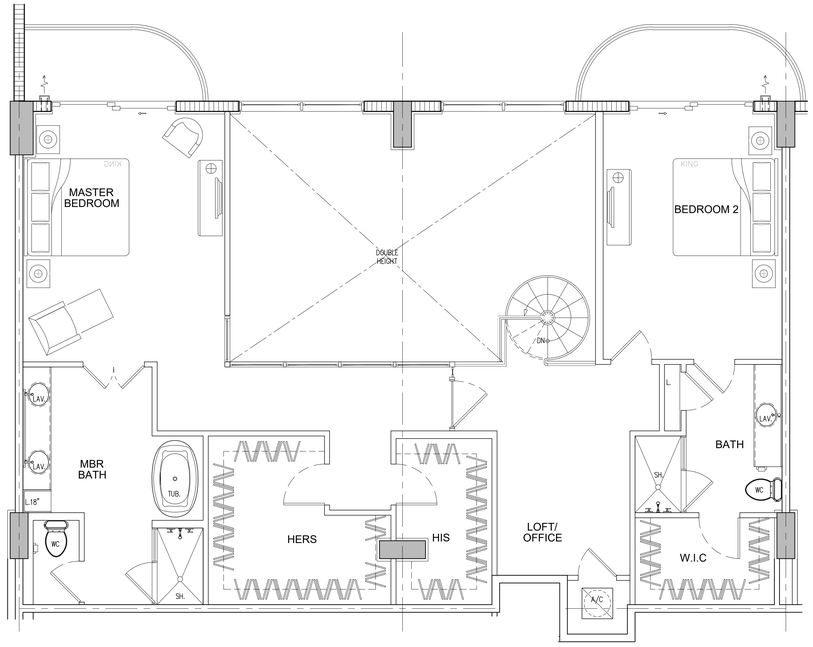
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: UNIT PLANS
SHEET NUMBER: A-4.6

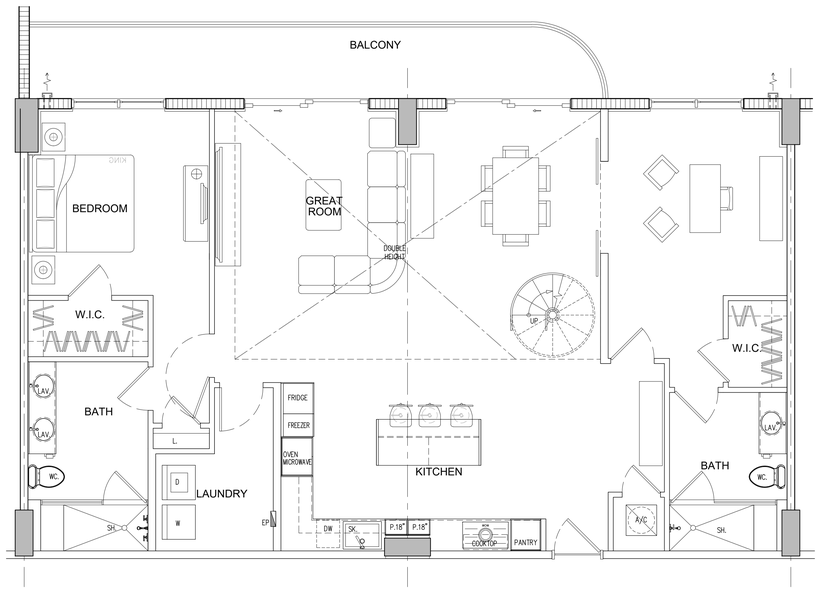


UNIT P7 PENTHOUSE LEVEL 2

(2 BD/2 BTH +LOFT/OFFICE)

GROSS A/C AREA = 1260 SQ. FT.
BALCONY= 119 SQ. FT.

(2 DU'S)



UNIT P7 PENTHOUSE LEVEL 1

(2 BD/2 BTH)

GROSS A/C AREA = 1500 SQ. FT.
BALCONY = 183 SQ. FT.

(2 DU'S)

UNIT PLANS

SCALE: 1/4" = 1'-0"

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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JOSE I. SAUMELL
AR0013085

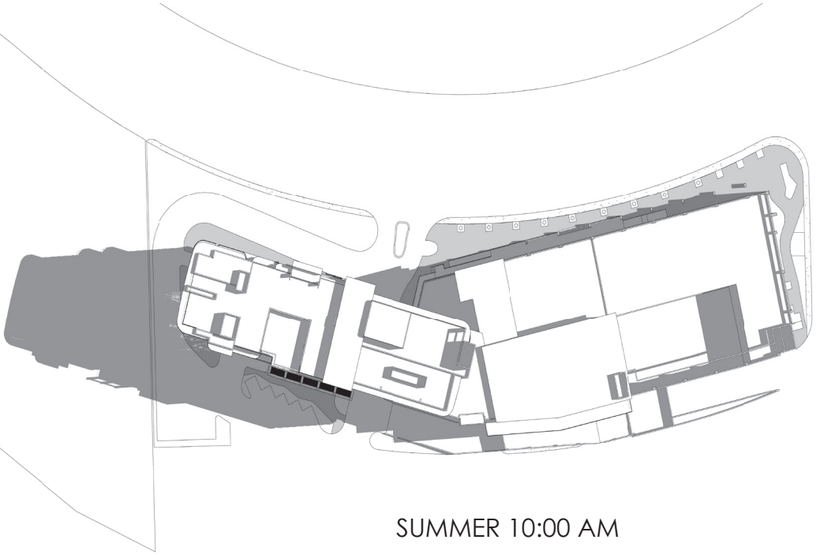
MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 272-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

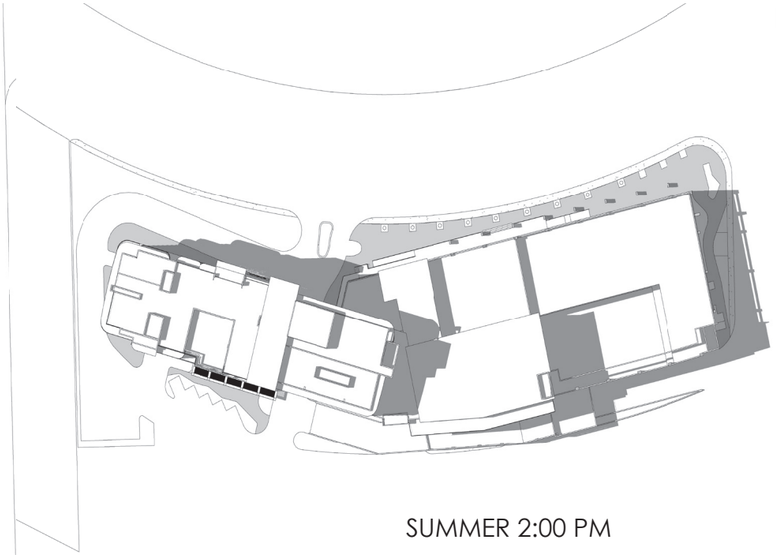
DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.7



SUMMER 10:00 AM



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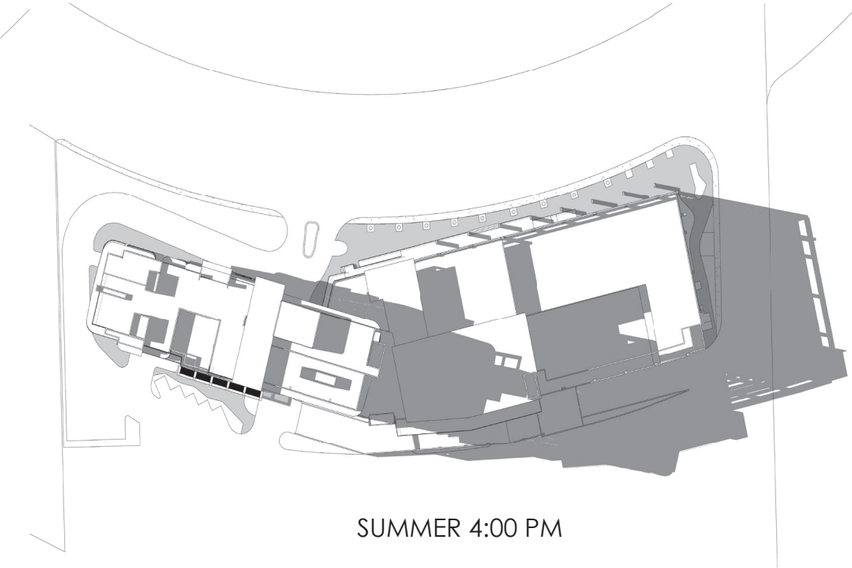

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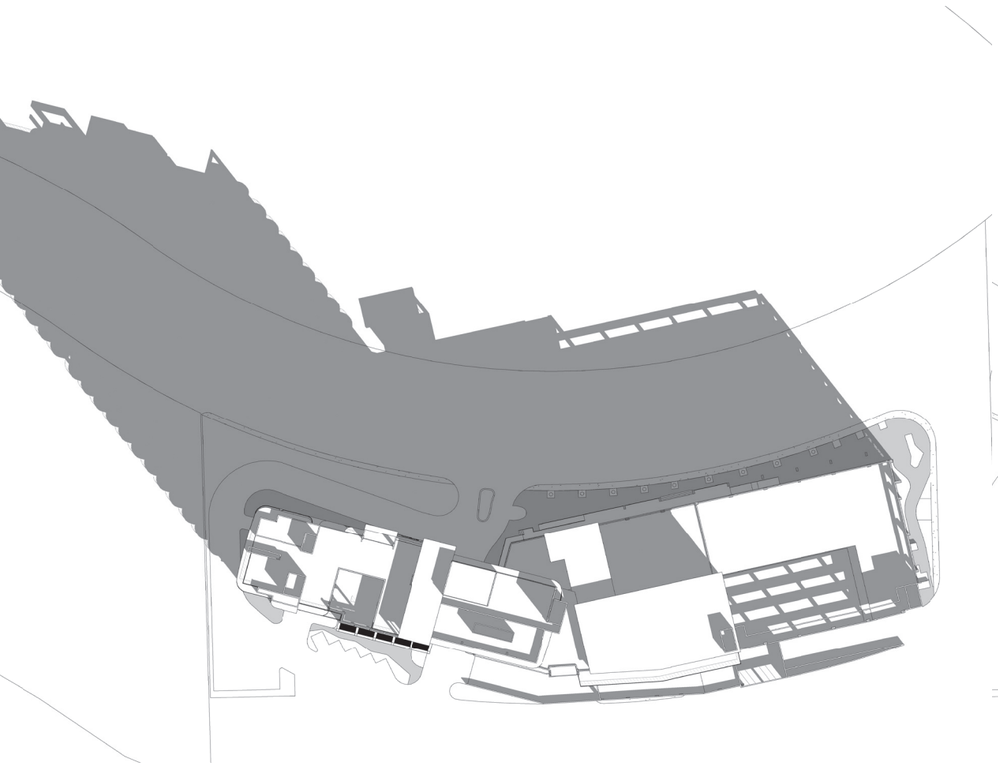

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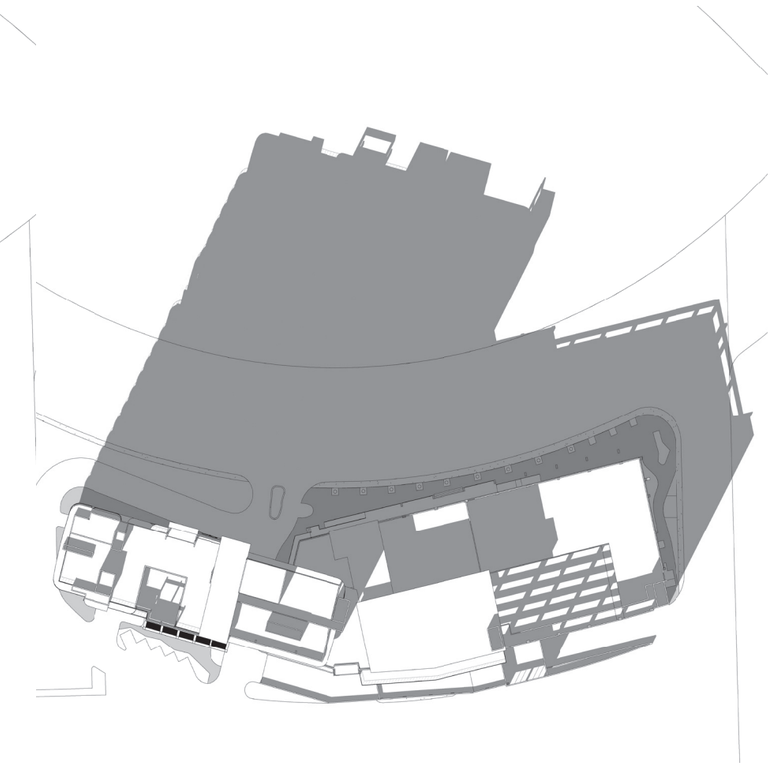

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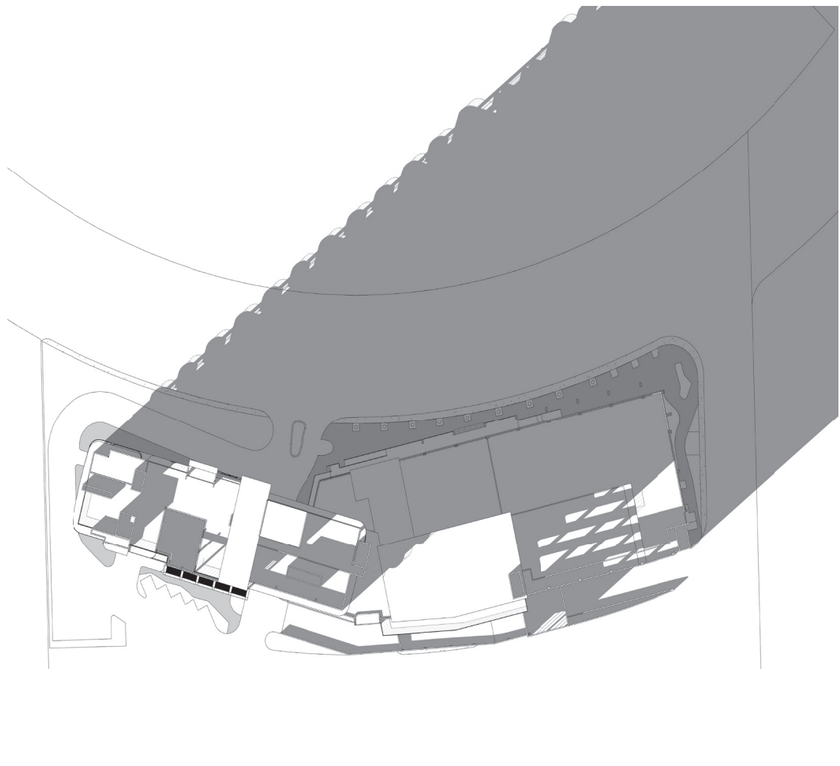

WINTER 4:00 PM

Document Path: J:\Atlas\fl_NorthBayVillage\Projects\2023\Zoning Sep2023.mxd

Legend

Zoning

- CG - General Commercial
- RS-1 - Single Family Residential
- RS-2 - Single Family Residential
- RM-40 - Multiple Family Residential
- RM-70 - Multiple Family Residential
- South Kennedy SAP Overlay
- Sunbeam NBV SAP Overlay
- T6-24 - Urban Core Zone
- T6-24 MU - Urban Core Zone
- T6-30 - Urban Core Zone
- Water
- North Bay Village Limits

WEST DR
EAST DR
79 ST - JFK CAUSEWAY
ADVENTURE AVE
PIRATES ALLEY
HISPANOLA AVE
N TREASURE DR
W TREASURE DR
BUCCANEER AVE
BOUNTY AVE
CUTLASS AVE
MULTIVIEW AVE
JEWEL AVE
GALLEON ST
S TREASURE DR
E TREASURE DR
MIAMI VIEW DR
CENTER BAY DR
COQUINA DR
BEACH VIEW DR
BAY TER

Source: North Bay Village
Date: 9/1/2023

Proposed Zoning with South Kennedy SAP

1 inch = 600 feet

N W E S

408

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, while celebrating its 75th anniversary in 2020, and following an extended public discussion about future growth and development, North Bay Village (the "Village") updated its Unified Land Development Code ("ULDC") as a part of NBV100, a community visioning and master planning process that looks to equip the Village with the tools to become more livable, more resilient, and more prosperous over the next 25 years; and

WHEREAS, to implement the NBV100 Master Plan, the Village adopted Ordinance No. 2021-004 on February 9, 2021, amending the ULDC by the addition of Chapter 15, "Form Based Code"; and

WHEREAS, Chapter 15 sets forth the standards applicable to Form-Based Districts and Transect Zones within the Village; and

WHEREAS, these standards are intended to support the goals, objectives, and policies of the North Bay Village Comprehensive Plan and of the NBV100 Master Plan, which include three pillars: Livability, Resiliency, and Prosperity; and

WHEREAS, to further the intent of the Form-Based Code expressed in Section 15.1., Section 15.2.G. of the Form-Based Code allows parcels of at least two (2) abutting acres in size to be master planned through a Special Area Plan process so as to allow greater integration of public improvements and infrastructure, to enable connectivity; to encourage a variety of building heights, massing, and to provide high quality design

elements and greater flexibility so as to result in higher or specialized quality building and streetscape design within the Special Area Plan; and

WHEREAS, the single or multiple owner(s) of such abutting properties exceeding (2) acres may apply for a rezoning to a Special Area Plan, which shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission concurrent with the site plan approval process; and

WHEREAS, pursuant to Section 4.2 and Section 15.2.G. of the ULDC, an applicant seeking a rezoning to a Special Area Plan may propose development parameters specific to development within the Special Area Plan as an amendment to the ULDC, while regulations of the underlying Transect Zone and the Form-Based Code that are not otherwise addressed by the SAP remain in effect; and

WHEREAS, Shoma North Bay Village, LLC, ("Shoma NBV") is the owner of approximately 2.8 acres of real property (the "Property") which are legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B"; and

WHEREAS, Shoma NBV has applied for:

1) a rezoning of the Property from "T6-24" Transect Zone to "South Kennedy Special Area Plan" ("SK SAP");

2) adoption of a corresponding ULDC text amendment in the form of Appendix B to Chapter 15, which includes a regulating plan and regulations for the development of the Property, a copy of which is attached hereto and incorporated herein as Exhibit "C" ("Appendix B to Chapter 15 South Kennedy Special Area Plan"); and

3) approval of a proposed project Site Plan and Development Agreement, which are being considered concurrently with this Ordinance and approved separately by Resolution of the Village Commission; and

WHEREAS, Staff has reviewed the application for a rezoning of the Property from "T6-24" Transect Zone to "South Kennedy Special Area Plan" and the proposed Appendix B to Chapter 15 (also known as the "SK SAP"), and determined that the rezoning and proposed Appendix B to Chapter 15 satisfy the conditions of Sections 4.2 and 4.17 of Chapter 4 and Section 15.2.G of the Village Code, and recommends approval of the rezoning and the proposed Appendix B to Chapter 15 with conditions; and

WHEREAS, on July 27, 2023, at a duly noticed public hearing, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance,

found that it is consistent with the Village's Comprehensive Plan, and recommended approval; and

WHEREAS, this Ordinance was presented to the Village Commission in two readings, with the public hearing conducted for second reading on _____, 2023; and

WHEREAS, after due notice and hearing, the Mayor and Commission find that adoption of this Ordinance is consistent with the Village's Comprehensive Plan, the Village's ULDC, and the Florida Community Planning Act; implements the pillars and goals of the NBV100 Master Plan; and is in the best interest and welfare of the Village.

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

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending the Zoning. That the Village Commission hereby approves a rezoning of the Property described in Exhibits "A" and "B", attached hereto and incorporated herein, comprising approximately 2.8 acres (121,914 sq. ft.) from "T6-24" Transect Zones to "South Kennedy Special Area Plan."

Section 3. Amending Chapter 15 of the Unified Land Development Code. That Chapter 15 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended as provided in the attached Exhibit "C", which is incorporated herein and made a part hereof by this reference, to provide for an Appendix B to Chapter 15, which includes a regulating plan and regulations for the development of the Property, and shall be referred to as "Appendix B to Chapter 15" or the "South Kennedy Special Area Plan," which shall apply to the Property zoned "South Kennedy Special Area Plan."

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be

renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Binding Effect. That the Property described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein, shall be subject to the regulations set forth in Appendix B, which is attached hereto as Exhibit "C", and any other non-conflicting land development regulations. This ordinance shall be binding on the Applicant and any successors and assigns with any interest in the Property.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading. This Ordinance shall automatically cease to have any force, effect, or applicability with respect to new development but shall continue to apply to then-existing development upon the termination or expiration of the Development Agreement.

PASSED on first reading on the ____ day of_____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of_____, 2023.

_____
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 ___

Chapter 15 FORM-BASED CODE

§ 15.1 General provisions.

C. Form-based districts.

1. The form-based districts in North Bay Village are each composed of one or more transect zones. See Section 15.1.D and Section 15.5, Form-Based Districts Regulating Plan, ~~and~~ Appendix A, the Sunbeam NBV SAP and Appendix B, the South Kennedy SAP.

2. The extent of form-based districts and transect zones is described on the Form-Based Districts Regulating Plan and in the pertinent regulatory section for each district, see Section 15.2, General to Transect Zones, Section 15.3, Specific to Transect Zones, and Section 15.5, Form-Based Districts Regulating Plan, ~~and~~ Appendix A, the Sunbeam NBV SAP and Appendix B, the South Kennedy SAP.

D. Rules of construction.

1. In their interpretation and application, the provisions of Chapter 15, Form-Based Districts and appendices thereto, shall be the minimum requirements or maximum limitations, as the case may be, adopted for the promotion of the public health, safety, morals or general welfare.

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

***

H. Procedures.

4. Deviations from this Code are permitted within the following conceptual framework. The specifics of the procedures are governed by Chapters 4, 5, and, 7, and Appendix A and other relevant provisions of the ULDC predating Chapter 15, Form-Based Code.

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - JUL. 19, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

07/06/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Guillermo Garcia

Sworn to and subscribed before me this
6 day of JULY, A.D. 2023

(SEAL)
GUILLERMO GARCIA personally known to me

NOTARY PUBLIC STATE OF FLORIDA
ROSANA SALGADO
Commission # HH 336987
Expires November 30, 2026

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JULY 19, 2023 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") BY COMPREHENSIVELY UPDATING AND AMENDING REGULATIONS FOR, AND SUPPLEMENTARY TO, THE RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT, INCLUDING AMENDMENTS TO CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY GLENN BASKIN CONCERNING PROPERTY LOCATED AT 7532 BUCCANEER AVENUE, NORTH BAY VILLAGE, FLORIDA, IDENTIFIED FOR REAL PROPERTY TAX PURPOSES BY MIAMI-DADE COUNTY FOLIO NO. 23-3209-009-1000, FOR VARIANCES OF SECTION 8.17 (M)(2)(b), ULDC, TO PERMIT: (a) A 4.33-FOOT REAR SWIMMING POOL SETBACK WHERE 7.5 FEET IS REQUIRED; (b) A 1-FOOT SIDE SWIMMING POOL SETBACK, WHERE 7.5 FEET IS REQUIRED; AND (c) 4 FOOT-1 INCH AND 3 FOOT-11 INCH SWIMMING POOL SETBACKS FROM TWO SIDES OF THE PRINCIPAL STRUCTURE, WHERE 5 FEET IS REQUIRED, RESPECTIVELY; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

NorthBayVillage

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; AND 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF A PARCEL IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 880 6894 4612
PASSCODE: 211289

WATCH THE VIRTUAL PUBLIC MEETING:
HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS
TV CHANNEL 661
FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
1-929-205-6099

FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
7/6 23-125/0000672021M

2|2

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - NOV. 9, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

10/30/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
30 day of OCTOBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

MARIA I. MESA
Notary Public - State of Florida
Commission # GG 956667
My Comm. Expires Mar 4, 2024
Bonded through National Notary Assn.

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON NOVEMBER 9, 2023 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OF AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 OF CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO ALLOW TEMPORARY STRUCTURES WITHIN THE T6-30 ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, TO PROVIDE FOR DEVELOPMENT OF A MIXED-USE PROJECT TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

North Bay Village

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 896 8200 0045
PASSCODE: 114631

WATCH THE VIRTUAL PUBLIC MEETING:
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305-224-1968 OR 929-205-6099
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PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
10/30 23-45/0000691394M

ZR

ITEM NO. 12.C

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: **A Resolution To Consider a Site Plan Review Application for Mixed-Use Project at 1872 79th Street Causeway Submitted by Shoma North Bay Village - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP, LEED AP)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: Approve with conditions as recommended by Planning and Zoning Board and Staff.

BACKGROUND AND ANALYSIS
See attached staff report and attachments.

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

PERSONNEL IMPACT
N/A

ATTACHMENTS
Staff Report_Shoma Site Plan Approval_VC_092823.pdf
Attachment 1_Shoma NBV_Boundary and Topo Survey.pdf
Attachment 2_Shoma NBV Reso No. 2021-046 (original approval).pdf
Attachment 3a_Shoma NBV Site Plan Application_PZB_071323.pdf
Attachment 3b_Shoma NBV Site Plan and Arch Plans.pdf
Attachmnt 3c_Shoma NBV Engineering Plans.pdf
Attachment 3d_Shoma NBV Landscape Plans.pdf
Attachment 3e_Shoma NBV__Green Building Program Compliance.pdf
Attachment_3f_Shoma_NBV_Traffic_Study_June_2023pdf
Attachment 3g_Shoma NBV-Gravity Sewer Capacity Analysis-Final.pdf
Attachment 4_Shoma NBV Site Plan_Comments and Responses_070323.pdf
Attachment 5 Resolution Shoma Site Plan 1872 79th St.DOCX
DBR Meeting Notice 09.28.23.pdf
DBR Meeting Notice 10.30.23.pdf

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

Date: **September 28, 2023**

To: **Mayor and Commission**

From: **Silvia E. Vargas, FAICP, Village Planner via Village Manager Ralph Rosado**

Subject: **Site Plan for Shoma North Bay Village, 1872 79th Street Causeway**

1. General Information

Owner/Applicant:	Shoma North Bay Village, LLC (Applicant)
Applicant Address:	201 Sevilla Ave., Suite 300, Coral Gables FL
Site Address:	1872 79th Street Causeway
Site Acreage	2.79 ac (121,914 sf)
Folio Number	23-3209-000-0250
Contact Person/Owner Representative:	Mario Garcia-Serra (Gunster)
Phone Number:	305.376-6061
E-mail Address	Mgarcia-serra@gunster.com

2. Legal Description of Subject Property

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

Refer to Attachment 1 for Boundary and Topographic Survey.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Commercial
Zoning District	T6-24
Existing Land Use	Strip Shopping Center/Surface Parking

4. Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Commercial
	Zoning District	T6-30
	Existing Land Use	Multifamily Residential (Condos), Hotel & Restaurant
East	Future Land Use	Commercial and Residential
	Zoning District	T6-24 and RM-70 Multiple Family Residential
	Existing Land Use	Mixed Use (Multifamily Residential & Commercial)
South	Future Land Use	Institutional and Education
	Zoning District	RM-40 Multiple Family Residential & RS-2 Single Family Residential
	Existing Land Use	Senior Care Center and Elementary School

West	Future Land Use	Institutional and Education
	Zoning District	RM-40 Multiple Family Residential & RS-2 Single Family Residential
	Existing Land Use	Senior Care Center and Elementary School

5. Background

On March 23, 2021, pursuant to Sec. 5.8 of the North Bay Village Unified Land Development Code, the Village Commission granted approval to a Site Plan request for a 24-story, 240-foot mixed-use project (the "Project") on the approximately 2.8-acre site located at 1850-1875 79th Street Causeway, encompassing the following uses:

- 333 residential units.
- Approximately 42,480 sf. ft. of retail and dining space
- 666 structured parking spaces. The parking plan includes EV-capable parking spaces, as well as bike parking structured parking.

No variances, warrants, or waivers were approved with the original application. However, the Site Plan application included a request for bonus density (from 70 units per acre to 119 units per acre) to reach the proposed number of residential units, which resulted in the need to integrate 17 workforce housing units (5% of all units) into the project. The Site Plan request was accompanied by a request to amend the text of the ULDC to create the South Kennedy Special Area Plan and regulations that apply to the development of land within this SAP. Resolution No. 2021-046 memorialized the conditions of approval and is attached as Attachment 2.

6. Description of Applicant's Request

The Applicant requests several modifications to the approved Site Plan. The request is being considered as a new site plan application under Sec. 5.8, which requires Planning and Zoning Board review and Village Commission approval, because the modifications exceed the scope of those criteria which would allow an administrative approval under Sec. 5.9. of the ULDC.

The proposed major changes encompass the following areas:

- Square footage: The proposed modifications have increased the square footage of the project by more than 10% of the approved site plan. There is an increase of approximately 25% in the square footage of commercial/retail space, primarily to accommodate a new fine-dining food hall, and an increase of more than 15% in the square footage of the residential units (see below).

- Residential use: White the overall number of units did not change (333) the unit mix and the size of the units was altered:

Unit type	Approved	Unit Area (SF)	Proposed	Unit Area (SF)
Micro Unit (now Studio)	38	360	40	332
1-bedroom	196	600-781	135	690-1,091
2-bedroom	94	1020-1,406	129	997-1,145
3-bedroom	n/a		20	1,324
Townhouse	5	1,344-1,400	n/a	
Penthouse	n/a		9	1,793-2.579

The Applicant proposes to offer the residential units for sale rather than for rent. The units are generally larger, with higher ceilings which require a different the structural system ("post tension"), which in turn requires more space between residential floors. The greater ceiling height is the driver for the building height change.

- Internal and External Circulation: The general pattern of circulation is similar to the original plan, but certain design elements have changed, such as the configuration of the entrance and internal driveway around the site. The Traffic Impact Statement has been updated to reflect changes in conditions since 2018. The updated study indicates the need for signal timing improvements at some key intersections.

  The following changes are enabled through a concurrent ULDC text amendment which introduces an alternative set of regulations for the South Kennedy SAP.

- Building Height: The number of stories (24) stories did not change, but the overall building height increased to nearly 254 feet (i.e.,13 feet, 10 inches taller than in the T6-24 transect). Additional height is also being requested to accommodate cooling towers on the roof (from 10 feet to 24 feet).

- Pedestal Height: The maximum height of the parking pedestal has increased from 5 stories to 10 stories. The commercial/parking garage portion of the project, which is in a connected but separate building (effectively, the "pedestal"), is 104 feet, 2 inches tall. It is worth noting that the amended maximum building height is applied only to the residential tower. (NOTE: Height of the pedestal *in feet* is not mentioned in the text. Staff recommends that this amendment be added to the proposed text to ensure consistency).

- Building Stepbacks: The requirement for building stepbacks to mitigate the impact of building height on contiguous properties is eliminated in the new site plan. Staff acknowledges that the proposed project's building articulation, with two significantly differing heights, provides a convincing alternative for the absence of stepbacks in the residential tower.

The complete application packet is included as Attachment C.

7. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed mix of uses is consistent with the Commercial Future Land Use category of the Comprehensive Plan (Policy 2.1.2) and does not exceed the maximum density (with bonus), or intensity established for this Future Land Use designation.

Likewise, the proposed project advances, and remains compatible with, Objectives 2.2 and 2.4 and Policy 2.2.8 of the Future Land Use Element. The project also generally continues to align with the vision for the Kennedy Boulevard corridor embraced in the NBV100 Master Plan

NBV100 Master Plan – Pillars and Goals

The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the modified Project.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: The proposed mix of uses is consistent with and supportive of the livability principle. The site is walkable and centrally located along the Village's main commercial street and will provide community accessibility to restaurants and grocery shopping, with walking further encouraged by the provision of an improved, 20-foot public sidewalk protected from the elements by a substantial arcade. This feature supports the planned transformation of 79th Street Causeway to a complete street (Kennedy Boulevard) as envisioned in the NBV100 Master Plan. One of the benefits of mixed-use developments is that they can reduce automobile dependency, potentially generating fewer vehicle trips than single-use sites and supporting walkability.

The project will contribute to the quality of life in the Village by expanding the array of amenities and facilities available to all Village residents and visitors, in particular with the addition of a new grocery store and food hall. The project will include a variety of unit sizes; however, as the project is now being offered for sale, a determination needs to be made regarding the applicability of the density bonus and workforce housing requirements of Sec. 8.10.1.

Resiliency
In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting

sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The project will be required to provide a minimum open space at the ground level of 10% of the total lot area and must incorporate green building features to meet the requirements of the Village's Green Building Program (Division 5 of the ULDC). According to a North Bay Village Green Building Program scoresheet provided with the Site Plan application, the project includes features that will earn 26 points (6 above the minimum currently required by the ULDC), including a white roof, use of LID/green infrastructure, 100% native plants in landscaping, Energy STar rating appliances, and diversion of waste from landfill. Additionally, the Applicant has retained Kyle Abney from Abney + Abney Green Solutions to help secure NGBS Silver certification for the project (for a total of 12 of the 26 claimed points).

Prosperity
The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(1) *Capitalize on existing resources.*
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: The project will facilitate the redevelopment of an underdeveloped site with a mix of land uses that will serve the needs of current and future residents and is anticipated to raise the value of the property and the properties around it, and to increase revenue to the Village through the payment of fees, as well as recurring property taxes after completion. A mix of new residential units, ranging from studios to 3-bedroom units, plus complementary resident amenities will expand the inventory of housing opportunities within North Bay Village, while a new ground-floor grocery store, a new food hall, and space for additional retail, will enhance local retail and dining offerings, reducing the need for automobile trips within the Village and enhancing quality of life for its residents. The project is designed to meet the flood protection requirements of Sections 10.5.B.2. of the ULDC The project exceeds the minimum 10% required open space at ground level. The residential amenities deck and ZEN garden provide additional green areas.

8. Site Plan Approval Criteria

Section 5.8.(B)(9)(c) requires the Planning and Zoning Board and Village Commission of North Bay Village to review a site plan approval request against the following criteria:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

Applicant's Remark: The Site Plan provides greater setbacks than required along the rear and western property lines, which abut the Treasure Island Elementary School (TIES) property to an older and lower rise condominium building, respectively. Both the rear and western property lines will be lined with landscaping to provide adequate buffering. The proposed Site Plan also seeks to maximize desirable effects along the 79th Street Causeway by providing a building arcade for pedestrian use along a portion of the frontage, thus providing relief from heat island effect.

Staff Evaluation: The project involves the redevelopment of an underutilized site. While the maximum building height proposed in the SAP nearly 14 feet greater than the current maximum height provided in Chapter 15, the proposed building configuration with respect to building heights will help reduce the impacts of building height (e.g., shadows, wind, and obstructed views) by keeping the commercial portion of the project limited to approximately 104 feet, according to the submitted plans.

To mitigate potential negative visual and noise impacts on the adjacent Treasure Island Elementary School, the project will be buffered by a 6-foot-tall wall and additional landscape screening on the south side of the wall along the property boundary (both items conditions of the original Site Plan approval). The Applicant will be required to conduct a study after the project is completed and operational for at least six (6) months to determine if a mid-block crosswalk is warranted on East Treasure Drive to mitigate potential negative impacts on pedestrian safety (another condition of prior approval).

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Applicant's Remark: The project provides 752 off-street parking spaces via an on-site structured garage which is shielded from view by an artistic screening as depicted in the renderings enclosed as part of the plans. The number of spaces provided is above the required minimum number of spaces pursuant to the proposed South Kennedy SPA regulations. Additionally, the project provides loading for both buildings in the rear of the property out of sight from the right-of-way. The proposed circulation diverts traffic away from the right-of-way.

Staff Evaluation: The project will provide 752 parking spaces, which exceeds the minimum requirement for off-street vehicular parking even under the higher base regulations. Loading facilities are provided in the required number and sizes. This will help ensure that parking and loading functions to serve the needs of the project are confined to the site. The height of the parking structure, controlled through the SPA amendments, accommodates 10 full or partial levels of parking –greater than the maximum of 5 levels under the base regulations, but equal in overall height (100 feet).

(3) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

Applicant's Remark: Landscaping is provided along the southern and western property lines. That same level of detail to landscaping and respect for the public view of the property was carried throughout the landscape plan, which proposes Royal Palms along the 79th Street Causeway. The Applicant also remarks that the amenities deck on Level 4 is also landscaped, and the project

includes a ZEN Garden on Level 11.

Staff Evaluation: The SAP amendments establish the maximum development envelope in compliance with minimum setback requirements. The proposed minimum rear and side setback (on the site abutting East Treasure Drive) are being increased from 7 feet to 10 feet and from 15 feet to 20 feet, respectively. The proposed Site Plan complies with and exceeds the minimum open space and landscaping requirements. The previous condition to plant Royal palms or another palm of the Village's preference along 79th Street remains in place; the current renderings do not show palms and will have to be revised. The landscape plan indicates that some nonnative species are being used. This will have to change if the Applicant intends to claim Green Building Points for use of 100% native species in site landscaping.

The SAP amendments includes language to the effect that artificial landscaping may be used under certain conditions. It is unclear if this refers only to synthetic turf. While the ULDC allows, but has strict conditions on the use of synthetic turf, it is the Village's preference that natural, 100% native landscaping be used throughout the project.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Applicant's Remark: The Project's civil engineers have confirmed that sufficient public facilities are available and/or can be improved to service the project. The property is located along the 6-lane 79th Street Causeway, which has sufficient capacity for the proposed project. Additionally, internal circulation and generous rear and side setbacks allow for appropriate traffic flow and utilities to service the property. Any infrastructure upgrades necessary to service the project will be the responsibility of the Applicant.

Staff Evaluation: The Applicant has submitted an updated Traffic Impact Study (by David Plummer and Associates). The results of the roadway segment analysis show that the 79th Street Causeway roadway segments between the Project Driveway and E. Treasure Dr. and between 1800 Block and Project Driveway currently operate and will continue to operate within the Village's LOS standards during the AM and PM peak hours. The intersection capacity analysis shows adequate operations at the unsignalized project driveways during the AM and PM peak hours. The results, however, indicate a need for timing adjustments to reduce current and future southbound delays during AM and PM peak hours at the signalized intersections of 79th Street Causeway and East Treasure Drive and 79th Street Causeway and 1800 Block. In addition, Village Engineering recommends consideration of a dedicated right-turning lane or alternative solution to prevent backup of eastbound vehicular traffic in the outside travel lane on the Causeway entering the site.

The Applicant also submitted a Gravity Sewer Capacity Analysis (by 300 Engineering Group). The study acknowledges planned PS Main Improvements. Analysis of the East Treasure Dr future gravity sewer system in comparison to the estimated project flows indicates that the future gravity sewers can sufficiently accommodate the future flow of 155 GPM.

Documentation of compliance with the applicable Level of Service (LOS) requirements, including those pertaining to schools, drainage, fire flows, and all other required approvals from external

infrastructure agencies for the project, including Miami-Dade County DERM, Water and Sewer Department (WASD), and Fire Rescue, as well as the Florida Department of Transportation (FDOT) must be submitted prior to issuance of a building permit.

9. Compliance with Unified Land Development Code

The original project was found to be largely in compliance with the applicable requirements of the Unified Land Development Code and the original SAP. Some items not fully in compliance or requiring additional clarification were set as conditions for building permit. Many of these conditions will remain in place for this iteration of the Site Plan.

The new site plan generally complies with the provisions of the ULDC and those of the proposed amendment of the Special Area Plan. A complete analysis of compliance is provided below. Items that are deemed not to be fully in compliance are highlighted in red text and a light grey background. These can be set as conditions of Site Plan approval or conditions for building permit.

Density and Intensity (Sections A.2.H. and A.7.A.1)			
Regulation	**Standard/Requirement**	**Provided**	
Base Density	70 units pe acre (upa)	70 upa	195 units
Density Bonus	120 upa	119 upa	333 units
Total Add'l Units above Base Density			138 units
Workforce Housing Set-Aside • 50-70 upa • 71-120 upa	• 5% min required. • 10% of total units base. First 5% @ 60%-140% of MDC AMI. Remaining 5% of total units @ 80%-100% of MDC AMI	None. * *Subject to the adoption of the proposed Workforce Housing Program amendment that would create a payment-in-lieu of option for for-sale projects that include a density bonus request.*	
Community Contribution Fee (CCF) for Density Bonus	*If applicable* (see * above), 100% of CCF assessed is required with Site Plan approved 2+ years after adoption of T6 zoning regulations.		
Intensity (Floor Lot Ratio)	13.0 max	6.6	

Lot Area, Open Space and Civic Space Requirements (Sections A.3.2.g(1)(a). and A.7.A.1)		
Regulation	**Standard/Requirement**	**Provided**
Lot Area	10,000 sf min	121,914 sf
Civic Space Requirement	5% Lot Area min 121,914 x 5% = 6,096 sf	6,691 sq. ft (7%)
Open Space Requirement	10% Lot Area min.	31,336 sf (25.7% approx.)

BUILDING DISPOSITION		
Regulation	**Standard/Requirement**	**Provided**
Lot Coverage	90% max.	43%
Lot Width	100 ft. min	587 ft.-8 in.

Frontage at Front Setback	70% min.	90%
Location of Pedestrian Entrances	Primary on Kennedy Causeway	Primary on Kennedy
Sidewalk along Kennedy Causeway	20-ft easement	20 ft.
Specific to South Kennedy Special Area Plan		
Building Setbacks		
Primary Front–Kennedy Cswy.	20 ft. min.	20 ft. min.
Primary Front – Max for Commercial Portion of the Building	40 ft. min.	40 ft. max
Side Abutting a ROW	10 ft. min	10 ft.-1 in min.
Side Abutting a Lot	20 ft. min.	27 ft.-9 in.
Rear	20 ft. min.	24 ft.-6 in.
Stepbacks	None	None
BUILDING CONFIGURATION		
Building Floorplates		
Above the 5th story: • Residential Uses • Commercial Uses and for Parking • Max length for Residential • Max length for Commercial	15,000 sf max. 30,000 sf max. 280 ft max. 280 ft max. (Amended via the SAP).	Approx.13,130 sf Approx. 40,000 sf Approx. 280 ft.
Specific to South Kennedy Special Area Plan		
Frontage		
Common Lawn	Prohibited	A gallery or arcade is required for at least 80% of the frontage of commercial portions of buildings that are setback 20 feet from the front property line. Galleries and arcades may encroach into the front setback area by a maximum of 15 feet.
Porch and Fence	Prohibited	
Terrace	Prohibited	
Forecourt	Allowed	
Stoop	Allowed	
Shopfront	Allowed	
Gallery	Allowed	
Arcade	Allowed (Amended via the SAP)	
Building Height		
Min. Building Height	2 Stories min.	Provided
Pedestal Height	10 Stories max./105 ft. max (Amended via the SAP)	10 stories/105 ft.
Overall Building Height	24 stories or 253 ft-10 in max	253 ft.-10 in.
Max. Height (Rooftop Mechanical)	24 ft.	24 ft.

Building Function and Parking Requirements		
Regulation	**Standard/Requirement**	**Provided**
Building Function and Parking Spaces • Residential -1 sp/dwelling = 333 • Visitor -1 sp/10 dwellings = 34 • Commercial -3 sp/1,000 sf = 158 • Bicycle -1 sp/5 dwellings and 6/50,000 sf of nonresidential = 66 • EV – 5% of required spaces = 25 • Handicapped - 11	Shared parking ratio of 1.2 applied to commercial parking = 134+34+333=499	752 69 25 17
Structured Parking Design	Per Sec. 9.3.I.	Documentation of compliance shall be submitted prior to building permit

Parking Space Design	Per Sec. 9.3.E. Standard – 9' X 18' Compact – 8' X 16' Accessible – 13' x 18'	Publix – 10' X 18' Regular – 9' X 18' HC – 13' X 18' Compact – 8' X 16'
Loading Berths *Residential* *Commercial*	Per Section 15.6.D: 1@420 sf / 1st 100 units 1 @240 sf / each add'l 100 units or fraction thereof 1@420 sf – 25k-50k sf 1 @420 sf – 50k-100k sf	 3 @ 900 sf 2 @ 800 sf

DIVISION 5 – GREEN BUILDING PROGRAM		
Regulation	**Standard/Requirement**	**Intended**
Mixed Use	20 points min	26 pts *
LID/green infrastructure (drainage well)	2 pts max	4 pts
100% Native Plants	2 pts	2 pts
White Roof	4 pts	4 pts
EnergyStar rating for all appliances	4 pts	4 pts
NGBS Silver certification	12 pts	12 pts

Additional points may be achievable through the provision of EV Charging Stations

Recommendation

Staff finds that the project is consistent with the policies of the NBV100 Comprehensive Plan and the pillars and strategies of the NBV100 Master Plan. In addition, the project generally meets the Site Plan approval criteria and, except for the central question of the density increase and the workforce housing allocation, the project either observes the requirements of the ULDC and the proposed Special Area Plan regulations (Appendix B) or the zoning concerns noted above or raised by other reviewers in the Development Review process can be easily corrected.

Regarding the density bonus and workforce housing provisions, Village staff is currently evaluating the applicability of these provisions to for-sale projects. There is also an imminent privately initiated amendment to the workforce housing program ordinance, which, if adopted, could resolve this issue by providing a variety of alternative strategies through which the requirement might be satisfied. Given these circumstances, Staff is confident in recommending approval contingent upon the approval of the Special Area Plan rezoning and adoption of proposed Special Area Plan provisions (Appendix A), and subject to the specifications set forth below. **Approval of this Site Plan shall not indicate or imply approval of working drawings (plans) and specifications required for building permits.** All conditions shall be met as stated.

Conditions

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional one-year extensions may be granted upon approval by the Village Commission based upon a finding that Applicant has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). A request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.
2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and payments, and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Updated Boundary and Improvement Survey prepared by John F. Pulice, PSM, dated 6/1/22 and digitally signed 4/21/2023.
   B. Architectural plans prepared by MSA Architects, digitally signed 06/29/2023 by Jose Saumell:
      1) Sheet CS: Cover Sheet and Drawing Index
      2) Sheet A-0.SP-1: Site Plan
      3) Sheet A-2.1: Overall Floor Plan Level 1
      4) Sheet A-2.1M: Mezzanine Floor Plan
      5) Sheets A-2.2 through A-2/23/2: Overall Floor Plan Levels 20-23
      6) Sheet A-2.24: Roof Plan / Pool Deck
      7) Sheets A-3.1 and A-3.2: Residential Building Elevations
      8) Sheets A-3.3 and A-3.4: Garage Building Elevations
      9) Sheets A-4.1 through A-4.7: Unit Plans
   C. Landscape Plans prepared by Witkin Hults, Design Group, digitally signed 6/28/23 by Andrew M. Witkin, RLA:
      1) Sheet L-1: Index and Landscape Plan – Ground Floor
      2) Sheets L-2 and L-3: Landscape Plan
      3) Sheet L-4: Landscape Plan – Level 11/Zen Garden

4) Sheet L-5: Landscape Plan – Pool Deck
5) Sheets L-6: Landscape Details
6) Sheet TD-1: Tree Disposition Plan
7) Sheet HS-1: Hardscape Plan – Ground Level
8) Sheet SK-1: NE Plaza Enlargement

D. Civil Engineering Plans prepared by David Plummer & Associates, dated 05/23/2023 and digitally signed by Todd Seymour, PE, 06/29/23:
1) Sheet C-1.0: General Notes
2) Sheet C-2.0: Civil Site Plans
3) Sheet C-3.0: Pavement Details
4) Sheet C-4.0: Water Distribution Plan
5) Sheet C-5.0: Sewer Distribution Plan
6) Sheet C-6.0: Water and Sewer Details
7) Sheets C-7.0 and C-8.0: Signing and Pavement Marking Plan and Notes
8) Sheet C-9.0: Grading and Drainage Plan
9) Sheet C-10.0: Drainage Details
10) Sheets C-11 and C-12: Stormwater Pollution Prevention Plan and Detail

E. Gravity Sewer Capacity Analysis Technical Memorandum prepared by 300 Engineering Group LLC, dated 6/14/23.

F. Traffic Study #20105, prepared by David Plummer & Associates, dated June 2023; and cover letter for comparison analysis dated 3/23/23, prepared by Juan Espinoza, PE.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's Site Plan Approval conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.

Workforce Housing, Density Bonus and Community Contribution Fee:

1. The Applicant has not made provisions to allocate the 15 percent of workforce housing units required to attain the proposed density increase from the maximum base density of 70 units per acre to 119 units per acre, on the basis that the project consists of all for-sale units. However, the proposed density increase above base is currently only achievable via the workforce housing density bonus established in Sec. 8.10.1 of the ULDC. The Village is currently evaluating the applicability of this section, including the obligations associated with density increases, to for-sale projects. If, following this evaluation, the Village were to determine that the requirements Sec. 8.10.1 do apply to this project in connection to the proposed density increase, the Village and the Applicant shall coordinate and agree on an appropriate method to satisfy those requirements. The agreed-upon solution may be memorialized in the development agreement.

Landscape and Public Realm:

1. Plans shall demonstrate, graphically and in tabular form, that at least five percent (5%) of the aggregate lot area, or approximately 6,096 sq. ft., has been assigned as civic space. The areas identified as the "East Plaza" and "West Plaza" shall be developed with public-realm-appropriate improvements and function. The Applicant shall be responsible for constructing or providing all the required associated improvements, including Public Art.
2. The Applicant shall, in coordination with the Village, select an artist to create public art displays to be installed at the following locations: 1) The East Plaza; 2. The Florida Department of Transportation (FDOT) entry median at the Village's eastern boundary on the

79th Street Causeway (the "Eastern Median"); and 3) the FDOT entry median at the Village's western boundary on the 79th Street Causeway (the "Western Median"). Collectively, these three locations shall be known as "the Public Art Locations." The Applicant and the Village shall jointly agree on the public art to be installed at the Public Art Locations.

3. Palms shall be planted along the 79th Street Causeway frontage of the property, of a species pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on the Causeway.
4. The Applicant shall replace the existing bus shelter located on the public right-of-way, adjacent to the northeastern corner of the property. The Village shall pay for the design of the new bus shelter and provide design specifications and plans to the Applicant, who will be responsible for paying up to $35,000 for the fabrication and installation of the shelter. The Village will be responsible for overseeing the fabrication and installation of the shelter.
5. Beautified, safe pedestrian crosswalk treatments shall be required for the central driveway between the residential and commercial portions of the building. Likewise if (as an outcome of the study described in Condition No. 7 of the Traffic/Circulation/Parking conditions listed below), the installation of a mid-block crosswalk is determined to be warranted on East Treasure Drive, such crosswalk shall be similarly beautified.
6. All structured parking shall be screened from view from the adjacent rights-of-way by an art treatment, to be approved by the Village Manager.
7. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.
8. Synthetic turf may only be used subject to the limitations of Sec. 9.24 of the ULDC.
9. A photometric plan by a Registered Architect or Engineer shall be submitted.
10. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
11. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.
12. The Applicant shall seek to attain no less than 20 points from the North Bay Village Green Building Program, which effort shall include pursuing NGBS Silver certification for the project, as per the Applicant's sustainable design consultant.

<u>Infrastructure/Drainage:</u>

1. The Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.
2. All existing and proposed utility easements, water and sewer mains, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.
3. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.
4. A fire flow test shall be conducted to verify the availability of required fire flow.
5. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
6. Prior to Master Building Permit approval, the Applicant shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the

method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system, as well as drainage calculations for 10-, 25- and 100-year storms.

7. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

Traffic/Circulation/Parking:

1. The Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.
2. Working with Miami Dade County Traffic Engineering Department and the Village, the Applicant shall develop an effective signal timing optimization approach for 79th Street Causeway at the junction with the 1800 block of the Causeway and with East Treasure Drive, to maintain an acceptable Level of Service for these intersections.
3. The Applicant shall consider a solution (e.g., a dedicated right-turning lane) to prevent backup of eastbound vehicular traffic in the outside travel lane on the Causeway entering the site.
4. The Applicant shall specify turning radii for all curbs and sight distance triangles for East Treasure Dr. to allow for the evaluation of visibility per Sec. 9.7.B. of the ULDC.
5. The Applicant shall provide updated auto-turn exhibits illustrating the following: a) an overall design that is consistent with the plans set; b) a complete vehicle maneuver until the vehicle is completely aligned with the travel lanes along E Treasure Dr; c) the design vehicle accessing and exiting the trash dumpster.
6. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
7. The Applicant shall address/mitigate potential risk of vehicles encroaching into the sidewalk within the TIES School Zone.
8. The Applicant, in coordination with Miami-Dade County and North Bay Village, shall conduct a pedestrian safety study after the project site is fully operational for at least six (6) months. This study will determine if a mid-block crosswalk is warranted on East Treasure Drive based on pedestrian and traffic volumes. Miami-Dade County has ultimate authority over the approval, installation and placement of a crosswalk. If it is determined that an additional, midblock crosswalk is not warranted, the applicant will work with the County and the Village on improving the existing nearby crosswalks.
9. Pavement markings on all levels of the parking garage shall be revised to meet MUTCD criteria, with diagonal crosshatch markings slanting away from traffic to discourage travel on certain paved areas.
10. Wheel stops shall be provided for parking bays to prevent vehicular encroachment into non-parking areas.
11. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
12. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line shall not change in excess of five (5) percent for either angle of approach or breakover angle.
13. The Applicant shall provide, in graphic and tabular form, the location and number of spaces reserved in the parking garage for use by Grandview Palace, if any. Copy of any agreements between Shoma North Bay Village and Grandview Palace, as may be amended from time to time, shall be submitted to the Village as part of the project record.

Other:

1. The Applicant shall provide a copy of previously recorded plat and a copy of the County's plat report, if available. In the event that the property is determined to not have been previously platted, the Applicant shall plat the property prior to the issuance of a building permit, pursuant

to the provisions of Division 3 of Chapter 5 of the North Bay Village ULDC and consistent with Policy 2.1.11 of the NBV100 Comprehensive Plan.
2. All signage shall comply with the restrictions of Section 15.6.E.

Prior to issuance of a Certificate of Occupancy
1. Applicant shall pay all amounts of any kind then due to the Village, either under the Project Approval, the Development Agreement, or as imposed pursuant to any Land Development Regulation.

List of Attachments to Staff Report

Attachment 1 – Boundary and Topographic Survey
Attachment 2 – North Bay Village Resolution No. 2022-011A (approving original Site Plan)
Attachments 3A through 3X – Site Plan Application Packet by Shoma North Bay Village, LLC
Attachment 4 – DRAFT Resolution Site Plan 1872 79th Street Causeway

NOTES:

1. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. MIAMI–DADE COUNTY BENCHMARK P–313–1970; ELEVATION: 5.27 FEET.
3. THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF AE, BASE FLOOD ELEVATION 8 & 9 FEET, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12086C0307L, WITH A DATE OF IDENTIFICATION OF 9/11/09, FOR COMMUNITY NO. 120654, IN MIAMI–DADE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
4. THIS SITE LIES IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI–DADE COUNTY, FLORIDA.
5. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE BEING S01°37'08"E.
6. REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
7. THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
8. TOTAL NUMBER OF CLEARLY IDENTIFIABLE PARKING SPACES ON THE SUBJECT PROPERTY IS 232 (228 REGULAR AND 4 DISABLED).
9. THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, ORDER NO. 10380290, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED 03/14/2022 AT 11:00 PM, REVISION A, DATED 4/14/22, SW. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B SECTION II OF SAID COMMITMENT:
   - ITEMS 1, 2, 3, 4 & 5: STANDARD EXCEPTIONS, NOT ADDRESSED.
   - ITEM 6: PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS IN DEED NO. 17274–A IN DEED BOOK 983, PAGE 1, AS CORRECTED BY DEED NO. 17274–B AND DEED NO. 17806–A IN DEED BOOK 2936, PAGE 45, APPLY TO THIS SITE BUT CANNOT BE PLOTTED (AS TO PARCELS 1 & 2).
   - ITEM 7: EASEMENT IN O.R.B. 1000, PAGE 489, APPLIES TO THIS SITE AS DEPICTED HEREON (AS TO PARCELS 1 & 2).
   - ITEM 8: EASEMENTS AND PROVISIONS IN COVENANT IN O.R.B. 13220, PAGE 2712, APPLY TO THIS SITE AS DEPICTED HEREON (AS TO PARCEL 1).
   - ITEM 9: EASEMENTS, TERMS AND PROVISIONS IN EASEMENT AGREEMENT IN O.R.B. 13387, PAGE 2185, APPLY TO THIS SITE AS DEPICTED HEREON (AS TO PARCEL 1).
   - ITEM 10: COVENANT RUNNING WITH THE LAND IN O.R.B. 16914, PAGE 870, AS AMENDED BY FIRST AMENDMENT TO COVENANT RUNNING WITH THE LAND IN O.R.B. 31243, PAGE 4309, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED (AS TO PARCEL 1).
   - ITEMS 11 & 12: NOT ADDRESSED.
10. ALL RECORDED DOCUMENTS ARE PER MIAMI–DADE COUNTY RECORDS.
11. THE LEGAL DESCRIPTION WAS MODIFIED TO CORRECTLY DESCRIBE THE CURVE MENTIONED ON THE EASTERLY SOUTH BOUNDARY OF THIS SITE(NON–TANGENT CURVE).
12. THE PROPERTY DESCRIBED HEREIN IS WHOLLY CONTAINED IN WITHIN THE PROPERTY DESCRIBED IN CHICAGO TITLE INSURANCE COMPANYU COMMITMENT NO. 10380290 WITH AN EFFECTIVE DATE OF 3/14/2022 AT 11:00 PM, REV A, 4/12/2022 AND ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.
13. THE WAS NO EVIDENCE OF THE SITE USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
14. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES; THAT THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON THE LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON.
15. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH LAWS REGULATING SURVEYING IN THE STATE OF FLORIDA.
16. THE PROPERTY SHOWN HEREON HAS DIRECT ACCESS TO 79th STREET CAUSEWAY (STATE ROAD NO. 984) (NORTH BAY CAUSEWAY), A DEDICATED PUBLIC STREET OR HIGHWAY, MAINTAINED BY THE STATE OF FLORIDA.
17. EXCEPT AS SHOWN, ALL VISIBLE UTILITIES SERVING THE SUBJECT PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR RECORDED PUBLIC UTILITY EASEMENTS.
18. THE SURVEYOR CURRENTLY IS COVERED BY A PROFESSIONAL LIABILITY POLICY IN THE AMOUNT OF $2,000,000.
19. ENCROACHMENTS AS FOLLOWS:
   A) FENCE AND PORTION OF ASPHALT PARKING LOCATED UPON 4' UTILITY EASEMENT IN O.R.B. 1000, PAGE 489, ALONG THE SOUTH BOUNDARY.
   B) CLEANOUTS, METERS, MONITORING WELLS, SIGNS, HAND HOLES, CATCH BASINS, SEWER LINES, GUY ANCHORS, POWER POLES AND OVERHEAD WIRES WITHOUT BENEFIT OF KNOWN EASEMENTS.
20. THERE ARE NO PARTY WALLS ON THIS SITE.
21. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
22. THERE ARE NO KNOWN PROPOSED CHANGES TO STREET RIGHT OF–WAY LINES. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
23. THERE ARE NO PLOTTABLE OFFSITE EASEMENTS.

ZONING INFORMATION:

1. THIS SITE IS ZONED KENNEDY BOULEVARD DISTRICT (KBD)
2. BUILDING RESTRICTIONS:
   SETBACK REQUIREMENTS: FRONT: 10 FEET FOR FIRST 5 STORIES ALONG PRIMARY FRONT (KENNEDY CAUSEWAY); 25 FEET FOR FIRST 5 STORIES ALONG SECONDARY FRONT (EAST TREASURE DRIVE); 0 FEET ALONG WESTERN SIDE FOR FIRST 5 STORIES; 5 FEET FOR SOUTHERN SIDE FOR FIRST 5 STORIES. ADDITIONAL 10 FOOT STEPBACK IS REQUIRED ABOVE THE 5TH STORY AND A FURTHER 5 FOOT STEPBACK IS REQUIRED ABOVE THE 15TH STORY.
   MINIMUM LOT AREA: 10,000 SQUARE FEET MINIMUM; MINIMUM LOT WIDTH: 100 FEET.
   BUILDING HEIGHT: MINIMUM HEIGHT OF 2 STORIES; MAXIMUM HEIGHT IS 24 STORIES OR 240 FEET. MAXIMUM PEDESTAL HEIGHT IS 5 STORIES. THE PROJECT'S SAP APPROVAL PERMITS A HIGHER PARKING GARAGE PEDESTAL HEIGHT THAN TYPICALLY PERMITTED.
   PARKING: PARKING STRUCTURE SHALL NOT EXTEND BEYOND THE HEIGHT OF THE PEDESTAL (5 STORIES). THE SAP APPROVED FOR THE PROJECT PROVIDES SPECIFIC PARKING REQUIREMENTS FOR THE PROJECT WITH WHICH THE PROJECT COMPLIES. A TOTAL OF 475 PARKING SPACES ARE REQUIRED AND 666 PARKING SPACES ARE PROVIDED. (COMBINED SITES)
   DENSITY RESTRICTIONS: MAXIMUM DENSITY OF 150 DWELLING UNITS PER ACRES SO LONG AS THE TOTAL UNITS ARE SET ASIDE FOR NON–SUBSIDIZED WORKFORCE HOUSE.
   LOT COVERAGE: MINIMUM OPEN SPACE ARE OF 10% OF LOT AREA.
3. THE RESTRICTIONS SHOWN ABOVE ARE PER THE SITE PLAN OF COMBINED EAST AND WEST PROPERTIES PER GUNSTER, YAOKLEY & STEWART, P.A. LAND USE AND ZONING OPINION LETTER DATED APRIL, 2022.

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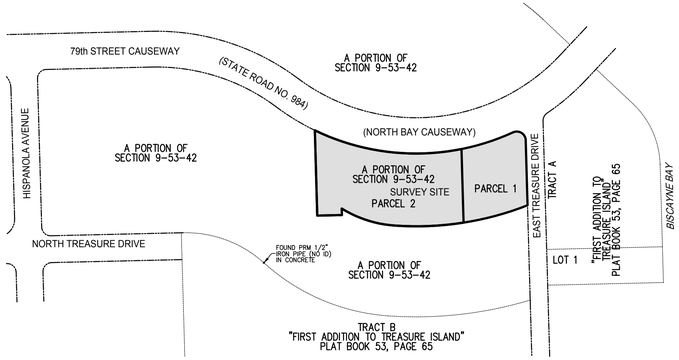


VICINITY MAP
NOT TO SCALE

TREE TABLE

Tree #	Scientific Name	Common Name	DBH - in.	Height - ft. (Palms - CT)	Canopy (Dia. Ft.)	Canopy (Sq. ft.)	Condition	Disposition
1	*Ficus benjamina*	Ficus	5	22	10	79	Invasive	Remove
2	*Ficus benjamina*	Ficus	8	23	15	177	Invasive	Remove
3	*Ficus benjamina*	Ficus	8	22	14	154	Invasive	Remove
4	*Ficus benjamina*	Ficus	8	20	18	254	Invasive	Remove
5	*Ficus benjamina*	Ficus	11	26	13	133	Invasive	Remove
6	*Ficus benjamina*	Ficus	9	25	12	113	Invasive	Remove
7	*Ficus aurea*	Ficus	9	40	55	2375	Fair	Remove
8	*Podocarpus gracilor*	Weeping Podocarpus	6	16	14	154	Fair	Remove
9	*Schinus terebinthifolia*	Brazilian Pepper	26	27	30	707	Invasive	Remove
10	*Schinus terebinthifolia*	Brazilian Pepper	30	20	40	1256	Invasive	Remove
11	*Schinus terebinthifolia*	Brazilian Pepper	24	19	14	154	Invasive	Remove
12	*Schinus terebinthifolia*	Brazilian Pepper	24	20	15	177	Invasive	Remove
13	*Schinus terebinthifolia*	Brazilian Pepper	8	25	18	254	Invasive	Remove
14	*Schinus terebinthifolia*	Brazilian Pepper	24	12	15	177	Invasive	Remove
15	*Schinus terebinthifolia*	Brazilian Pepper	14	16	18	254	Invasive	Remove
16	*Schinus terebinthifolia*	Brazilian Pepper	29	22	17	227	Invasive	Remove
17	*Bischofia javanica*	Bischofia	4	12	10	79	Invasive	Remove
18	*Schinus terebinthifolia*	Brazilian Pepper	8	15	12	113	Invasive	Remove
19	*coccoloba uvifera*	Seagrape	29	25	23	415	Fair	Remove
20	*Schinus terebinthifolia*	Brazilian Pepper	30	30	20	314	Invasive	Remove
22	*Sabal palmetto*	Cabbage Palm	12	14	15	177	Fair	Remove
23	*Sabal palmetto*	Cabbage Palm	14	10	25	491	Good	Remove
24	*Sabal palmetto*	Cabbage Palm	12	25	12	113	Good	Remove
25	*Sabal palmetto*	Cabbage Palm	12	23	10	79	Good	Remove
26	*Tabebuia caraiba*	Yellow Tabebuia	13	22	15	177	Fair	Remove
27	*Cocos nucifera*	Coconut Palm	9	25	15	177	Fair	Remove
28	*Tabebuia caraiba*	Yellow Tabebuia	9	15	8	50	Fair	Remove
29	*Sabal palmetto*	Cabbage Palm	17	10	10	79	Fair	Remove
30	*Tabebuia caraiba*	Yellow Tabebuia	15	18	15	177	Fair	Remove
31	*Tabebuia caraiba*	Yellow Tabebuia	6	8	10	79	Fair	Remove
32	*Sabal palmetto*	Cabbage Palm	12	22	10	79	Good	Remove
33	*Sabal palmetto*	Cabbage Palm	12	25	10	79	Good	Remove
34	*Sabal palmetto*	Cabbage Palm	10	25	12	113	Good	Remove
35	*Sabal palmetto*	Cabbage Palm	12	20	10	79	Good	Remove
36	*Tabebuia caraiba*	Yellow Tabebuia	7	18	10	79	Fair	Remove
37	*Tabebuia caraiba*	Yellow Tabebuia	15	27	25	491	Fair	Remove
38	*Tabebuia caraiba*	Yellow Tabebuia	17	29	20	314	Fair	Remove
39	*Tabebuia caraiba*	Yellow Tabebuia	12	10	10	79	Fair	Remove
40		Uprooted	N/A	N/A	N/A	N/A	Uprooted	Remove
41	*Ficus benjamina*	Ficus	14	25	25	491	Invasive	Remove
42	*Ficus benjamina*	Ficus	8	23	15	177	Invasive	Remove
43	*Ficus benjamina*	Ficus	8	10	5	20	Invasive	Remove
44	*Ficus benjamina*	Ficus	7	12	10	79	Invasive	Remove
45		Dead	N/A	N/A	N/A	N/A	Dead	Remove
46	*Sabal palmetto*	Cabbage Palm	12	30	10	79	Fair	Remove
47	*Sabal palmetto*	Cabbage Palm	14	17	11	95	Fair	Remove
48	*Sabal palmetto*	Cabbage Palm	12	17	12	113	Fair	Remove
49	*Sabal palmetto*	Cabbage Palm	7	10	8	50	Fair	Remove
50	*Sabal palmetto*	Cabbage Palm	10	18	10	79	Fair	Remove
	Total Square Footage Removed					6265		

LEGAL DESCRIPTION: (PER COMMITMENT)

PARCEL 1:
A PORTION OF THE SOUTHEAST ONE–QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE MAP OF HIGHWAY RIGHT–OF–WAY OF PROPOSED NORTHEAST SEVENTY–NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI –DADE COUNTY, FLORIDA; THENCE N88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT–OF–WAY FOR 1560.00 FEET; THENCE S 01°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT–OF–WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT–OF–WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGEL OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AND ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE; THENCE S01°37'08" E ALONG SAID RIGHT–OF–WAY LINE OF 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET; AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT–OF–WAY LINE OF 79TH STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES. LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI–DADE COUNTY, FLORIDA.

PARCEL 2:
A PORTION OF THE SOUTHEAST ONE–QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE–HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE MAP OF HIGHWAY RIGHT–OF–WAY OF PROPOSED NORTH–EAST SEVENTYNINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT–OF–WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT–OF–WAY OF SAID SEVENTY–NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT–OF–WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT ON THE ARC OF A NON–TANGENT CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS N 08°55'50" W; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI–DADE COUNTY, FLORIDA AND CONTAINING A TOTAL OF 121,914 SQUARE FEET (2.7988 ACRES), MORE OR LESS.

CERTIFICATION:

TO S3 RE NORTH BAY FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS; SHOMA NORTH BAY VILLAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY; CHICAGO TITLE INSURANCE COMPANY; ERRA LAW; GUNSTER, YAOKLEY & STEWART, P.A.:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 13, 14, 16, 17, 18, 19 & 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 6/1/22.

DATE OF PLAT OR MAP: 6/1/22

John F Pulice

Digitally signed by John F Pulice
Date: 2023.07.03 11:57:08 -04'00'

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- ☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
- ☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- ☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290

STATE OF FLORIDA

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

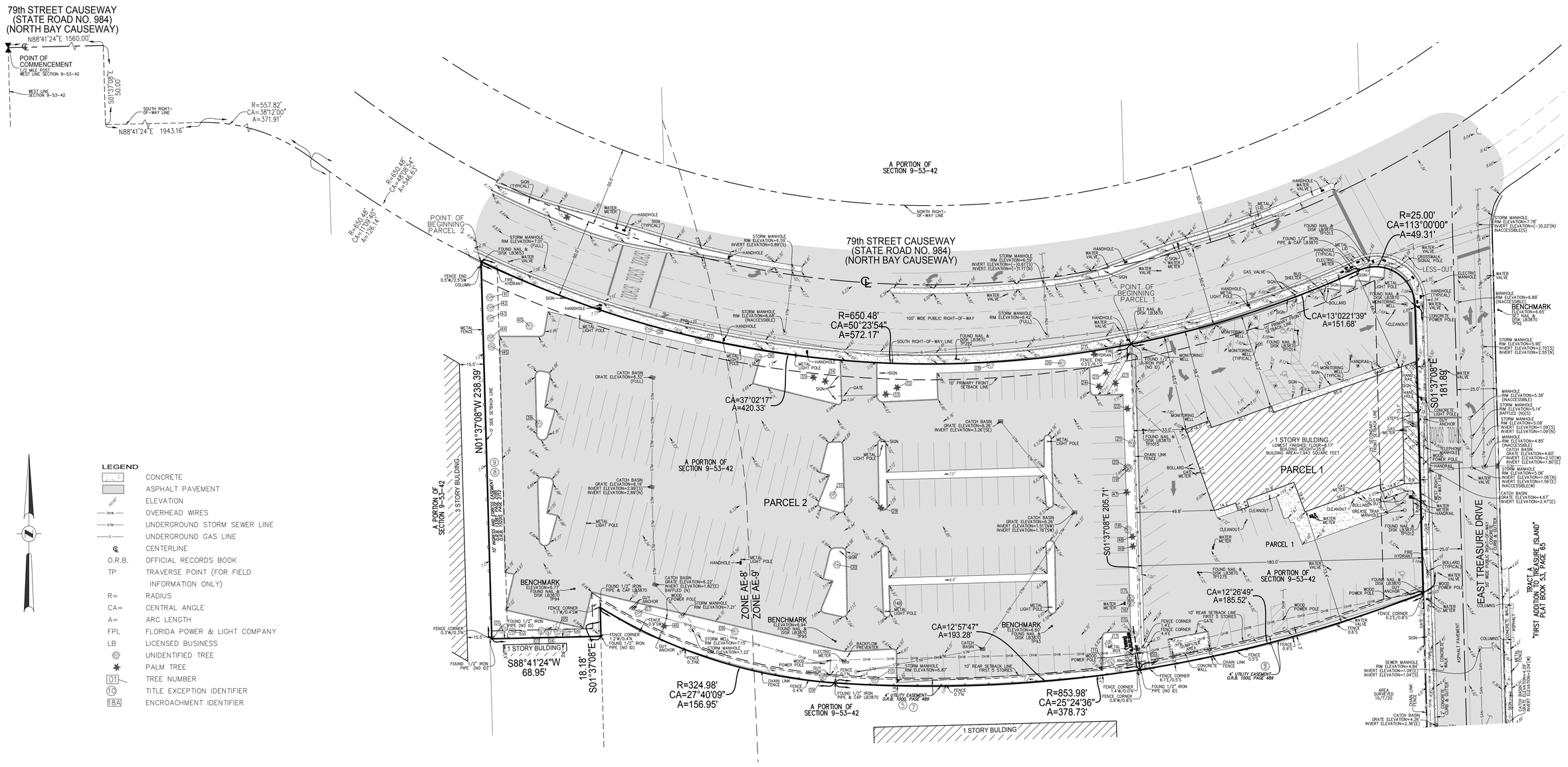
NO.	REVISIONS	BY
4		
3	#69962 UPDATE SURVEY–6/1/22	BB/JB
2	UPDATE TITLE COMMITMENT–4/27/21	L.H.
1	#67514–TREE SURVEY–08/27/20	L.H.
0	#66755–ORIGINAL SURVEY–01/14/20	L.S.

NORTH BAY VILLAGE SITE
1872 NE 79th STREET CAUSEWAY,
NORTH BAY VILLAGE, FLORIDA 33141
(CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY)

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572–1777
FAX: (954) 572–1778
E–MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.S.	SCALE: 1" = 30'	CLIENT: SHOMA GROUP
CHECKED BY: J.F.P.	SURVEY DATE: 6/1/22	ORDER NO.: 69962



0' 30' 60' 90'

GRAPHIC SCALE
1"=30'

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

NORTH BAY VILLAGE SITE
1872 NE 79th STREET CAUSEWAY
NORTH BAY VILLAGE, FLORIDA 33141
(CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY)

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RESOLUTION NO. 2021-46

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.8 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, APPROVING A SITE PLAN, INCLUDING A SPECIAL AREA PLAN, BY SHOMA NORTH BAY VILLAGE, LLC, FOR THE ATKINSON TRUST, TO DEVELOP A MIXED-USE PROJECT THAT WILL INCLUDE 333 DWELLING UNITS, A 36,068 SQUARE FOOT GROCERY STORE, AND 6,315 SQUARE FEET OF RETAIL SPACE, ON THE PROPERTY LOCATED AT 1850-1875 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, SUBJECT TO THE APPROVAL OF NBV100 COMPREHENSIVE PLAN AND ZONING MODIFICATIONS AND MODIFICATIONS OF A CERTAIN PARKING COVENANT AND STIPULATION AGREEMENT CORRESPONDING TO THE PROPERTY; APPROVING A MODIFICATION OF SAID PARKING COVENANT AND STIPULATION AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Shoma North Bay Village, LLC., for the Atkinson Trust ("Shoma" or the "Applicant") has submitted an application to North Bay Village (the "Village"), pursuant to Section 5.8, and under the recently adopted Chapter 15, of the Village's Unified Land Development Code ("ULDC"), seeking approval of a site plan, including a special area plan, for a project on an approximately 2.8 acre site, located at 1850–1875 Kennedy Causeway, as legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the subject mixed-use development project shall consist of 333 residential units, a 36,068 square foot supermarket, 6,315 square feet of retail space, 666 parking spaces of structured parking, and other amenities (the "Project"); and

WHEREAS, the Site plan and Special Area Plan for the Project is attached hereto as Exhibit "B"; and

WHEREAS, the Project is to be constructed in the new T6-24 transect zone on the south side of Kennedy Causeway, which transect zone encourages mixed use developments up to 24 stories or 240-feet, with a base density of 70 units per acre and density bonuses approvable by the Commission, upon the allocation of non-subsidized workforce housing and payment of a community contribution fee assessed by the Village; and

WHEREAS, the purpose of a Special Area Plan ("SAP") is to encourage the assembly and master planning of parcels of two (2) or more abutting acres in size, in order to provide greater integration of improvements and infrastructure, to enable thoroughfare connectivity, to encourage a variety of building heights, massing and streetscape design, and to provide high quality design elements, to further the intent of the Village Code; and

WHEREAS, development incentives available in the South Kennedy Special Area Plan ("SK SAP") to individual properties are reviewed by the Planning and Zoning Board and Village Commission concurrently with the site plan approval process; and

WHEREAS, staff reviewed the Project and found its density and uses consistent with the recently adopted T6-24 transect zone and the Commercial Future Land Use category of the Comprehensive Plan, Future Land Use Element, and the Village's goal to revitalize its commercial sector and attract new mixed-use developments to its downtown and urban center areas, subject to the conditions herein; and

WHEREAS, staff further reviewed the Project under SAP regulations and found its elements and uses, subject to conditions, are compatible with surrounding intensities and densities of development; provide access to adequate light and air for surrounding

properties; provide commercial uses intended to serve the needs of the residents; and create a pedestrian-friendly experience at the ground level; and

WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, staff and the Applicant have agreed on tentative terms of a development agreement, a draft of which is attached hereto as Exhibit "C", which memorializes density bonus requirements, the allocation of civic spaces, thoroughfares, and building area in the Project, and other requirements. .

WHEREAS, the Property is currently burdened by a certain covenant running with the land, dated August 18, 1995 and recorded in Book 16914, Page 870, of the Public Records of Miami-Dade County (the "Parking Covenant"), as modified, which required that certain parking be maintained on the Property to service the Grand View Palace Project located at 7601 East Treasure Drive ("GVP"); and

WHEREAS, the Parking Covenant was a result of a Stipulated Settlement Agreement, dated December 28, 1992, approved by the Village Commission via Resolution No. 92-39 (the "Stipulation"), which required GVP's approved development program to be serviced by 1,119 parking spaces, a portion of which would be satisfied on the Property; and

WHEREAS, the Applicant has caused to be conducted, and proffered to the Village, a parking analysis by David Plummer & Associates, dated March 4, 2021 (the "Parking Study"), showing that, using up-to-date parking standards, GVP has adequate parking on-site to meet GVP's demands, such that parking at the Property is no longer needed to serve GVP; and

WHEREAS, simultaneously with the application for site plan and SAP approval, the Applicant is requesting, subject to GVP's consent, the modification of the Stipulation to modify GVP's parking requirements to those provided on GVP's site and a release of the Parking Covenant on the Property; and

WHEREAS, staff has reviewed the Parking Study and concurs with its findings and conclusions that, applying the adopted standards of Chapter 15 of the ULDC, there exists an oversupply of parking at GVP, such that parking on the Property for GVP pursuant to the stipulation is no longer needed and eliminating the need for the Parking Covenant; and

WHEREAS, after a duly noticed public hearing held on December 1, 2020, the Planning and Zoning Board by a vote of 5-0 recommended approval of the Site Plan, subject to the conditions set forth and included below in Section 2; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on March 9, 2021 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is consistent with the Village's Comprehensive Plan and ULDC and furthers the purpose, goals, objectives and policies of same, and is in the best interest of the Village.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Chapter 15 of the ULDC, the site plan and special area plan for the Project to construct a mixed-use

development project shall consist of 333 residential units, a 36,068-square-foot supermarket, 6,315 square feet of retail space, 666 parking spaces of structured parking, and other amenities on the Property, as provided in Exhibit "C", which is incorporated herein and made a part hereof by this reference, is hereby approved, subject to the following conditions:

1. Construction of the proposed Project shall be in conformance with the following:
    a. Boundary Survey prepared by Pulice Land Surveyors, Inc., LLC, dated January 14, 2020; and
    b. Plans prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, including the following pages:
        i. CS, dated October 30, 2020
        ii. A-2.1–A-2.10, dated April 29, 2020;
        iii. A-3.1–A-3.6, dated April 29, 2020;
        iv. L1–L5, dated August 10, 2020, as revised on October 29, 2020 and November 10, 2020;
        v. C1–SS, dated August 17, 2020;
        vi. C2–SS, dated August 17, 2020;
        vii. SP1, dated April 29, 2020.

2. Development Agreement: Pursuant to Section 8.13 of the ULDC, the Applicant shall record a Development Agreement, in substantially the form attached as Exhibit "C", which is incorporated herein and made a part hereof, memorializing the Special Area Plan approval conditions including, but not limited to, the allocation of civic spaces, thoroughfares and building area among the building sites; the assignment of at least five percent (5%) of the aggregated lot area as civic space; and the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.

3. Density Bonus: The Applicant shall set aside a minimum of five percent (5%) of the total 333 proposed units for non-subsidized workforce housing and pay the applicable Community Contribution Fee assessed by the Village per additional unit of density above the base density of 70 units per acre, in compliance with Subsection 15.2.H.1. of the ULDC. Rental rates for workforce housing units shall be calculated consistent with Section 15.2.1 of the ULDC based on the Village's prevailing formula at the time of rental.

4. Community Contribution Fee: The Applicant shall pay twenty-five percent (25%) of the total applicable Community Contribution Fee within 90 days of the approval date of the Site Plan by the Commission. The remaining seventy-five percent (75%) shall be payable prior to or upon the issuance of the building permit. All

Community Contribution Fees shall be nonrefundable. The Community Contribution Fee shall be reduced as set forth in Section 2 of Resolution No. 2021-010.

5. Workforce Housing: The Applicant shall submit documentation demonstrating compliance with the provisions of Section 15.2.1., Workforce Housing Program Administration, of the Form-Based Code (Chapter 15). This will become the basis for a Workforce Housing Density Bonus Agreement, which the Applicant will enter into with the Village, and which shall set forth the commitments and obligations of the Applicant to ensure compliance with the applicable regulations.

6. Parking: A total of 475 spaces are required for the various uses. The Applicant is proposing 666 parking spaces that include 10 electric vehicle ready spaces, 14 ADA spaces, and 25 bicycle rack parking spaces as set forth on sheet SP-1 of the Project Approval plans.

7. External Agency Approvals:

    a. The Applicant shall submit verification from Miami-Dade County and FDOT that the proposed new development has been reviewed and approved for all access management consideration.
    b. As applicable, the Applicant must receive, and submit to the Village, plan approvals from DERM, WASD, and the Miami-Dade County Fire Department, as well as a Tree Removal Permit.

8. The Applicant shall provide documentation of compliance with the applicable Level of Service (LOS) requirements.

9. This development approval shall be valid for two (2) years. No more than two (2) one-year renewals shall be granted, subject to approval by the Village Commission. To avoid expiration of the approved plans, the Applicant shall apply for and obtain a full building permit within the timeframes set forth herein.

10. Applicant shall provide a unity of title or covenant in lieu of unity of title, in a form acceptable to the Village Attorney, for all parcels prior to the issuance of the Master Building Permit. The unity of title or covenant in lieu of unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Applicant.

11. The Applicant shall execute all documents deemed necessary by the Village with regard to the provision of Workforce Housing Units in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.

12. Before the initial rental of any workforce unit, the Applicant shall record the required Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the Village, and shall submit the recorded document to the Village.

13. In coordination with Miami-Dade County and North Bay Village, the Applicant shall conduct a pedestrian safety study after the project site is fully operational for at least six (6) months. This study will determine if a mid-block crosswalk is warranted on East Treasure Drive based on pedestrian and traffic volumes. Miami-Dade County has ultimate authority over the approval, installation and placement of a crosswalk. If it is determined that an additional, midblock crosswalk is not warranted, the Applicant will work with the County and the Village on improving the existing nearby crosswalks.

14. The Applicant shall provide a minimum six-foot wall on the southern edge of the Property abutting Treasure Island Elementary School ("TIES") in accordance with the Site Plan. In addition, the Applicant shall landscape the northern perimeter of TIES in a manner consistent with the landscape improvements being performed by the Village at TIES. The Applicant shall expand the western side of the northern sidewalk from 5 feet to a minimum of 8 feet-wide.

15. The Applicant has proffered, and the Village has accepted, a condition to limit loading hours such that deliveries are done outside of TIES arrival and dismissal hours and peak AM/PM traffic hours. In addition, the Applicant has proffered that a dockmaster shall be available to assist in parking/stationing of delivery vehicles.

16. The Applicant shall collaborate with the Village to define the civic space to provide for a greener, more pedestrian-activated area, with more significant public art. The Applicant shall, in coordination with the Village, select an artist to create public art displays to be located at the following three locations: 1) the northeastern plaza area of the Property, 2) the Florida Department of Transportation (FDOT) entry-median at the Village's eastern boundary on the 79th Street Causeway (the "Eastern Median"), and 3) the FDOT entry-median at the Village's western boundary on the 79th Street Causeway (the "Western Median"), (collectively, the three locations for public art installations shall be known as the "Public Art Locations"). The Applicant and the Village shall jointly agree on the public art to be installed at the Public Art Locations. The Applicant agrees to pay a minimum of $50,000 and up to $100,000 to the Village to be applied toward the actual costs for the commission of the public art for the Public Art Locations and the installation of the public art at the Eastern and Western Medians (the "Public Art Costs") as follows: i) On or before December 31, 2021, the Applicant shall pay $50,000 to the Village to be applied toward the Public Art Costs; ii) At or before the time of issuance of the final building permit, the Applicant shall pay up to an additional $50,000 to the Village for the Public Art Costs. The Applicant shall bear the costs of and be responsible for the installation of the art located on the northeastern plaza area of the Property.

17. The Applicant shall plant palms along the Kennedy Causeway frontage of the Property, of a species to be pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on Kennedy Causeway.

18. The Applicant shall replace the existing bus shelter which is located on the public right-of-way, adjacent to the northeastern corner of the Property. The Village shall pay for the design of the new bus shelter and provide the design specifications and plans to the Applicant, who will be responsible for paying up to $35,000 for the fabrication and installation of the new bus shelter. The Village will be responsible for overseeing the fabrication and installation of the new bus shelter.

19. The Applicant shall add a beautified, safe pedestrian crosswalk to the central driveway between the two buildings to increase connectivity.

20. The Applicant shall make reasonable good faith efforts and endeavor to qualify for additional green points on the retail and parking garage portions of the Project.

Pursuant to Section 8.13 and Chapter 15 of the ULDC, the related development agreement, provided in substantially the form provided in Exhibit "C", which is incorporated herein and made a part hereof by this reference, is hereby approved in accordance with the terms provided herein.

The Parking Covenant on the Property is hereby released, pursuant to the Release of Parking Covenant, in substantially the form attached as Exhibit "D", which is incorporated herein and made a part hereof. A modification of the Stipulation for GVP is hereby approved in accordance with the updated parameters and standards of the Parking Study, to be memorialized in a form deemed legally sufficient by the Village Attorney and executed by the Village Manager.

Section 3. Findings of Fact. The Mayor and Village Commission make the following FINDINGS OF FACT based upon the substantial competent evidence provided:

> The requested site plan meets the applicable Site Plan Review Standards and Special Area Plan Requirements provided in Section 5.8 and Chapter 15 of the Village's ULDC. The requested site plan approval is not contrary to the public interest or detrimental to the community and is compatible with

the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project is compatible with surrounding intensities and densities of development, provides access to adequate light and air for surrounding properties, provides commercial use(s) intended to serve the needs of the residents; and creates a pedestrian-friendly experience at the ground level. Additionally, based on the Parking Study submitted by the Applicant, and accepted by staff, there is adequate evidence to support the release of the Parking Covenant.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

The foregoing Resolution was offered by Vice Mayor Wilmoth 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 Marvin Wilmoth	YES
Commissioner Richard Chervony	NO
Commissioner Rachel Streitfeld	YES
Commissioner Julianna Strout	YES

PASSED AND ADOPTED on this 23rd day of March, 2021.

Brent Latham, Mayor

ATTEST:

Elora Riera, MMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

This Resolution has been filed
in the Office of the Village Clerk
this 15th day of December, 2021.

Elora Riera, MMC
Village Clerk

Exhibit "A"
LEGAL DESCRIPTION OF THE PROPERTY

Address: 1850-1875 79TH STREET CAUSEWAY, NORTH BAY VILLAGE
Folio Numbers: 23-3209-000-0250
23-3209-000-0251
23-3209-000-0253
23-3209-000-0260

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

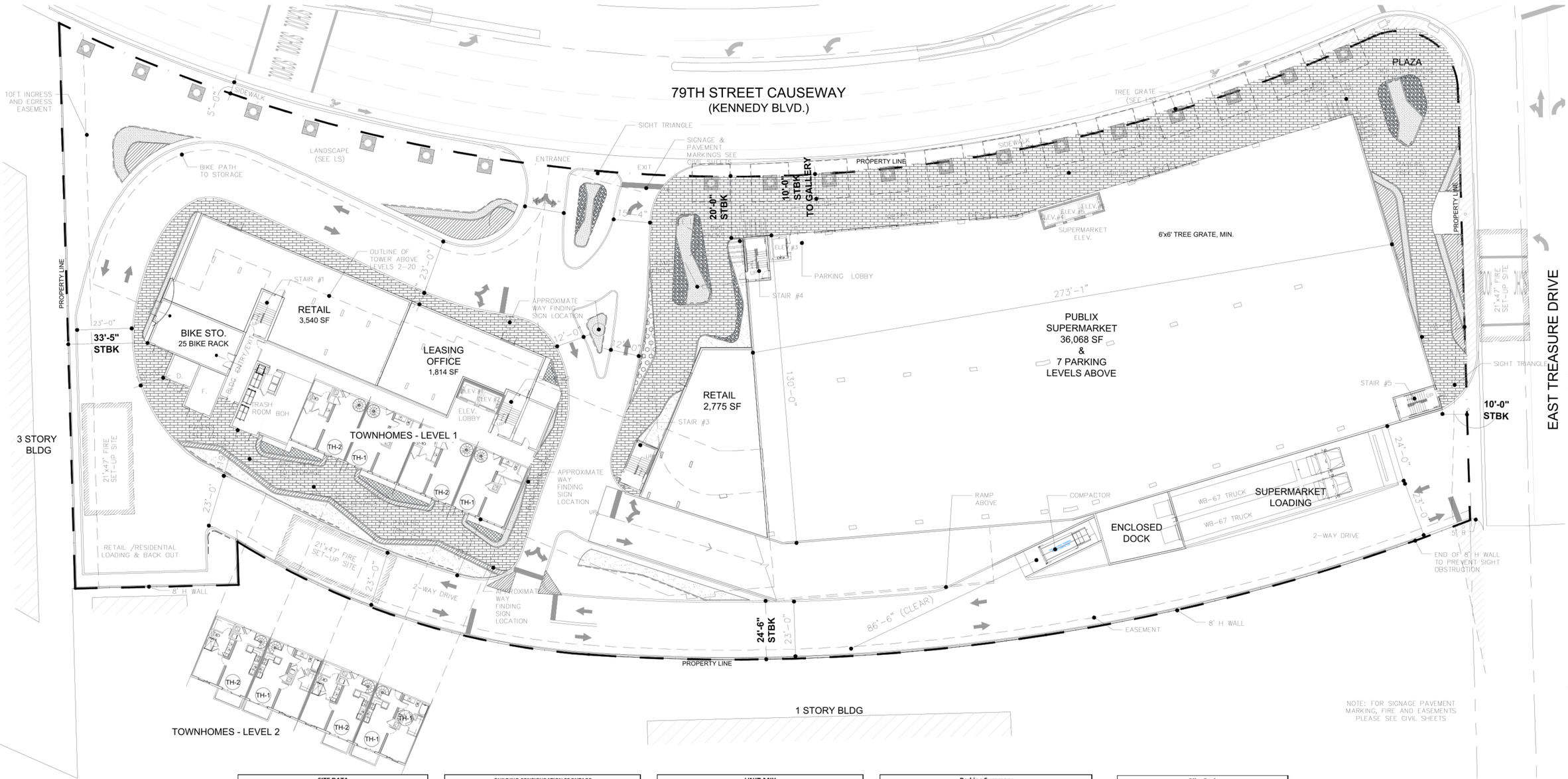
COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

Exhibit "B"
SITE PLAN AND SPECIAL AREA PLAN



SITE DATA			
Location:	North Bay Village, FL		
Zoning Designation:	T6-24		
Overlay District:	South Kennedy Overlay District		
Type of Use:	Mix Use Multi-Family Housing		
BUILDING DISPOSITION	**Required**	**Provided**	
A. Lot Area	10,000 sf min.	2.798 acres	121,914 sf
B. Lot Width	100' min	576'-7"	
C. Lot Coverage	90% max / 109,723 sf	52,083 sf	42.72%
D. Frontage @ Front Setback			
79th Street Causeway	A gallery or arcade is required for at least 80% of the frontage of a commercial portion of a building that is within 20 feet of the front property line.	92%	
E. Open Space	10% min / 12,191 sf (Per T6-24)	33,269 sf	27.29%
F. Density	120 du's/ac. = **335 units**	**333 units**	119 du's/ac
BUILDING SETBACK			
A. North Setback			
Kennedy Blvd.	20'-0" min.	20'-0"	
B. East Setback	10'-0" min.	10'-0"	
C. South Setback	20'-0" min.	24'-6"	
D. West Setback	20'-0" min.	33'-5"	

BUILDING CONFIGURATION FRONTAGE				
A. Common Lawn	Prohibited	-		
B. Porch & Fence	Prohibited	-		
C. Terrace	Prohibited	-		
D. Forecourt	Allowed	-		
E. Stoop	Allowed	-		
F. Shopfront	Allowed	Yes		
G. Gallery	Allowed	Yes		
H. Arcade	Prohibited	-		
BUILDING HEIGHT				
Min. Height	2 stories			
Max. Height	220'	19 stories	205'-7"	

UNIT MIX					
Unit Type	**Area**	**Total # of units**		**%**	**NRSF**
1 BD					
A	600 sf	19	196	59%	11,400 sf
A1	672 sf	19			12,768 sf
A2	700 sf	146			102,200 sf
A3	601 sf	6			3,606 sf
A4	781 sf	6			4,686 sf
MU	360 sf	38	38	11%	13,680 sf
2BD					
B1	1,036 sf	57	94	28%	59,052 sf
B2	1,406 sf	28			39,368 sf
B3	1,020 sf	9			9,180 sf
TOWNHOMES					
TH1	1,344 sf	2	5	2%	2,688 sf
TH2	1,400 sf	3			4,200 sf
Grand Total		333 units		100%	262,828 sf
				Avg. Unit	789 sf/du

Parking Summary			
Required			
Type of parking	**# of DU's or SF.**	**Code Required**	**Total**
Residential	333 units	1. spaces/unit	333 spaces
Visitor	333 units	0.1 spaces/unit	34 spaces
Sub-Total			**367 spaces**
Retail/Super-market	42,480 sf	3 sp/1,000 sf	128 spaces
Shared Parking reduction = 120 sp/1.2 = 100 *Per Shared Parking Standards Table*			**20 spaces**
			108 spaces
Grand Total Required			**475 spaces**
* HC Parking: (501-1000-2% total) = 13 spaces required			
*10 E.V.S.E - Ready Spaces included in total			
Provided			
Designation		**Levels**	**Total**
Publix		Level 2	88 sp
		Level 3	91 sp
Sub-Total			**179 sp**
Visitor / Retail Parking		Level 4	56 sp
Resi. Parking			15 sp
Sub-Total			**71 sp**
Resi. Parking		Level 5-7	309 sp
		Level 8	107 sp
Total			**666 sp**
			2. sp/unit
*10 E.V.S.E - Ready Spaces included in total			
*14 ADA Spaces included in total			

Bike Rack		
Required:	1 sp/ 20 required spaces	24
Providing:		25

SITE PLAN - LEVEL 1

5 TOWNHOMES
9 SPACES

NORTH

SCALE: 1" = 20'

EAST TREASURE DRIVE

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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	BY

SHOMA NORTH BAY VILLAGE

FOR: SHOMA GROUP

LOCATED AT: NORTH BAY VILLAGE, FL

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1512
MIAMI, FLORIDA 33156
(305) 275-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

DRAWN	
DATE	04/29/2020
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE: SITE PLAN

SHEET NUMBER: SP-1

EXHIBIT "C"
DRAFT DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this_____ day of_____, 2021, by and between Shoma North Bay Village, LLC, a Florida limited liability company (the "Developer") and North Bay Village, Florida, a Florida municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located within the boundaries of the Village, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated “Commercial” on the Village's Comprehensive Plan Future Land Use Map and zoned T6-24 transect zone pursuant to the Village’s Land Development Regulations (as herein defined); and

WHEREAS, the Developer and the Village mutually desire that the Property be developed according to the site plan previously approved by Resolution No. 2021-46 on March 23, 2021, which provides for a mixed-use development project named “SHOMA Bay” consisting of 333 residential units, a 36,068 square foot supermarket, 6,315 square feet of retail space, 666 structured parking spaces, and other amenities (the "Project"); and

WHEREAS, the Developer and the Village desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15 and Chapter 15 of the Village’s Unified Land Development Code (the “ULDC”).

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developer and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

a. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S.

b. "Conceptual Site Plan" is that Development plan entitled “Shoma North Bay Village," prepared by MSA Architects, consisting of 31 sheets more fully described in Section 6 of this Agreement, as approved by the Village by Resolution No. 2021-46 on March 23, 2021, comprised of a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plans.

c. "Developer" means the person undertaking the development of the Property,

as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple homeowners of any individual lot or unit within the Development. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment. In any such assignment, the assignor Developer shall not be released from its obligations under this Agreement except by written release executed by the Village.

d. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

e. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

f. "Effective Date" is the latter of the date of execution of this Agreement by the Developer or the Village.

g. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.

h. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

i. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

j. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.

k. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over the Property, and grants development

permits for, land development.

l. "Project" means the development approved pursuant to the Project Approval.

m. "Project Approval" is defined in Section 5 of this Agreement.

n. "Property" is that certain 2.8-acre site, located at 1850–1872 Kennedy Causeway, as more particularly described in Exhibit "A" attached hereto.

o. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, and potable water.

p. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio service, or telecommunication service.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.13 and Chapter 15 of the ULDC.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of fifteen (15) years from the Effective Date (the "Term").

b. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (the "Expiration Date").

c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Developer to continue the development of the Project.

d. If the Project Approval (as defined below) expires as provided in Section 7.g of this Agreement, this Agreement shall automatically terminate.

5. Permitted Development Uses and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the Village has approved a Site Plan and Special Area Plan pursuant to Resolution No. 2021-46 on March 23, 2021, a copy of which is attached as Exhibit “B” as the binding development criteria for the Property (collectively, the "Project Approval"). In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive

Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations.

b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of minor modifications), and the applicable provisions of the Comprehensive Plan.

6. Project Approval.

a. The Project shall be in conformance with the following:

- Boundary Survey prepared by Pulice Land Surveyors, LLC, dated January 14, 2020; and

b. Plans prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, including the following pages:

- CS, dated October 30, 2020
- A-2.1–A-2.10, dated April 29, 2020;
- A-3.1–A-3.6, dated April 29, 2020;
- L1–L5, dated August 10, 2020, as revised on October 29, 2020 and November 10, 2020;
- C1–SS, dated August 17, 2020;
- C2–SS, dated August 17, 2020;
- SP1, dated April 29, 2020.

7. Conditions of Approval.

a. Density Bonus. The Developer shall set aside a maximum of seventeen (17) units, which is five percent (5%) of the total 333 proposed units approved, or, if a lesser unit count is constructed than approved, five percent (5%) of that lesser amount, for non-subsidized workforce housing. Rental rates for workforce housing units shall be calculated consistent with Section 15.2.1 of the ULDC based on the Village's prevailing formula at the time of rental.

b. Community Contribution Fee. The Developer shall pay 25% of the total applicable Community Contribution Fee, if any, within 90 days of approval date of the Site Plan by the Commission. The remaining balance, if any, shall be payable prior to or upon the issuance of the building permit. All Community Contribution Fees are nonrefundable. The Community Contribution Fee shall be reduced as set forth in Section 2 of Resolution No. 2021-010.

c. Workforce Housing. The Developer shall submit documentation demonstrating compliance with the provisions of Section 15.2.1., Workforce Housing Program Administration, of the Form-Based Code (Chapter 15). This will become the basis for a Workforce Housing Density Bonus Agreement, which the Developer will enter into with the Village, which

shall set forth the commitments and obligations of the Developer to ensure compliance with the applicable regulations.

d. Parking. A total of 475 spaces are required for the various uses. The Project includes 666 parking spaces that include 10 electric vehicle ready spaces, 14 ADA spaces, and 25 bicycle rack parking spaces as set forth on sheet SP-1 of the Project Approval plans

e. External Agency Approvals:

- The Developer shall submit verification from Miami-Dade County and FDOT that the proposed new development has been reviewed and approved for all access management consideration.
- As applicable, the Developer must receive, and submit to the Village, plan approvals from DERM, WASD, and the Miami-Dade County Fire Department, as well as the Tree Removal Permit.

f. The Developer shall provide documentation of compliance with the applicable Level of Service requirements.

g. The Project Approval shall be valid for two (2) years. No more than two (2) one-year renewals shall be granted, subject to approval by the Village Commission. Developer shall apply for and obtain a full master building permit within the timeframes set forth in this paragraph in order to avoid expiration of the Project Approval. If the Project Approval expires, this Agreement shall automatically terminate.

h. The Developer shall provide a unity of title or covenant in lieu of unity of title, in a form acceptable to the Village Attorney, for all parcels prior to the issuance of the Master Building Permit. The unity of title or covenant in lieu of unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Developer.

i. The Developer shall execute all documents deemed necessary by the Village with regard to the provision of Workforce Housing Units in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.

j. Before the initial rental of any workforce unit, the Developer shall record the required Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the Village, and shall submit the recorded document to the Village.

k. In coordination with Miami-Dade County and North Bay Village, the Developer shall conduct a pedestrian safety study after the Project is fully operational for at least six (6) months. This study will determine if a midblock crosswalk is warranted on East Treasure Drive based on pedestrian and traffic volumes. Miami-Dade County has ultimate authority over the approval, installation, and placement of a crosswalk. If it is determined that an additional, midblock crosswalk is not warranted, the Developer will work with the County and the Village on improving the existing crosswalks.

l. The Developer shall provide a minimum six-foot wall on the southern edge

of the Property abutting Treasure Island Elementary School ("TIES") in accordance with the Site Plan. In addition, the Developer shall landscape the northern perimeter of TIES in a manner consistent with the landscape improvements being performed by the Village at TIES. The Developer shall expand the western side of the northern sidewalk from 5 feet to a minimum of 8 feet-wide.

m. The Developer has proffered, and the Village has accepted, a condition to limit loading hours such that deliveries are done outside of TIES arrival and dismissal hours and peak AM/PM traffic hours. In addition, the Developer has proffered that a dockmaster shall be available to assist in parking/stationing of delivery vehicles.

n. The Developer shall collaborate with the Village to define the civic space to provide for a greener, more pedestrian-activated area, with more significant public art. The Developer shall, in coordination with the Village, select an artist to create public art displays to be located at the following three locations: 1) the northeastern plaza area of the Property, 2) the Florida Department of Transportation (FDOT) entry-median at the Village's eastern boundary on the 79th Street Causeway (the "Eastern Median"), and 3) the FDOT entry-median at the Village's western boundary on the 79th Street Causeway (the "Western Median"), (collectively, the three locations for public art installations shall be known as the "Public Art Locations"). The Developer and the Village shall jointly agree on the public art to be installed at the Public Art Locations. The Developer agrees to pay a minimum of $50,000 and up to $100,000 to the Village to be applied toward the actual costs for the commission of the public art for the Public Art Locations and the installation of the public art at the Eastern and Western Medians (the "Public Art Costs") as follows: i) On or before December 31, 2021, the Developer shall pay $50,000 to the Village to be applied toward the Public Art Costs; ii) At or before the time of issuance of the final building permit, the Developer shall pay up to an additional $50,000 to the Village for the Public Art Costs. The Developer shall bear the costs of and be responsible for the installation of the art located on the northeastern plaza area of the Property.

o. The Developer shall plant palms along the Kennedy Causeway frontage of the Property, of a species to be pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on Kennedy Causeway.

p. The Developer shall replace the existing bus shelter which is located on the public right-of-way, adjacent to the northeastern corner of the Property. The Village shall pay for the design of the new bus shelter and provide the design specifications and plans to the Developer, who will be responsible for paying up to $35,000 for the fabrication and installation of the new bus shelter. The Village will be responsible for overseeing the fabrication and installation of the new bus shelter.

q. The Developer shall add a beautified, safe pedestrian crosswalk to the central driveway between the two buildings to increase connectivity.

r. The Developer shall make reasonable good faith efforts and endeavor to qualify for additional green points on the retail and parking garage portions of the Project.

Material non-compliance with the foregoing shall be cause for the Village's termination of this Agreement.

8. Local Development Permits. The Developer may need to apply to the Village for certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

a. Subdivision plat and/or waiver of plat approvals, if applicable;

b. Water, sewer, paving and drainage, and other infrastructure permits;

c. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

d. Building permits;

e. Certificates of occupancy; and

f. Any other official action of the Village and/or Miami-Dade County, Florida, having the effect of permitting the development of the Property.

9. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval. Developer agrees to provide all subdivision, water, sewer, paving and drainage, and any other infrastructure improvements required to develop, serve, and maintain the Property consistent with the Project Approval.

10. Impact Fees. The impact fees that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "C." It is agreed and understood by the parties that no other impact fees other than those listed in Exhibit "C" will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Effective Date adopted by the Village shall be applied to the development of the Project during the Term. The Village and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

11. Reservation of Development Rights. For the Term, the Village hereby agrees

that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the Village provided in Section 10 of this Agreement.

The expiration of this Agreement, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended, provided a master building permit has been timely obtained prior to the expiration of the Project Approval pursuant to Section 7.g of this Agreement and is maintained in active status until certificates of use and occupancy are issued by the Village. Notwithstanding the foregoing, the Parties acknowledge that the failure of the Developer to timely obtain a master building permit, pursuant to Section 7.g of this Agreement, may result in the expiration of the site plan and the forfeiture of certain fees paid in furtherance of the Project Approval. Such expiration, without extension, will result in the termination of this Agreement.

12. Termination. In each event of Developer's material noncompliance with any of the terms set forth herein, in the code, or in the conditions of the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Developer shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Developer's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.

13. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

14. Governing Laws.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with

any litigation between the parties with respect to this Agreement.

b. This Agreement is effectuated pursuant solely to Sections 8.15 and Chapter 15 of the ULDC, and was not enacted, nor should be construed or interpreted, as a Development Agreement under the Florida Local Government Development Act pursuant to Sections 163.3220 through 163.3243, Florida Statutes (2020) (the "Act"), as the same may be amended from time to time. Rights and obligations provided or imposed by the Act shall not be applicable to the Developer or Village.

15. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL

With a copy to: Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

If to Developer at: SHOMA North Bay Village, LLC
Attn: Mr. Masoud Shoajaee
201 Sevilla Avenue, Suite 300
Coral Gables, FL 33134

With a copy to: Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

16. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given

its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

17. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

18. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.

19. Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The provisions of this section shall survive the termination of this Agreement.

20. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

In the presence of:

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

_____
Witness #1 Print Name: _____

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this _____ day of _____, 2021.

_____
Witness #2 Print Name: _____

Attest:

By: _____
Elora Riera, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this____ day of_____, 2021, by _____, as_____of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

DEVELOPER:

In the presence of:

SHOMA NORTH BAY VILLAGE, LLC, a Florida Limited Liability Company:

_____

Witness #1 Print Name: _____

_____

Print Name: _____

Title: _____

Dated this _____ day of _____, 2021.

_____

Witness #2 Print Name: _____

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this____ day of_____, 2021, by _____, as_____of Shoma North Bay Village, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

_____

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1850-1875 79TH STREET CAUSEWAY, NORTH BAY VILLAGE

Folio Numbers: 23-3209-000-0250
23-3209-000-0251
23-3209-000-0253
23-3209-000-0260

LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

RESOLUTION NO. 2021-46

EXHIBIT "C"

SHOMA NORTH BAY VILLAGE IMPACT FEES

IMPACT FEE CALCULATION - SHOMA NORTH BAY VILLAGE, LLC (1850-1875 79TH STREET CAUSEWAY)

Function	Per ERC[(1)] Fee	Residential units: 333	Retail Square Footage: 42,383	Office: 1,814 SF	Administrative Charge (%)	Administrative Charge ($)	Subtotal per Service ($)
Police - MF	$ 714.32	$ 237,869			7.50%	$ 17,840	$ 255,709
Police - Retail	$ 1,158.89		$ 49,117		7.50%	$ 3,684	$ 52,801
Police - Office	$ 464.56			$ 843	7.50%	$ 63.20	$ 906
Park Open Space Fee	$ 851.00	$ 283,383			7.50%	$ 21,254	$ 304,637
Park Improvement Fee	$ 1,041.00	$ 346,653			7.50%	$ 25,999	$ 372,652
Existing Wastewater Line Improvement *	$ 898.23	$ 598,221	$ 5,439		7.50%	$ 45,274	$ 648,934
Wastewater Line Replacement *	$ 1,295.53	$ 862,823	$ 7,844		7.50%	$ 65,300	$ 935,967
Water Impact Fee (by Meter Size) **		$ -			7.50%	$ -	$ -
Subtotals		**$ 2,328,949**	**$ 62,400**	**$ 843**		**$ 179,414**	
Total for Shoma Project^							**$ 2,571,605.60**

Based on North Bay Village Impact Fee Tables 2012-2036 (copy attached)

(1) Equivalent residential connection

* Apts equal 2 ERC's

** Number and size of meters must be provided by architect/engineer of record. Impact fees shall be as set forth in Section 51.11(D) of the Village Code and shall be calculated in accordance with the number and size of meters, once provided by Developer.

^Subject to addition of water impact fee once determined

Applicable Code Sections (in effect as of 9-23-21; copies attached)

Sec. 39.05 (Police)

Sec. 51.11 (Water)

Sec. 52.18 (Sewer)

Sec. 151.100 (Parks and Recreation)

North Bay Village Impact Fee Schedule, 2012-2036

Wastewater ERC Impact Fee for Improvements of Existing Line(s)				
Year	Impact Fee Per ERC	7.5% Admin Fee	Total	25% of Total*
2012	606.81	45.51	652.32	163.08
2013	631.08	47.33	678.41	169.60
2014	656.33	49.22	705.55	176.39
2015	682.58	51.19	733.77	183.44
2016	709.88	53.24	763.12	190.78
2017	738.28	55.37	793.65	198.41
2018	767.81	57.59	825.39	206.35
2019	798.52	59.89	858.41	214.60
2020	830.46	62.28	892.75	223.19
2021	863.68	64.78	928.46	232.11
2022	898.23	67.37	965.59	241.40
2023	934.16	70.06	1004.22	251.05
2024	971.52	72.86	1044.39	261.10
2025	1010.38	75.78	1086.16	271.54
2026	1050.80	78.81	1129.61	282.40
2027	1092.83	81.96	1174.79	293.70
2028	1136.54	85.24	1221.78	305.45
2029	1182.01	88.65	1270.66	317.66
2030	1229.29	92.20	1321.48	330.37
2031	1278.46	95.88	1374.34	343.59
2032	1329.60	99.72	1429.32	357.33
2033	1382.78	103.71	1486.49	371.62
2034	1438.09	107.86	1545.95	386.49
2035	1495.61	112.17	1607.79	401.95
2036	1555.44	116.66	1672.10	418.02
*25% due at time of plat approval				
Consult ERC Use Table to determine ultimate fees.				

Wastewater ERC Impact Fee for Replacement of Existing Line(s)				
Year	Impact Fee Per ERC	7.5% Admin Fee	Total	25% of Total*
2012	910.22	68.27	978.49	244.62
2013	946.63	71.00	1017.63	254.41
2014	984.49	73.84	1058.33	264.58
2015	1023.87	76.79	1100.66	275.17
2016	1064.83	79.86	1144.69	286.17
2017	1107.42	83.06	1190.48	297.62
2018	1151.72	86.38	1238.10	309.52
2019	1197.79	89.83	1287.62	321.91
2020	1245.70	93.43	1339.13	334.78
2021	1295.53	97.16	1392.69	348.17
2022	1347.35	101.05	1448.40	362.10
2023	1401.24	105.09	1506.34	376.58
2024	1457.29	109.30	1566.59	391.65
2025	1515.58	113.67	1629.25	407.31
2026	1576.21	118.22	1694.42	423.61
2027	1639.25	122.94	1762.20	440.55
2028	1704.82	127.86	1832.69	458.17
2029	1773.02	132.98	1905.99	476.50
2030	1843.94	138.30	1982.23	495.56
2031	1917.70	143.83	2061.52	515.38
2032	1994.40	149.58	2143.98	536.00
2033	2074.18	155.56	2229.74	557.44
2034	2157.15	161.79	2318.93	579.73
2035	2243.43	168.26	2411.69	602.92
2036	2333.17	174.99	2508.16	627.04
*25% due at time of plat approval				
Consult ERC Use Table to determine ultimate fees.				

Sewer Impact Fee Schedule of Equivalent Residential Connection Rates for Various Uses	
Type of Building Usage	Average Design Flow (in ERC's)
Apartments	2.00 ERC/unit
Assembly and banquet halls	1 ERC/4 seats
Bars and cocktail lounges	1 ERC/14 seats
Beauty shops	0.49 ERC/14 seats
Boats (live-aboard)	0.57 ERC/slip
Churches	1 ERC/117 seats
Coin Laundry	0.64 ERC/machine
Day school (student and staff)	1 ERC/35 persons
Duplex	5 ERC/unit
Gas station	1.29 ERC
Hotels and motels	2.00 ERC/room
Movie theaters and auditoriums	1 ERC/117 seats
Nursing homes	0.43 ERC/bed
Office building	1 ERC/3,500 square feet (1 ERC minimum)
Restaurants	1 ERC/7 seats
Fast food restaurants	1 ERC/10 seats
Take out restaurants	1 ERC/700 square feet (1 ERC minimum)
Single-family residence	2.50 ERC/unit
Shopping center	1 ERC/3,500 square feet
Stores (without kitchens)	1 ERC/7,000 square feet
Townhouses	2.49 ERC/unit

Warehouse	0.14 ERC + 1 ERC/35,000 square feet

Water - Impact Fees by Meter Size				
Meter Size (inches)	Water Impact Fee	7.5% Admin Fee	Total	25% of Total*
0.625	163.00	12.23	175.23	43.81
0.75	242.00	18.15	260.15	65.04
1	405.00	30.38	435.38	108.84
1.5	814.00	61.05	875.05	218.76
2	1302.00	97.65	1399.65	349.91
3	2604.00	195.30	2799.30	699.83
4	4069.00	305.18	4374.18	1093.54
6	8138.00	610.35	8748.35	2187.09
8	13020.00	976.50	13996.50	3499.13
*25% due at time of plat approval				

Parks and Recreation - Impact Fees						
District	Detached Single Family		Attached Single Family		Multi-Family & Hotel	
Fee Type	Park Open Space Fee	Park Improvement Per Unit Fee	Park Open Space Per Unit Fee	Park Improvement Per Unit Fee	Park Open Space Per Unit Fee	Park Improvement Per Unit Fee
Impact Fee	851.00	1041.00	721.00	903.00	851.00	1041.00
7.5% Admin Fee	63.83	78.08	54.08	67.73	63.83	78.08
Total	914.83	1119.08	775.08	970.73	914.83	1119.08

Police - Detached Single-Family Per Unit Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	570.00	42.75	612.75	153.19
2009	592.80	44.46	637.26	159.32
2010	616.51	46.24	662.75	165.69
2011	641.17	48.09	689.26	172.32
2012	666.82	50.01	716.83	179.21
2013	693.49	52.01	745.50	186.38
2014	721.23	54.09	775.32	193.83
2015	750.08	56.26	806.34	201.58
2016	780.08	58.51	838.59	209.65
2017	811.29	60.85	872.13	218.03
2018	843.74	63.28	907.02	226.75
2019	877.49	65.81	943.30	235.83
2020	912.59	68.44	981.03	245.26
2021	949.09	71.18	1020.27	255.07
2022	987.06	74.03	1061.08	265.27
2023	1026.54	76.99	1103.53	275.88
2024	1067.60	80.07	1147.67	286.92
2025	1110.30	83.27	1193.58	298.39
2026	1154.72	86.60	1241.32	310.33
2027	1200.90	90.07	1290.97	322.74
2028	1248.94	93.67	1342.61	335.65
2029	1298.90	97.42	1396.32	349.08
2030	1350.85	101.31	1452.17	363.04
*25% due at time of plat approval				

Police - Multi-Family Per Unit Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	429.00	32.18	461.18	115.29
2009	446.16	33.46	479.62	119.91
2010	464.01	34.80	498.81	124.70
2011	482.57	36.19	518.76	129.69
2012	501.87	37.64	539.51	134.88
2013	521.94	39.15	561.09	140.27
2014	542.82	40.71	583.53	145.88
2015	564.53	42.34	606.87	151.72
2016	587.12	44.03	631.15	157.79
2017	610.60	45.80	656.40	164.10
2018	635.02	47.63	682.65	170.66
2019	660.43	49.53	709.96	177.49
2020	686.84	51.51	738.36	184.59
2021	714.32	53.57	767.89	191.97
2022	742.89	55.72	798.61	199.65
2023	772.60	57.95	830.55	207.64
2024	803.51	60.26	863.77	215.94
2025	835.65	62.67	898.32	224.58
2026	869.08	65.18	934.26	233.56
2027	903.84	67.79	971.63	242.91
2028	939.99	70.50	1010.49	252.62
2029	977.59	73.32	1050.91	262.73
2030	1016.70	76.25	1092.95	273.24
*25% due at time of plat approval				

Police - Hotel/Motel Per Unit Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	286.00	21.45	307.45	76.86
2009	297.44	22.31	319.75	79.94
2010	309.34	23.20	332.54	83.13
2011	321.71	24.13	345.84	86.46
2012	334.58	25.09	359.67	89.92
2013	347.96	26.10	374.06	93.51
2014	361.88	27.14	389.02	97.26
2015	376.36	28.23	404.58	101.15
2016	391.41	29.36	420.77	105.19
2017	407.07	30.53	437.60	109.40
2018	423.35	31.75	455.10	113.78
2019	440.28	33.02	473.31	118.33
2020	457.90	34.34	492.24	123.06
2021	476.21	35.72	511.93	127.98
2022	495.26	37.14	532.40	133.10
2023	515.07	38.63	553.70	138.43
2024	535.67	40.18	575.85	143.96
2025	557.10	41.78	598.88	149.72
2026	579.38	43.45	622.84	155.71
2027	602.56	45.19	647.75	161.94
2028	626.66	47.00	673.66	168.42
2029	651.73	48.88	700.61	175.15
2030	677.80	50.83	728.63	182.16
*25% due at time of plat approval				

Police - Retail/Commercial Per 1,000 Sq Ft Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	696.00	52.20	748.20	800.40
2009	723.84	54.29	778.13	832.42
2010	752.79	56.46	809.25	865.71
2011	782.91	58.72	841.62	900.34
2012	814.22	61.07	875.29	936.35
2013	846.79	63.51	910.30	973.81
2014	880.66	66.05	946.71	1012.76
2015	915.89	68.69	984.58	1053.27
2016	952.52	71.44	1023.96	1095.40
2017	990.63	74.30	1064.92	1139.22
2018	1030.25	77.27	1107.52	1184.79
2019	1071.46	80.36	1151.82	1232.18
2020	1114.32	83.57	1197.89	1281.47
2021	1158.89	86.92	1245.81	1332.72
2022	1205.25	90.39	1295.64	1386.03
2023	1253.46	94.01	1347.47	1441.48
2024	1303.59	97.77	1401.36	1499.13
2025	1355.74	101.68	1457.42	1559.10
2026	1409.97	105.75	1515.72	1621.46
2027	1466.37	109.98	1576.34	1686.32
2028	1525.02	114.38	1639.40	1753.77
2029	1586.02	118.95	1704.97	1823.93
2030	1649.46	123.71	1773.17	1896.88
*25% due at time of plat approval				

Police - Office/Institutional Per 1,000 Sq Ft Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	279.00	20.93	299.93	74.98
2009	290.16	21.76	311.92	77.98
2010	301.77	22.63	324.40	81.10
2011	313.84	23.54	337.37	84.34
2012	326.39	24.48	350.87	87.72
2013	339.45	25.46	364.90	91.23
2014	353.02	26.48	379.50	94.88
2015	367.14	27.54	394.68	98.67
2016	381.83	28.64	410.47	102.62
2017	397.10	29.78	426.89	106.72
2018	412.99	30.97	443.96	110.99
2019	429.51	32.21	461.72	115.43
2020	446.69	33.50	480.19	120.05
2021	464.56	34.84	499.40	124.85
2022	483.14	36.24	519.37	129.84
2023	502.46	37.68	540.15	135.04
2024	522.56	39.19	561.75	140.44
2025	543.46	40.76	584.22	146.06
2026	565.20	42.39	607.59	151.90
2027	587.81	44.09	631.90	157.97
2028	611.32	45.85	657.17	164.29
2029	635.78	47.68	683.46	170.86
2030	661.21	49.59	710.80	177.70
*25% due at time of plat approval				

Police - Industrial Per 1,000 Sq Ft Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	167.00	12.53	179.53	44.88
2009	173.68	13.03	186.71	46.68
2010	180.63	13.55	194.17	48.54
2011	187.85	14.09	201.94	50.49
2012	195.37	14.65	210.02	52.50
2013	203.18	15.24	218.42	54.60
2014	211.31	15.85	227.16	56.79
2015	219.76	16.48	236.24	59.06
2016	228.55	17.14	245.69	61.42
2017	237.69	17.83	255.52	63.88
2018	247.20	18.54	265.74	66.44
2019	257.09	19.28	276.37	69.09
2020	267.37	20.05	287.43	71.86
2021	278.07	20.86	298.92	74.73
2022	289.19	21.69	310.88	77.72
2023	300.76	22.56	323.31	80.83
2024	312.79	23.46	336.25	84.06
2025	325.30	24.40	349.70	87.42
2026	338.31	25.37	363.68	90.92
2027	351.84	26.39	378.23	94.56
2028	365.92	27.44	393.36	98.34
2029	380.55	28.54	409.10	102.27
2030	395.78	29.68	425.46	106.36
*25% due at time of plat approval				

Police - Warehouse Per 1,000 Sq Ft Use Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	105.00	7.88	112.88	28.22
2009	109.20	8.19	117.39	29.35
2010	113.57	8.52	122.09	30.52
2011	118.11	8.86	126.97	31.74
2012	122.84	9.21	132.05	33.01
2013	127.75	9.58	137.33	34.33
2014	132.86	9.96	142.82	35.71
2015	138.17	10.36	148.54	37.13
2016	143.70	10.78	154.48	38.62
2017	149.45	11.21	160.66	40.16
2018	155.43	11.66	167.08	41.77
2019	161.64	12.12	173.77	43.44
2020	168.11	12.61	180.72	45.18
2021	174.83	13.11	187.95	46.99
2022	181.83	13.64	195.46	48.87
2023	189.10	14.18	203.28	50.82
2024	196.66	14.75	211.41	52.85
2025	204.53	15.34	219.87	54.97
2026	212.71	15.95	228.66	57.17
2027	221.22	16.59	237.81	59.45
2028	230.07	17.26	247.32	61.83
2029	239.27	17.95	257.22	64.30
2030	248.84	18.66	267.50	66.88
*25% due at time of plat approval				

§ 39.05 Police impact fee imposition.

(A) The purpose of this section is to ensure that all new development bears its proportionate share of the infrastructure costs they impose on the community. The Village Commission declares that the goal of this section is the establishment of a uniform and consistent method of determining and allocating the cost for police facilities and equipment.

(B) Except as provided herein, any application for a building permit for development activity within an area served by the Village shall be subject to the imposition of a police impact fee in the manner and amount set forth in this article. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

(C) When a final subdivision plan is a condition of development, a portion of the impact fee, as provided herein, shall be imposed prior to the Village's approval of the final subdivision plat. At the time the Village Commission approves a plat, the owner/applicant shall pay to the Village 25 percent of the estimated police impact fees due to the Village. This amount shall be due 30 days after the Village Commission plat approval and shall be applied as a credit against the total amount of the impact fees due upon application for a building permit. The remaining fees shall be payable at the time each building permit is issued. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

Police impact fee formula. The police impact fee schedule shall be as follows:

Type of Building Usage	Impact Fee
Single-Family Detached	$570.00 per unit
Multi-Family	$429.00 per unit
Hotel/Motel	$286.00 per unit
Retail/Commercial	$696.00 per 1,000 sq. ft.
Office/Institutional	$279.00 per 1,000 sq. ft.
Industrial	$167.00 per 1,000 sq. ft.
Warehouse	$105.00 per 1,000 sq. ft.

(D) Adjustment formula and escalation provisions. The Village shall automatically adjust the charges set forth herein annually, effective January 1, 2009. Automatic escalations shall be four percent per year to cover the annual interest rate and increased operations and maintenance requirements.

(E) Collection of fees. Except as provided in subsection (B), the fee shall be paid to the Building Department prior to the issuance of a building permit for each unit. All monies shall be deposited in the Village's Police Improvement Trust Fund and used solely for the purposes specified herein.

(F) Exemptions. The following exemptions from the required fees shall be permitted:

(1) Alterations of an existing building, which will not result in an increase in the number of residential units.

(2) The replacement of a building or structure, which exists at the time of passage of this section, with a new building or structure with the same number of units.

Any claim of exemption must be made no later than the time that the applicable impact fee is due. Any claim not so made shall be deemed waived.

(3) Except as provided in subsection (C), credit against impact fees otherwise due will not be provided until the construction is completed and accepted by the Village in accordance with Village Standards.

Any claim for credit must be made no later than the time that the applicable impact fee is due (at the time of issuance of a building permit or development order). Any claim not so made shall be deemed waived. Credits shall not be transferable from one project or development to another. Credits shall not be transferable from one component of the police impact fee to another component of the impact fee.

Determinations made by the Village Manager or his designee pursuant to the credit provisions of this section may be appealed to the Village Commission by filing a written request with the Village Manager within ten days of the Village Manager's determination.

(G) Refunds. Any funds not expended or encumbered by the calendar quarter immediately following ten years from the date the impact fee was paid, may, upon application of the then current owner, be refunded to such owner, provided that the owner submits an application for a refund to the Village 60 days from the expiration of the ten-year period.

(H) In addition to the police impact fees as set forth above, each fee payer shall pay to the Village a non-refundable general administrative charge in the amount of seven and one-half percent of the fees for the processing of all materials relating to improvements to police facilities and equipment.

(I) Transition. Any building under construction at the time of the adoption of the revisions to this ordinance, which has not paid impact fees as provided in this revised ordinance shall pay the difference between the amount already paid and the amount which would be due under this revised ordinance prior to the issuance of a final Certificate of Occupancy.

(Ord. No. 2015-008, § 2, 5-15-15)

§ 51.11 Water impact fee imposition.

(A) The purpose of this section is to ensure that all new development bears its proportionate share of the cost of the impacts and demands of new residential development, and to require future residential growth contribute its fair share to the cost of additions and improvements to the Village's water system in amounts reasonably anticipated to offset the impacts and demands generated by such growth.

(B) Except as provided otherwise herein, any application for a building permit for development activity within an area served by the Village shall be subject to the imposition of a water impact fee in the manner and amount set forth in this article. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

(C) When a final subdivision plan is a condition of development, a portion of the impact fee, as provided herein, shall be imposed prior to the Village's approval of the final subdivision plat. At the time the Village Commission approves a plat, the owner/applicant shall pay to the Village 25 percent of the estimated water impact fees due to the Village. This amount shall be due 30 days after the Village Commission plat approval and shall be applied as a credit against the total amount of the impact fees due upon application for a building permit. The remaining fees shall be payable at the time each building permit is issued. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

(D) A one-time water impact fee shall be imposed upon all new connections to the water utility system. Such water impact fee shall be based on the size of the water meter serving such premises as set forth in the following table:

Meter Size (Inches)	Water Impact Fee
⅝	$163.00
¾	242.00
1	405.00
1-½	814.00
2	1,302.00
3	2,604.00
4	4,069.00
6	8,138.00
8	13,020.00

(E) Collection of fees. Except as provided in subsection (C), the water impact fee shall be due and payable prior to the issuance of a building permit by the Village authorizing the initiation of construction for such development in the manner and amount set forth in this ordinance. The fee shall be paid to the Building Department, and all monies shall be deposited in the Village's Water Improvement Trust Fund and used solely for the purposes specified herein.

(F) Exemptions. The following exemptions from the required fees shall be permitted:

(1) Alterations of an existing building, which will not result in new connection to the Village's water utility system.

(2) The replacement of a building or structure, which exists at the time of passage of this section, with a new building or structure of the same size, which will not require new connection to the Village's water utility system.

Any claim of exemption must be made no later than the time that the applicable impact fee is due. Any claim not so made shall be deemed waived.

(G) Refunds. Any funds not expended or encumbered by the calendar quarter immediately following ten years from the date the impact fee was paid, may, upon application of the then current owner, be refunded to such owner, provided that the owner submits an application for a refund to the Village 60 days from the expiration of the ten-year period.

(H) In addition to the water impact fees as set forth above, each fee payer shall pay to the Village a non-refundable general administrative charge in the amount of seven and one-half percent of the fees for the processing of all materials relating to improvements to the water system.

(I) Transition. Any building under construction at the time of the adoption of the revisions to this ordinance, which has not paid impact fees as provided in this revised ordinance shall pay the difference between the amount already paid and the amount which would be due under this revised ordinance prior to the issuance of a final Certificate of Occupancy.

(Ord. No. 2006-13, § 1, 8-17-06)

§ 52.18 Sewer impact fee imposition.

(A) The purpose of this section is to ensure that all new development bears its proportionate share of the cost of upgrading existing sewer facilities. The Village Commission declares that the goal of this section is the establishment of a uniform and consistent method of determining and allocating the cost of upgrading existing sewer facilities.

(B) Except as provided herein, any application for a building permit for development activity within an area served by the Village shall be subject to the imposition of a sewer impact fee in the manner and amount set forth in this article. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

(C) When a final subdivision plan is a condition of development, a portion of the impact fee, as provided herein, shall be imposed prior to the Village's approval of the final subdivision plat. At the time the Village Commission approves a plat, the owner/applicant shall pay to the Village 25 percent of the estimated sewer impact fees due to the Village required for the total number of ERCs (equivalent residential connections) allocated to the plat. This amount shall be due 30 days after the Village Commission plat approval and shall be applied as a credit against the total amount of the impact fees due upon application for a building permit. The remaining fees shall be payable at the time each building permit is issued. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

(D) Equivalent residential connection. As a basis of providing a uniform and consistent method of distributing costs to developers within the service area, the Village hereby establishes equivalent residential connections, hereinafter referred to as an ERC as the appropriate common denominator, as follows:

(1) The generation of an average daily flow of 350 gallons of wastewater flow per day constitutes one wastewater ERC.

(2) For residential and nonresidential uses, ERCs shall be defined according to building usage as follows:

Schedule of Daily Rated Gallonage for Various Uses

Type of Building Usage	Average Design Flow (in ERCs)
Apartments	2.00 ERC/unit
Assembly and banquet halls	1 ERC/4 seats
Bars and cocktail lounges	1 ERC/14 seats
Beauty shops	0.49 ERC/14 seats
Boats (live-aboard)	0.57 ERC/slip
Churches	1 ERC/117 seats
Coin Laundry	0.64 ERC/machine
Day school (student and staff)	1 ERC/35 persons
Duplex	5 ERC/unit
Gas station	1.29 ERC
Hotels and motels	2.00 ERC/room
Movie theaters and auditoriums	1 ERC/117 seats
Nursing homes	0.43 ERC/bed
Office building	1 ERC/3,500 square feet (1 ERC minimum)
Restaurants	1 ERC/7 seats
Fast food restaurants	1 ERC/10 seats
Take out restaurants	1 ERC/700 square feet (1 ERC minimum)
Single-family residence	2.50 ERC/unit
Shopping center	1 ERC/3,500 square feet

Stores (without kitchens)	1 ERC/7,000 square feet
Townhouses	2.49 ERC/unit
Warehouse	0.14 ERC + 1 ERC/35,000 square feet

Note: Condominiums shall be rated in accordance with their type (apartment, townhouse, etc.)

(E) The ERCs shall be determined by Village staff in the platting process, or prior to the issuance of a building permit, if platting is not required or a plat has already been recorded for developer's property, and shall be used to establish the sewer impact fee as [set] forth herein.

(F) Sewer impact fee formula. The sewer impact fee schedule shall be as follows: Wastewater collection system hydraulic share of off-site facilities: $606.81 per ERC to be allocated to improvements to the existing wastewater line and $910.22 to replacement of the existing wastewater line with a new line.

Editor's note(s)—The above rates are effective for FY 2012-2013, and were amended at the request of the Village.

(G) Adjustment formula and escalation provisions. The Village shall automatically adjust the charges set forth herein annually, effective January 1, 2007. Automatic escalations shall be four percent per year to cover the annual interest rate and increased operations and maintenance requirements.

(H) Collection of fees. Except as provided in subsection (B), the fee shall be paid to the Building Department prior to the issuance of a building permit for each unit. All monies shall be deposited in the Village's Sewer Improvement Trust Fund and used solely for the purposes specified herein.

(I) Exemptions. The following exemptions from the required fees shall be permitted:

(1) Alterations of an existing building which will not result in an increase in the ERC assessment, and where the use is not changed.

(2) The replacement of a building or structure, which exists at the time of passage of this section, with a new building or structure of the same size and which will not result in an increase in the ERC assessment, and where the use is not changed.

Any claim of exemption must be made no later than the time that the applicable impact fee is due. Any claim not so made shall be deemed waived.

(J) Credits. Off-site sewer capital improvements constructed by a developer may be accepted by the Village at its sole discretion in lieu of total or partial payment of the impact fees attributed to sewer off-site facilities in accordance with the state. The Village recognizes instances in which a developer may be required to advance or cause to be constructed the share applicable to other undeveloped property in order that off-site facilities may be constructed to serve the developer's property in accordance with the Village's Master Plan. If the Village Manager determines a credit to be appropriate it shall be determined and provided in the following manner:

(1) Developers of sewer facilities improvements shall submit acceptable engineering drawings and specifications, and construction cost estimates to the Public Works/Utilities Director. The Public Works/Utilities Director and/or the Village Consulting Engineer, shall determine preliminary credit for construction. Upon completion of construction, the applicant's engineer shall submit a certification of the actual off-site facilities costs to the Village. In no event shall the Village grant a credit in an amount greater than the total construction costs of such off-site improvements. Based on the approved, certified construction costs, the Village shall then provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the sewer facilities impact fee component(s) to which the credit will apply, the reason for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his agreement to the terms of the letter or

certificate and return such signed document to the Village Manager before credit will be given. The failure of the applicant to sign, date and return such document within 60 days shall nullify the credit. The credit shall apply to future sewer impact fees based on the fee structure in place at the time a building permit is issued for each unit that is subject to a credit.

(2) Except as provided in subsection (C), credit against impact fees otherwise due will not be provided until the construction is completed and accepted by the Village in accordance with Village Standards.

(3) Credit may be provided before completion of specified sewer facilities improvements if adequate assurances are given by the applicant that the standards set out in subsection (1) will be met and if the applicant posts security as provided below for the costs of such construction. Security in the form of cash (25 percent minimum), a performance bond or irrevocable letter of credit shall be posted with and approved by the Village Manager in an amount determined by the Public Works/Utilities Director. If the sewer facilities construction project will not be constructed within one year of the acceptance of the offer by the Village, the amount of the security shall be increased by ten percent compounded for each year of the life of the security. The water and sewer facilities construction project shall be completed within five years of the date of the credit offer or the offer shall be null and void.

Any claim for credit must be made no later than the time that the applicable impact fee is due (at the time of issuance of a building permit or development order). Any claim not so made shall be deemed waived. Credits shall not be transferable from one project or development to another. Credits shall not be transferable from one component of the water and sewer facilities impact fee to another component of the impact fee.

Determinations made by the Village Manager or his designee pursuant to the credit provisions of this section may be appealed to the Village Commission by filing a written request with the Village Manager within ten days of the Village Manager's determination.

(K) Refunds. Any funds not expended or encumbered by the calendar quarter immediately following ten years from the date the impact fee was paid, may, upon application of the then current owner, be refunded to such owner, provided that the owner submits an application for a refund to the Village 60 days from the expiration of the ten-year period.

(L) In addition to the sewer impact fees as set forth above, each fee payer shall pay to the Village a non-refundable general administrative charge in the amount of seven and one-half percent of the fees for the processing of all materials relating to improvements to the sewer system.

(M) Transition. Any building under construction at the time of the adoption of the revisions to this ordinance, which has not paid impact fees as provided in this revised ordinance shall pay the difference between the amount already paid and the amount which would be due under this revised ordinance prior to the issuance of a final Certificate of Occupancy.

(Ord. No. 96-03, § 1, 3-26-96; Ord. No. 2006-12, § 1, 8-17-06)

§ 151.100 Parks and recreation impact fees.

(A) *Definitions.* In construing the provisions hereof and each and every word, term, phrase or part hereof where the context will permit, the following definitions will apply:

Applicant means any person who applies for a building permit or submits a plat or waiver of plat.

Building means any structure having a roof entirely separated from any other structure by a space or by wall in which there are not communicating doors or windows or any similar opening and erected for the purpose of providing support or shelter for persons, animals, things or property of any kind.

Building permit means an official document or certificate issued by the Village Building Department authorizing the construction, siting, or change of use of any building. For purposes of this ordinance, the term "building permit" shall also include tie-down permits for those structures of [or] buildings, such as mobile homes, that do not require a building permit in order to be occupied.

Capital Outlay Impact Fund shall mean the fund created by Section (G) hereof.

Comprehensive Development Master Plan (CDMP) means the comprehensive plan of Dade County adopted and amended pursuant to the Local Government Comprehensive Planning and Land Development Regulations Act, F.S. § 163.316.

Credit means the present value of past provisions made by new developments for the cost of existing or future capital improvements.

Development activity, development or activity means any activity for which a building permit is required pursuant to the South Florida Building Code or any applicable Village Ordinance.

Encumbered means monies committed by contract or purchase order in a manner that obligate North Bay Village to expend the funded amount upon delivery of goods, the rendering of services or the conveyance of real property provided by a vendor, supplier, contractor or owner.

Existing development means the lawful land use physically existing as of the effective date of this ordinance and any development or additional development for which the landowner holds a valid building permit as of the effective date of this ordinance. Existing development shall also include that maximum level of development activity for which a previous impact fee was paid under the provisions of this ordinance.

Feepayer means the proportionate fair share charge required to be paid in accordance with this ordinance.

Improvement means any physical improvement related to property, construction costs or facility, or acquisition of capital equipment with respect to the impact of development.

Person, for the purpose of this ordinance, means individuals, partnerships, trust, corporations, and all other legal entities authorized by the law of Florida to own and develop real property.

Unit or unit of development means a residential structure which is a quantifiable increment of development activity, e.g., a single-family home, or a residential module, e.g., each condominium or hotel apartment unit within a complex or building.

Village Manager shall mean the Village Manager of North Bay Village, Florida.

(B) *Impact fees in general.*

(1) Any application for building permit for residential development activity with the corporate limits of North Bay Village shall be subject to the assessment of a parks and recreation impact fee in the manner and amount set forth in this ordinance. No such building permit shall be issued by the Village until the applicant has paid the assessed impact fee as calculated pursuant to this ordinance.

(2) Notwithstanding payment of the impact fees pursuant to this ordinance, other state, county and Village development regulations may limit the issuance of building permits for development activity.

(3) Under circumstances where the park and recreational facility may be constructed upon and physically located upon the land to be developed, the Village Commission in its sole and exclusive discretion may require such construction as an alternative to payment of all or such portions of the impact fee as is required to pay for such construction. Any assessed impact fee in excess of cost of construction shall continue to be due and payable in accordance with this chapter.

(4) In the event impact fees are paid prior to, or, concurrently with, the issuance of a building permit and subsequently, the building permit is amended, the applicant shall pay the impact fee in effect at the time the amended building permit is issued with credit being given for the previous fees paid.

(5) In the case of change of use, redevelopment, or expansion or modifications of an existing use on a site which requires the issuance of a building permit, the development activity shall be based upon the net increase in the development activity for the new use as compared to the most intense previous use.

(6) If a building permit expires or is canceled without development commencing, then the impact feepayer shall be entitled to a refund, without interest, of the impact fee paid except that the Village shall retain an administrative charge of seven and one-half percent of the fee to offset a portion of the costs of collection and refund. The feepayer shall submit an application for such a refund to the Village Manager or his designee within 30 days of the expiration of the order or permit, or thereafter be deemed to waive any right to a refund.

(7) Any funds not expended or encumbered by the end of the calendar quarter immediately following ten years from the date of payment of the impact fees shall, upon application of the then current landowner, be returned to such landowner, without interest, provided that the land owner submits an application for a refund to the Village Manager or designee within 180 days of the expiration of the ten-year period. Any claim not so timely made shall be deemed waived.

(8) Funds shall be deemed expended for the purposes of this ordinance when a contract or agreement encumbering all or a portion of the payment of said funds shall be approved by final Village action.

(C) *Impact fee schedule.* Any person requesting a building permit for residential development activity shall pay all necessary the impact fees outlined as follows:

IMPACT FEE SCHEDULE

District Single Family Detached			Single Family Attached		Multi-Family — Including Condominium & Hotel Apartment	
	Park Open Space	Park Improvement Fee/Unit	Park Open Space Fee/Unit	Park Improvement Fee/Unit	Park Open Space Fee/Unit	Park Improvement Fee/Unit
North Bay Village	$851.00	$1,041.00	$721.00	$903.00	$851.00	$1,041.00

In addition to the open space fee and local park improvement fee as set forth above, each feepayer shall pay to the Village a non-refundable general administrative charge in the amount of seven and one-half percent of the fees for the processing of all materials relating to improvements at a local park.

(D) *Exemptions.* The following development or activity is exempt from the requirement to pay the impact fee prescribed herein:

(1) Alteration, expansion or replacement of existing dwelling units where no additional dwelling units are created.

(2) The construction of accessory buildings or structures which will not create additional dwelling units.

(3) The replacement of a dwelling unit(s) which replacement meets the requirements of the South Florida Building Code § 104.3 (Partial Destruction), provided, however, if the replacement is completed subsequent to five years from its original destruction, including partial destruction, then, and in the event, the impact fee due here under is not waived and shall be due and payable to the Village as set forth herein above.

(4) All development activity permitted by an existing development of regional impact order adopted pursuant to F.S. Ch. 380, and approved prior to the effective date of this ordinance shall be exempt.

(5) Any exemption must be claimed by the feepayer at the time of the application for building permit and prior to paying the impact fee. Any exemption not so claimed shall be deemed to have been waived by the feepayer.

(E) *Expenditures.*

(1) Expenditures from the impact fee, including any accrued interest, shall include, but not be limited to:

(a) Planning, design, and construction plan preparation;

(b) Permitting and fees;

(c) Purchase of land for additional parks and recreational facilities, and material acquisition, including any costs of acquisition or condemnation;

(d) Financing of park acquisition, expansion or improvements;

(e) Design and construction of new drainage facilities required;

(f) Landscaping and site preparation, including demucking, filling to flood criteria and compaction;

(g) Construction management and inspection;

(h) Surveying, soils and materials testing and removal of hazardous and solid waste materials;

(i) Acquisition of capital equipment for parks;

(j) Repayment of any monies transferred or borrowed form any budgetary fund of the Village subsequent to the effective date of this ordinance, which were used to fund any of the growth-necessitated Improvements as herein provided. Any funds that are borrowed shall be spent only to mitigate the impact of new development.

(F) *Establishment of fund.* Impact fees collected pursuant to this ordinance shall be accounted for in a capital outlay impact fee fund to be established and maintained by the Village.

(G) *Appeals of administrative decision.* A decision of the Village Manager may be appealed by the feepayer to the Village Commission. If a feepayer wishes to appeal, he/she shall first file a notice of appeal within 30 days after the earlier of;

(1) Issuance of a written decision by the Village Manager, or

(2) Acceptance of payment by the Village's Building Department of the parks impact fee.

(3) The feepayer shall, when filing an appeal, submit a letter which provides a full explanation of the request, the reasons for the appeal, and all supporting documentation.

(H) *Transition.* Any building under construction at the time of the adoption of the revisions to this ordinance, which has not paid impact fees as provided in this revised ordinance shall pay the difference between the amount already paid and the amount which would be due under this revised ordinance prior to the issuance of a final Certificate of Occupancy.

(Ord. No. 04-09, § 1, 5-11-04; Ord. No. 2006-11, § 1, 8-27-06)

EXHIBIT "D"
DRAFT RELEASE OF PARKING COVENANT

Instrument prepared by:

Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, Florida 33131

Gary M. Carman, Esq.
GrayRobinson, PA
333 SE 2nd Avenue, Suite 3200
Miami, Florida 33131

Folio No: 23-3209-041-0001

AMENDED AND RESTATED STIPULATION AGREEMENT AND RELEASE OF COVENANT RUNNING WITH THE LAND

This Amended and Restated Stipulation Agreement and Release of Covenant Running with the Land (this "Agreement") is entered into between North Bay Village, a Florida municipal corporation, (the "Village"), with a mailing address of 1666 Kennedy Causeway, 3rd Floor, North Bay Village, Florida 33141, and Grandview Palace Condominium Association, ("GVP"), with a mailing address of 7601 East Treasure Drive, North Bay Village, Florida 33176. The Village and GVP are collectively referred to herein as "the Parties."

RECITALS

WHEREAS, GVP owns the common areas of the Grandview Palace project (the "Project") consists of the real property and improvements located at 7601 East Treasure Drive North Bay Village, Florida (the "Property"), which is described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, development of the Property was authorized in 1982 and, as of 1992, was partially served for parking purposes by a property south (the "South Property") of the Property owned by the then-owner of the Property; and

WHEREAS, on July 24, 1992, the Circuit Court of Miami-Dade County, Florida, entered a Final Judgment of Foreclosure of the South Property in the matter of *Robert Gordon vs. Tibor Hollo, et al*. (Miami-Dade Case No.: 90-10330-CA-01) (the "Gordon Litigation"), which is recorded in Official Records Book 15616 at Page 4219, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Gordon Litigation resulted in the foreclosure of a mortgage on the South Property, creating an issue as to the adequacy of the availability of motor vehicle parking for the Project; and

WHEREAS, on December 28, 1992, the Village, the Bank of New York, and Flamingo Holding Partnership ("FHP") entered into a Stipulation (the "Stipulation") in the Gordon Litigation for the purpose of addressing and resolving motor vehicle parking issues between the Village and FHP, which Stipulation was approved by the Circuit Court on January 14, 1993 and recorded in Official Records Book 15785 at Page 1512, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, subsequent to the entry of the Stipulation, on September 8, 1995, First Equitable Realty, III, Ltd., as the successor in interest in title to FHP, joined by Home Savings Bank, F.S.B., recorded a Covenant Running with the Land, which is recorded in Official Records Book 16914 at Page 870 (the "Covenant"), of the Public Records of Miami-Dade County, Florida, the purpose of which was to provide for off-site parking to serve the Project; and

WHEREAS, in light of the passage of time, the adoption of a new zoning code for a portion of the Village ("NBV100"), and the long term continued operation and maintenance of the Project as a mixed use condominium project, the off-site parking is no longer necessary to serve the Project and

WHEREAS, it is the intent and purpose of the Parties to modify the Stipulation to provide for updated parking requirements for the Project consistent with current Village parking requirements applicable to the T6 transect zone and release the Covenant; and

WHEREAS, the release of Covenant has been approved by the Village Commission pursuant to Resolution No. 2021-46 adopted on March 23, 2021.

NOW, THEREFORE, in reliance upon the recitals stated above, and in consideration of the mutual covenants, conditions, and agreements contained herein, the exhibits attached hereto, and the other conditions and covenants contained herein, each Party hereto, on its own behalf, and on behalf of the entities specifically noted or referred to herein, intend to be legally bound, stipulate and agree as follows:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Pursuant to the provisions of NBV100, the Project has a minimum required parking of 653 parking spaces, as determined by the Village, through its Village Planner, Silvia E. Vargas, FAICP, of Calvin, Giordano & Associates, Inc., in her official interpretation of the Village's Unified Land Development Code (the "ULDC"), attached as **Exhibit B** ("Parking Interpretation"). The Village issued this Parking Interpretation pursuant to Section 4.3 of the ULDC upon application of counsel for GVP, Mr. Gary Carman, which was based upon the Development Program detailed in the March 4, 2021 Grandview Palace Parking Analysis conducted by David Plummer and Associates which is attached as **Exhibit C.**
3. The Parties agree that the Project's onsite parking which is currently 982 parking spaces exceeds the required minimum number of parking spaces of 653 parking spaces and offsite parking is no longer necessary or required so long as the approved number of on-

site parking spaces (982 parking spaces) is maintained. Accordingly, the Parties agree and consent to the release of that certain Covenant Running with the Land dated August 18, 1995 and recorded in Official Records Book 16914, Page 870 of the Public Records of Miami-Dade County, Florida.

4. Pursuant to the Parking Interpretation, the minimum parking requirement of 653 parking spaces shall serve as the existing required parking for the Project pursuant to NBV100 and the existing 982 parking spaces shall serve as the approved parking provided. Any future applications for building permits, minor development, or major development for the Project that seek development entitlements in excess of the existing development program will be required to comply with the minimum parking requirements of NBV100, as amended. Any newly created parking spaces, over the 982 parking spaces which currently exist at the Project, as well as requirements for additional loading berths and driving aisles, as well as required fire lanes, and ADA-compliant handicapped parking spaces and bicycle parking will be required to comply with any dimensional and technical requirements in the ULDC and North Bay Village Code of Ordinances.
5. The Parties agree that, except for performance of the mutual covenants set forth in this Agreement, each party releases the other of and from all known claims, actions, rights of action, causes, demands or accountings that each has against the other with regards to the Project's parking requirement as determined by the Parking Interpretation. Said release shall be binding upon the parties, their successors and assigns.
6. Except as otherwise specifically set forth or modified herein, all terms in the Stipulation are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

7. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into the Agreement on behalf of the party for whom he or she purports to sign.

8. Effective Date. The Effective Date of this Agreement shall be as of the last day on which the last party executes this Agreement.

[This Space Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below their signatures.

Witnesses:

_____
Print: _____

_____
Print: _____

NORTH BAY VILLAGE

By: _____
Print Name: _____
Title: Village Manager

Approved as to form and legal sufficiency:

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

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me __ virtually or __ in person this ____ day of _____, 2021 by _____, as Village Manager of North Bay Village, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission Expires:

NOTARY:

Print Name: _____

Notary Public, State of Florida at Large

(Notarial Seal)

Witnesses:

GRANDVIEW PALACE CONDOMINIUM ASSOCIATION

_____
Print: _____

By: _____
Print Name: _____
Title: _____

_____
Print: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me __ virtually or __ in person this ____ day of _____, 2021 by _____, as _____ of Grandview Palace Condominium Association, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission Expires:

NOTARY:

Print Name: _____

Notary Public, State of Florida at Large

(Notarial Seal)

EXHIBIT A

Tract A, Block 8, First Addition of Treasure Island, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less a portion off of the northerly elevation of the subject property acquired by Dade County for the widening of the North Bay Causeway said portion being more particularly described as follows:

Begin at a point on West line of and 355.42 feet North 02° 25'14 West of the Southwest corner of said Tract "A"; thence run North 63° 43' 21" East, a distance of 225.67 feet of the northeasterly line of said Tract "A"; thence North 47° 53' 36" West along the Northeasterly line of said Tract "A" a distance of 75.83 feet to the Right of Way line for the 79th Street Causeway Section 87080-2506 State Road 828; thence South 42° 26; 03" West on said south Right of Way line a distance of 42.47 feet to the beginning of a curve to the right; thence Southwesterly on said curve having a central angle of 83° 38' 25" and a radius of 650.68 feet an arc distance of 142.63 feet through an angle of 12° 33' 49" to a point of reverse curve and the beginning of a radial return concave to the Southeast; thence Southeasterly on said radial return having a central angle of 57° 25' 06" and a radius of 25 feet an arc distance of 25.05 feet to the end of said radial return and a point on the West line of said Tract 'A"; thence South 02° 25' 14" East of said West line of said Tract "A" a distance of 3.95 feet to the POINT OF BEGINNING.

All of Lots 1 and 2, Block 8, FIRST ADDITION TO TREASURE ISLAND, Plat Book 53 at Page 65 of the Public Records of Dade County, Florida, less the following described lands:

Commence at the Southeast corner of Lot 2, Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53, at page 65 of the Public Records of Dade County, Florida; thence run North along the East Line of said Lot 2 for a distance of 69 feet to a point; thence run West along a line of 69 feet North of and parallel to the South Line of said Lot 2 for a distance of 136 feet to a point; thence run South along a line of 136 feet West of and parallel to the East line of said Lot 2 for a distance of 57 feet to a point; thence run West along a line 12 feet North of and parallel to the South line of said Lot 2 for a distance of 187.71 feet to a point on the West line of said Lot 2; thence run South along the West line of said Lot 2 for a distance of 12.17 feet to the Southwest corner of said Lot 2; thence run East along the South line of said Lot 2 for a distance of 325.69 feet to the point of beginning, all in Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53 at Page 65, of the Public Records of Date County, Florida.

EXHIBIT B

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

March 15, 2021

Grandview Palace Condominium Association, Inc.
c/o: Gary M. Carman
Gray-Robinson Attorneys at Law
333 SE 2nd Avenue, Suite 3200
Miami, Florida 33131

Re: Interpretation of the North Bay Village Unified Land Development Code (ULDC)

Mr. Carman:

The following is in response to your letter of request for an official interpretation of the ULDC, dated March 9, 2021, delivered via mail to my office on March 15, 2021. Your letter shall serve as a preapplication conference request per Section 4.3 (A) Village Code. Please note that the Village currently has not an established fee for preapplication conferences.

Your request is for a determination of the applicability of parking requirements contained in the recently adopted NBV100 Form-Based Code (FBC) to the mixed-use development known as Grandview Palace, located on a tract of land identified as Folio 23-3209-041-0001, with the physical address of 7601 East Treasure Drive, North Bay Village, FL 33141.

North Bay Village has reviewed the above referenced location relative to the applicability of current parking requirements only and has not reviewed or considered other aspects of zoning compliance of existing or proposed development or improvements related to the Grandview Palace property.

Therefore, the purpose of this letter is limited to confirming that, based on information available, it is the Village's interpretation that the provisions of Section 15.7.A. contained in Chapter 15, of the FBC, as adopted by North Bay Village on February 25, 2021 (specifically those provisions pertaining to parking required by use in the T6 transect zone) apply to the tract of land identified as Folio 23-3209-041-0001 and more particularly located at 7601 East Treasure Drive, North Bay Village, FL 33141.

Calculations according to the application of the referenced parking provisions result in a minimum requirement of 653 parking spaces, based on the building program described in the study titled "Grandview Palace Parking Analysis - #20105" (the "Parking Analysis") prepared by David Plummer & Associates for Mr. Masoud Shojaee and dated March 4, 2021, which was submitted to the Village electronically by Timothy J. Plummer, P.E. on March 8, 2021.

As detailed in the Parking Analysis, the number of existing spaces at Grandview Palace at this time exceeds the minimum required parking pursuant to this interpretation, therefore eliminating the necessity for off-site parking to meet the demands of the building program presented in the Parking Analysis.

The above interpretation shall not exempt Grandview Palace from complying with the minimum dimensional requirements for all parking spaces as well as for required loading berths and driving aisles; nor shall it relieve Grandview Palace from providing required fire-lanes, ADA-compliant handicapped parking spaces and bicycle parking.

This letter does not constitute representation of compliance with any other applicable zoning laws, regulations, and ordinances, nor does it in any way offer assurance related to the issuance of any present or future permits or other official documents.

Any and all deviations in the number or design of existing parking, including but not limited to those concerning modifications to approved plans and applications for building permits or business tax receipts that may involve or result in the expansion, conversion, intensification or densification of approved uses shall require review, verification and approval by North Bay Village.

Please contact the undersigned if you have any questions.

Sincerely,

Silvia E. Vargas, FAICP

C/O Calvin, Giordano & Associates, Inc.
10800 Biscayne Boulevard, Suite 950
Miami, FL 33161
786-485-5197
svargas@cgasolutions.com

EXHIBIT C

DAVID PLUMMER & ASSOCIATES
TRAFFIC ENGINEERING • CIVIL ENGINEERING • TRANSPORTATION PLANNING

1750 PONCE DE LEON BOULEVARD | CORAL GABLES, FLORIDA 33134
305•447•0900 | DPA@DPLUMMER.COM

March 4, 2021

Mr. Masoud Shojaee
Shoma Group
President
3470 NW 82nd Avenue, Suite 988
Doral, Florida 33122
(786) 437-8658
mshojaee@shomagroup.com

RE: Grandview Palace Parking Analysis - #20105

Dear Masoud,

We have completed a parking analysis for the Grandview Palace (GVP) project located at 7601 East Treasure Drive in North Bay Village, Florida. The purpose of this study is to determine the required number of parking spaces based on the Village's NBV100 Form-based Code The analysis was based on the development program shown in Exhibit 1.

Exhibit 1
Grandview Palace Development Program

Land Use	Size	
Retail	7,685	SF
Fine / Casual Restaurant	3,626	SF
Health Club	4,444	SF
Specialty Grocery	2,014	SF
Marina	117	Slips
General Office	5,239	SF
Multi-Family Residential		
1-Bedroom	15	DUs
2-Bedroom	479	DUs
3-Bedroom	12	DUs

dpa Since 1978

Background

A Grandview Palace legal stipulation dated December 28, 1992 required that 1,119 parking spaces be available for the project. One of the terms of the 1992 stipulation is that the surface parking lot located at 1850 Kennedy Causeway (aka K-lot) be utilized for the parking needs of the GVP development. At present, the K-lot has 183 parking spaces. A parking inventory of the GVP development conducted by Walker Consultants shows that the site has 1,165 parking spaces including the 183 spaces located at the K-lot (see Exhibit 2).

Exhibit 2
Existing Parking Inventory

Location	Number of Parking Spaces
Promenade	
ADA and Time-limited	11
Main Building Garage	
Tenant (Gated)	517
North Building Garage	
Retail	81
Tenant (Gated)	306
South Lot	
Permit	67
Subtotal	**982**
K-Lot[1]	
Guest Permit	183
Total	**1,165**

Source: Walker Consultants
[1] Grand View Palace leases 12 permitted spaces to neighborhood property

Parking Generation

A parking analysis was conducted for the project to determine the number of required parking spaces based on the NBV100 Form-based Code. The analysis was done using the proposed parking rates for residential and commercial uses. The parking requirements for the GVP development based on the NBV100 parking rates are shown in Exhibit 3.

Exhibit 3
Parking Requirements Based on NBV100 Form-based Code

Land Use	Units		NBV100 Parking Rates	Total Parking
Retail	7,685	SF	3 spaces / 1000 SF	24
Fine / Casual Restaurant	3,626	SF	3 spaces / 1000 SF	11
Health Club	4,444	SF	3 spaces / 1000 SF	14
Specialty Grocery	2,014	SF	3 spaces / 1000 SF	7
Marina	117	Slips	1 space / per 5 slips	24
General Office	5,239	SF	3 spaces / 1000 SF	16
			Subtotal	**96**
Multi-Family Residential	506	DUs	1.0 space per DU	506
			1.0 space per 10 DU	51
			Total Parking Spaces	**653**

Conclusion

Based on the NBV100 Form-based Code 653 spaces are required to satisfy the parking demand for the GVP development. Based on the parking inventory, GVP has a total of 982 parking spaces on- site; this represents a surplus of 329 parking spaces. We stand ready to provide any support needed for this proposed project. Should you have any questions or comments, please call me at (305) 447-0900.

Sincerely,

Juan Espinosa, PE
Vice President – Transportation

w:\20\20105\shared parking\nvb100\parking analysis_nbv100_mar 4 2021.docx

North Bay Village

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

NORTH BAY VILLAGE
EST. 1945

APPLICATION FORM FOR SITE PLAN APPROVAL

This application form is to be used to petition for Site Plan Approval pursuant to Sections 5.5 through 5.8, and 5.17 through 5.20, as well as Special Area Plan approval pursuant to Subsection 15.2.G. of the North Bay Village Unified Land Development Code.

Submit one (1) electronic file of your application, with all the required information to the Village Planning and Zoning Official via svargas@cgasolutions.com and deliver five (5) physical copies of materials to the Village offices located at 1666 Kennedy Causeway, Suite 300.

This application, including all supplemental forms and data, must be completed in accordance with the attached instructions and submitted with the required fees pursuant to the most up-to-date Fee Schedule. Site Plan Approvals require public hearings conducted by the Planning & Zoning Board and the Village Commission. Applications must be complete, and all required fees be paid in order to be accepted and placed on an agenda.

All fees shall be paid prior to the Planning and Zoning Official's review of the application. Accepted payment methods for the required fees are check or credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone.

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

1. Property Owner Name: Shoma North Bay Village, LLC

2. Contact Phone: 305-376-6061 Email Address: mgarcia-serra@gunster.com

3. Mailing Address: 201 Sevilla Ave STE 300; Coral Gables, Florida

4. Applicant Name: (Same)
(If different from Owner)

5. Contact Phone: 786-437-8658 Email Address: MShojaee@Shomagroup.com

6. Mailing Address 201 Sevilla Avenue, Suite 300, Coral Gables, Fl. 33134

7. Address or location of Property Covered by the Application:
1872 79th Street Causeway

8. Legal Description of Property Covered by the Application (add pages if needed):
Please see attached Exhibit "A."

9. Folio Number(s): 23-3209-000-0250

10. Total Site Area (square feet): 121,914

11. Current Land Use of Property: Commercial

12. Future Land Use and Zoning Designations: CU and T6-24-South Kennedy Overlay District

13. Are the Future Land Use or Zoning being amended? Yes:_____No: X. If Yes, what are the proposed designations? _____

14. Project Type ___Single-Family Residential ___ Multifamily/Planned Residential

Development _X_Non-Residential/Mixed-Use _X_Development Agreement Required?

15. Project Description (additional pages may be attached): _____

Modification of previously approved Special Area Plan (SAP) and Development Agreement

CONSENT TO PUBLIC HEARINGS

All requests for site plan approval from the North Bay Village Code shall be considered at Public Hearings before the Planning & Zoning Board and the Village Commission. The Village Planning and Zoning Official shall certify that the application is complete before the hearing is legally advertised. All applications shall be submitted to the Village Planning and Zoning Official on or before the deadline implemented by the Village. All persons, firms, or corporations requesting site plan approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village shall be deemed a condition precedent to the consideration of such a request.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), FEMA regulations and all other applicable regulatory agencies.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held and the Village Commission has voted favorable on the proposed request. I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 4.4. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature _____

Print Name Masoud Shojaee

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

_____
Signature

STATE OF FLORIDA
COUNTY OF Dade

Sworn to and subscribed to before me this 10th day of April, 2023,

by MASOUD SHOJAEE,

who is personally known to me or who has produced _____ as identification.

Notary Public Signature Raquel P Chong Badamo

Commission Number/Expiration 10/24/2026

RAQUEL PRISCILA CHONG BADAMO
MY COMMISSION # HH 280687
EXPIRES: October 24, 2026

COST RECOVERY AFFIDAVIT

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

Please type or print the following:

Date: _____

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

Full Name: Masoud Shojaee

Current Address: 201 Sevilla Ave STE 300

City: Coral Gables State: Fl Zip: 33134

Telephone: 305-376-6061 Email: mgarcia-serra@gunster.com

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

_____
Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 10th DAY OF April, 2023

_____
Notary Public, State of Florida at Large

My Commission expires 10/24, 2026

NOTARY PUBLIC STATE OF FLORIDA
RAQUEL PRISCILA CHONG BADAMO
MY COMMISSION # HH 280687
EXPIRES: October 24, 2026

Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

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

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

C. Cost Recovery procedure.

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

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

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

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

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

CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

- ☐ Complete Variance Application, including all required forms and affidavits, signed by property owner or owner's representative.
- ☐ Letter of Authorization from property owner, if different from Applicant.
- ☐ Letter of intent signed by owner or owner's representative, which may include a narrative describing the project, whether the impact of the proposed development is favorable, adverse, or neutral on the economy, public services, environment, and housing supply of the Village, and the relationship of the proposed project to surrounding, existing, and proposed future land uses, and to existing zoning, and the Village's Comprehensive Plan. This narrative may be provided as a document separate from the letter. If variances/waivers or warrants/use exceptions are being requested, the extent of these from the requirements shall be noted in the narrative. NOTE: Applications for project variances/waivers, warrants/use exceptions may be submitted prior to or concurrently with a Site Plan Approval application. Each variance/waiver or warrant/use exception request must be submitted in its own application form with the corresponding fees. Refer to the applicable sections of the ULDC for requirements and criteria. Forms may be downloaded from the Village website or requested by emailing the Planning and Zoning Official
- ☐ Property survey at a scale of not less than one inch (1") equals 40 feet (40'), prepared by a registered land surveyor, not more than one (1) year old and including the legal description of the property, elevation, all easements, and rights-of-way.
- ☐ Drawings index page
- ☐ All drawings shall be drawn at a readable scale (per the requirements listed below) and shall include the following: scale; name; address and telephone number of the owner of the property for which the drawing is required; name, address and telephone number of the professional preparing the drawing; professional stamp seal (dry/wet or digital); location of the property including the legal description, section, township, range and street address, if known.
- ☐ Site plan(s) which depict:
  - ○ North point
  - ○ Existing and proposed easements
  - ○ Existing and proposed utilities
  - ○ Property lines
  - ○ Location of streets, alleys and ROW
  - ○ Location and footprint of all structures
  - ○ Mechanical equipment
  - ○ Proposed site circulation, driveways, sidewalks
  - ○ Parking, including handicapped, motorcycle, electric vehicle, and bicycle parking
  - ○ Loading spaces, valet areas, pick-up/drop-off points
  - ○ Signage
  - ○ Fences and Exterior lighting
  - ○ Other features (e.g., Green Building Program practices and techniques)

☐ Floor plans prepared at a scale no less than 1/16 inch to the foot and including

- ○ Layout of each level
- ○ Layouts for each dwelling unit type and/or nonresidential spaces
- ○ Parking and loading space dimensions
- ○ Parking garage adaptability features
- ○ Width of drive aisles

☐ Elevations at no less than 1/16 inch to the foot scale legibly showing the finished appearance of each main facade of the building and furnishing vertical height dimensions including compliance with Sec. 10.5 of the ULDC

☐ Tabular project summary indicating the following figures, calculations, and features:

- ○ Total acreage
- ○ Number of dwelling units per acre
- ○ Number of bedrooms per dwelling unit
- ○ Number of each dwelling unit type
- ○ Lot Coverage/Pervious surface area
- ○ Open/green space
- ○ Structure setbacks
- ○ Number and sizes of all off-street parking (including handicapped), loading, pick-up/drop off, and bicycle parking spaces
- ○ Floor area of each dwelling unit type
- ○ Floor area of each land use
- ○ Gross floor area
- ○ Building height
- ○ Floor area ratio or floor lot ratio as required/applicable by the zoning of the property
- ○ Compliance with the Village's Green Building Program (features selected from the point system should also be shown on the plans, when appropriate)

☐ Landscape plan

- ○ Location of all existing and proposed structures, landscape improvements (i.e., berms, fences, fountains, furnishings, lights, etc.) parking and circulation areas, and other site improvements
- ○ Notes and specifications, for the installation, fertilization, and maintenance of all plant materials and irrigation
- ○ Tree survey depicting all existing trees, including those to be removed and to be protected and methodology for protection
- ○ Demonstration of sustainable principles, techniques and practices (e.g., Green Building Program features)
- ○ Plant list with scientific and common names, sizes (i.e.: caliper), quantity, special requirements and location of all plant materials existing and proposed and proposed turf grass type
- ○ Planting and installation details, as needed, to ensure conformance with all required standards, including tree protection and erosion control.
- ○ A landscape maintenance plan and schedule will be submitted as a part of the landscape plans

☐ Level of Service (LOS) Assessment (see Sections 5.17-5.20 of the ULDC for requirements)

- O Potable water
- O Sanitary Sewer
- O Traffic
- O Stormwater
- O Solid Waste

☐ Traffic Impact Evaluation

☐ Digital visualization or virtual reality model. Photorealistic 3D digital visualizations, 3D renderings or a virtual reality model, showing a reasonable amount of project context (i.e., surrounding physical conditions and environments including existing structures on either side).

☐ Application fees and cost recovery deposit per the most up-to-date Village Fee Schedule.

Optional Submittal:

☐ Physical architectural scale model – A physical architectural model of the site and building(s), built to an appropriate scale, and photographs of the model may be submitted instead of a 3D computer visualization or virtual reality model. Physical architectural models shall be made available at least ten (10) days prior to the Planning and Zoning Board public hearing date. If an architectural model is provided, said model shall be retrieved by the developer within thirty (30) days following the final public hearing before the Village Commission. The photographs depicting the model shall become part of the public records. The model shall demonstrate the proposed structure as well as existing structures on either side.

Applications are deemed incomplete until all mandatory submittals have been received by the Village Planning and Zoning Official.

Office Use Only:

Date Submitted:_____

Date Paid:_____

Cash or Check #_____

Total Paid: $_____

Filing Fee: $_____

Cost Recovery Dep: $_____

Exhibit "A"
LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Writer's Direct Dial Number: (305) 376-6061
Writer's E-Mail Address: MGarcia-Serra@gunster.com

May 11, 2023

Dr. Ralph Rosado
Village Manager
North Bay Village
1666 Kennedy Causeway
3rd Floor
North Bay Village, Florida 33141

Re: Shoma Bay/1872 79th Street Causeway / SAP Site Plan Modification Application/ Letter of Intent

Dear Dr. Rosado,

On behalf of Shoma North Bay Village, LLC (the "Applicant"), the owner of the property located at 1872 79th Street Causeway in North Bay Village, Florida (the "Property"), we respectfully submit this letter of intent in support of an application for site plan modification and related approvals for the Property. The Property, which is legally described in the surveys attached as composite **Exhibit A**, is currently designated *Commercial* pursuant to the Village's Future Land Use Map and *T6-24- South Kennedy Overlay District* on the Zoning Map. It is 121,914 square feet (2.799 acres) in size.

On March 23, 2021, the Village Commission approved a site plan, (**attached as Exhibit B**) (the "Original Site Plan") and a Special Area Plan ("SAP") known as the, "South Kennedy SAP" or the "SK SAP," for a mixed use project named "SHOMA Bay" including 333 dwelling units, a 36,068 square-foot grocery store, and 6,315 square feet of retail space on the Property (the "Original Project").

It is with great enthusiasm that we submit to you, on behalf of the Applicant, this application to amend the Original Project. Specifically, the Applicant seeks to amend the Original Site Plan, the SK SAP, and the previously approved Development Agreement. A draft proposed revised Development Agreement will be provided to you under separate cover. The Applicant is also submitting the SK SAP regulating plan for your approval as **Appendix B** ("SK SAP Regulating Plan") that will serve to allow the Applicant more flexibility in order to provide an enhanced quality product befitting the Village's new vision for the Kennedy Causeway, while maintaining its character as a true historical treasure of South Florida.

As described below in more detail, the Applicant has designed a project, pursuant to the guidelines set forth in the NBV 100 master plan, that promotes, livability, resilience and prosperity, not just for Shoma Bay residents, but for all Village residents, both current and future.

The Applicant is proposing to modify the Original Site Plan to develop the Modified Shoma Bay Project consisting of a mixed-use building containing 333 residential units, which will be luxury condominium units, as opposed to the previously approved rental project, 52,929 square feet of commercial space including a new Publix grocery store, a high end food bazaar which will be open to the public and 750 parking spaces in a structured garage (the "Modified Shoma Bay Project").

SK SAP

Under the Village's Unified Land Development Code (the "Code"), parcels of at least two abutting acres in size, such as the Property, may be master planned to allow greater integration of public improvements and infrastructure, to enable greater connectivity, to encourage a variety of building heights and massing, and to provide high quality design elements and greater flexibility in development. The approved SK SAP and the proposed modifications accomplish just that.

The Applicant seeks to amend the SK SAP to increase the height on the residential tower from 205'-7" to 253'-10" at the top of the pool deck. The T6-24 transect zone permits an overall height for the entire Modified Shoma Bay Project, including the commercial portion, of 246 ft, as of right. The Applicant seeks to limit its height on the commercial portion of the Modified Shoma Bay Project and otherwise redistribute the allowable height to the residential tower, requesting an additional 7 ft. so as to accommodate the higher "floor to ceiling" heights required for this type of project.

The Modified Shoma Bay Project is no longer a rental project. It will be comprised solely of larger condominium units with higher ceilings that meet the demand of the ever-growing luxury condominium market. To accomplish this design change, the Applicant's engineers recommended a change to the structural system from "tunnel form" to "post tension." This structural modification requires more space between residential floors and accounts for most of the 7 ft height request. The result however is a world class, high-end product that maximizes the incomparable views that are synonymous with the Village, and which also provides for lower scale height on the commercial portion of the project.

The Applicant also requests an additional 14 ft in height above the 10 ft permitted by the Code for the cooling tower above the residential tower. The 1,230 square foot cooling tower is limited to one corner of the residential tower and will be adequately screened from view as required by the Code. This height of the cooling tower is necessary for the project and will not be visible from street level.

As previously stated, the purpose of an SAP is to allow a property to be master planned to, among other things, encourage a variety of building heights and massing, to provide high quality design elements and greater flexibility in development. Specifically, Section 15.G.1.i of the Code states that *flexible allocation of development capacity and height, excluding density on individual*

sites within the Special Area Plan may be allowed so long as the capacity or height distribution does not result in development that is out of scale or character with the surrounding area, and provides for appropriate transitions.

The Modified Site plan seeks to redistribute the height allowed as of right over the commercial portion of the Modified Shoma Bay Project to the residential tower in a manner that is not out of scale or character with the surrounding area and provides for appropriate transitions well beyond what is required by the Code. The Modified Shoma Bay Project is in character with the surrounding area, especially the Grand View Palace to the east of the Property. The Grand View Palace is 24 stories tall and as such would not be negatively impacted by the additional height requested. To the South of the Property is the Treasure Island Elementary School ("TIES") with an expansive playing field that abuts the Property. This field provides a nice transition between the Property and the educational structures. The Modified Site Plan also provides more than the required 20-foot setback, further enhancing the transition between the Property and TIES.

Site Plan

The Applicant hereby requests approval of the enclosed modified site plan (the "Modified Site Plan"). The modifications are discussed in detail in the architect's narrative attached as **Exhibit C**. The Modified Site Plan includes an array of new amenities that will be the envy of the luxury condominium market in the area. To highlight a few, the Modified Shoma Bay Project includes a new food experience concept known as the Shoma Bazaar. The first of its kind was introduced in Doral last year and was very well received as it provides a variety of different cuisines in one setting. These innovative type of food venues can now be found in many places, including Miami Beach, Wynwood and the Downtown area as more people are opting for variety but also convenience and don't want to travel long distances to experience different cuisine. To meet the demands for remote-work space within the home, the Modified Shoma Bay Project includes a new mezzanine level offering business and library space that allows you to "work from home" with more flexibility and comfort in the common areas of the building. Also, the project now includes a private movie theater, salon and spa for both residents and their pets.

The proposed modifications in the Modified Site Plan comply with the criteria set forth in Section 5.8.c. as follows:

> *(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.*

The Modified Site Plan provides greater setbacks than required along the rear and western property lines. The TIES property to the south is an educational facility and the proposed Modified Site Plan provides more than the required 20-foot setback in the rear. Similarly, the Modified Site Plan provides a greater than required setback from the western property line which abuts a condominium building. Both the rear and western property lines are lined with landscaping to provide adequate buffering. In addition to minimizing undesirable effects upon contiguous properties, the Modified Site Plan maximizes desirable effects along the 79th Street Causeway by providing an arcade for pedestrian use along a portion of the frontage and removing the very

significant "heat island" which presently exists on the Property. The Modified Shoma Bay Project also provides an artistic screening of the garage.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

The off-street parking is located in an on-site structured garage which is shielded from view by an artistic screening as depicted in the renderings enclosed as part of the plans. This garage contains 750 parking spaces, which is above the required 506 parking spaces pursuant to the SKO regulations. Additionally, the Modified Shoma Bay Project provides loading for both buildings in the rear of the Property out of sight from the right-of-way. The proposed circulation diverts traffic away from the right-of-way.

(3) Provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

As discussed above, there is landscaping along the southern and western property lines. That same level of detail to landscaping and respect for the public view of the property was carried throughout the landscape plan, which proposes Royal Palms along the 79th Street Causeway. Note that even the amenities deck on Level 4 is landscaped, and the Modified Shoma Bay Project includes a ZEN Garden on Level 11.

(4) Can be accommodated by existing community roads, services, utilities, or the necessary additions are provided by the developer.

The Project's civil engineers have confirmed that sufficient public facilities are available and/or can be improved to service the Modified Shoma Bay Project. The Property is located along the 6-lane 79th Street Causeway, which has sufficient capacity for the proposed Modified Shoma Bay Project. Additionally, the Modified Shoma Bay Project's internal circulation and generous rear and side setbacks allow for appropriate traffic flow and utilities to service the Property. Any infrastructure upgrades necessary to service the Modified Shoma Bay Project will be the responsibility of the Applicant.

Accordingly, for the foregoing reasons, we respectfully request your favorable consideration of our requests. If you have any questions or wish to discuss further, please do not hesitate to contact me at (305)376-6061 or MGarcia-Serra@gunster.com. Thank you for your attention to this matter. We look forward to working with you and your colleagues on this very promising Project which will provide an appropriately grand gateway for your great Village!

Sincerely,

Mario Garcia-Serra

MSA ARCHITECTS, INC.
ARCHITECTURE & PLANNING
8950 S.W. 74TH CT.
SUITE 1513
MIAMI, FL 33156
305/273-9911
AAA C000895

April 28, 2023

City of North Bay Village
Project Name: **Shoma Bay Condominium**
Address: 1850-1875 79th Street Causeway
North Bay Village, Florida 33141

MSA Project Name: Shoma Bay NBV
MSA Project No.: 1952

City of North Bay Village:
The following narrative of the changes between the approved Site Plan Application and the current revised design.

1. Ground floor townhouses were replaced by residential amenity spaces.
2. Relocated Main Electrical Room and added MEP Rooms on Mezzanine level.
3. Building height was increased from 205'-7" to 277'-10" top of cooling tower (253'-10" top of pool deck).
4. Building stories was increased from 19 to 24. 24 stories allowed by zoning).
5. Parking garage was increased from 8 to 10 levels.
6. Structural system was changed from tunnel form construction to post tension.
7. Building elevations have been revised.
8. Added Zen Garden on Level 11 (Top of parking garage).
9. Added Bazaar food court at level 14.
10. Relocated pool to roof top pool deck.
11. Mechanical system was changed from DX units to cooling tower (Cooling tower on a pedestal aprox. 20' ht.).
12. Added cooling tower and mechanical penthouse at the roof level (10' ht. allowed for mech. / 24' provided).
13. Lot Coverage increased from 52,083sf (42.72%) to 52,395sf (42.98%).
14. Frontage along 79th Street Causeway decreased from 92% to 90% .
15. Open Space decreased from 33,269sf (27.29%) to 31,336sf (25.70%).
16. West Setback decreased from 33'-5" to 28'-5".
17. Bike Racks increased from 25 to 69.
18. The northwest Retail and bike storage facing 79th Causeway has been removed and replaced with M.E.P and B.O.H.
19. On the East side of the covered breezeway, we now have two retail vanilla box shells vs one.
20. New mezzanine level between level 1 and 2 with business and library space.
21. New pet spa on level 12.
22. New Amenities on Level 14 (Movie Theater, Hair Salon, Spa (Women's' & Men's)).

SHOMA NORTH BAY VILLAGE

FOR

SHOMA GROUP

IN

NORTH BAY VILLAGE, FLORIDA

NOTE : THE PROPOSED WORK HAS BEEN DESIGNED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND VILLAGE CODES AND REGULATIONS HAVING JURISDICTION. IF ANY DISCREPANCIES EXIST BETWEEN THE PLANS/SPECIFICATIONS PREPARED BY THE DESIGNER AND THE VILLAGE CODE AND/OR THE VILLAGE STANDARD DETAILS, THE LATTER SHALL GOVERN OR THE MOST STRINGENT

STATE OF FLORIDA — JOSE SAUMELL — AR0013080 — REGISTERED ARCHITECT

Jose Saumell

INDEX OF DRAWINGS

SHEET	REV. N°	DATE	DESCRIPTION
			ARCHITECTURAL
CS			INDEX OF DRAWINGS
A-0.SP-1			SITE PLAN
A-0.1			LOCATION MAP
A-2.1			OVERALL – LEVEL 1 – FLOOR PLAN
A-2.1M			OVERALL – LEVEL 1.2 MEZZANINE FLOOR PLAN
A-2.2			OVERALL – LEVEL 2 – FLOOR PLAN
A-2.3			OVERALL – LEVEL 3 – FLOOR PLAN
A-2.4			OVERALL – LEVEL 4 – FLOOR PLAN
A-2.5			OVERALL – LEVEL 5 – FLOOR PLAN
A-2.6			OVERALL – LEVEL 6 – FLOOR PLAN
A-2.7			OVERALL – LEVEL 7 – FLOOR PLAN
A-2.8			OVERALL – LEVEL 8 – FLOOR PLAN
A-2.9			OVERALL – LEVEL 9 – FLOOR PLAN
A-2.10			OVERALL – LEVEL 10 – FLOOR PLAN
A-2.11			OVERALL – LEVEL 11 – FLOOR PLAN
A-2.12			OVERALL – LEVEL 12 – FLOOR PLAN
A-2.14			OVERALL – LEVEL 14 – FLOOR PLAN
A-2.15			OVERALL – LEVEL 15 – FLOOR PLAN
A-2.16			OVERALL – LEVEL 16 – FLOOR PLAN
A-2.17			OVERALL – LEVEL 17 – FLOOR PLAN
A-2.18			OVERALL – LEVEL 18 – FLOOR PLAN
A-2.19			OVERALL – LEVEL 19 – FLOOR PLAN
A-2.20			OVERALL – LEVEL 20 – FLOOR PLAN
A-2.21			OVERALL – LEVEL 21 – FLOOR PLAN
A-2.22			OVERALL – LEVEL 22 – FLOOR PLAN
A-2.23			OVERALL – LEVEL 23 – FLOOR PLAN
A-2.23.2			OVERALL – LEVEL 23 – FLOOR PLAN
A-2.24			OVERALL – ROOF PLAN / POOL DECK
A-3.1			RESIDENTIAL BUILDING I ELEVATIONS
A-3.2			RESIDENTIAL BUILDING I ELEVATIONS
A-3.3			GARAGE BUILDING II ELEVATIONS
A-3.4			GARAGE BUILDING II ELEVATIONS
A-4.1			UNIT PLANS
A-4.2			UNIT PLANS
A-4.3			UNIT PLANS
A-4.4			UNIT PLANS
A-4.5			UNIT PLANS
A-4.6			UNIT PLANS
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L-4			LANDSCAPE PLAN-LEVEL 11/ ZEN GARDEN
L-5			LANDSCAPE PLAN-POOL DECK
L-6			LANDSCAPE DETAILS
			CIVIL
C-1.0			GENERAL NOTES
C-2.0			CIVIL SITE PLAN
C-3.0			PAVEMENT DETAILS
C-4.0			WATER DISTRIBUTION PLAN
C-5.0			SEWER DISTRIBUTION PLAN
C-6.0			WATER & SEWER DETAILS
C-7.0			SIGNING & PAVEMENT MARKING PLAN
C-8.0			SIGNING & PAVEMENT MARKING NOTES
C-9.0			GRADING & DRAINAGE PLAN
C-10.0			DRAINAGE DETAILS
C-11.0			STORMWATER POLLUTION PREVENTION PLAN
C-12.0			STORMWATER POLLUTION PREVENTION DETAIL

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- CIVIL/TRAFFIC ENGINEER
  DAVID PLUMMER & ASSOCIATES
  1750 PONCE DE LEON
  BOULEVARD
  CORAL GABLES, FL 33134
  (305) 447 0900

- SUBMITTAL DATES
- 08/30/2023-RESUBMITTAL

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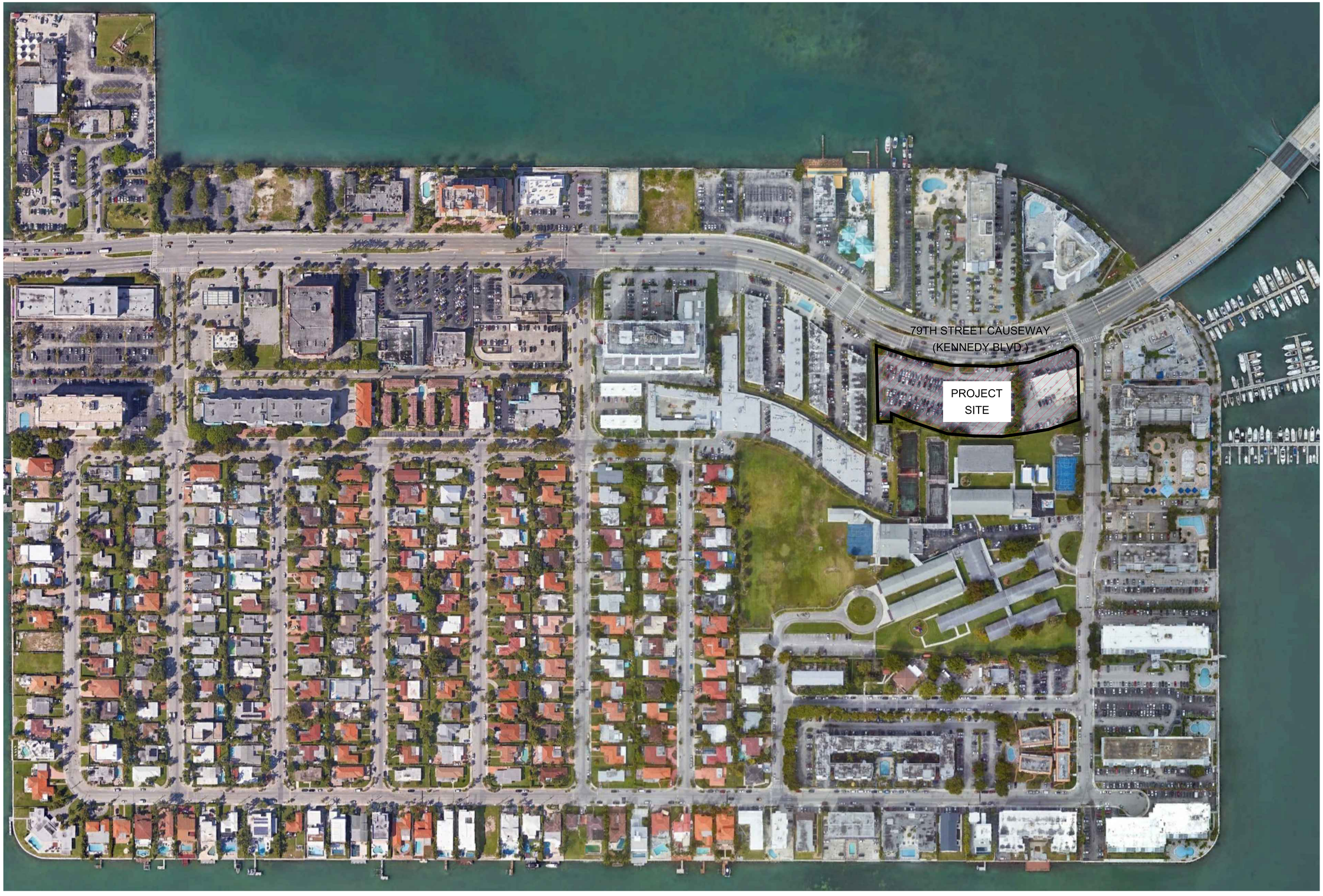

SITE LOCATION

LOCATION MAP

NTS

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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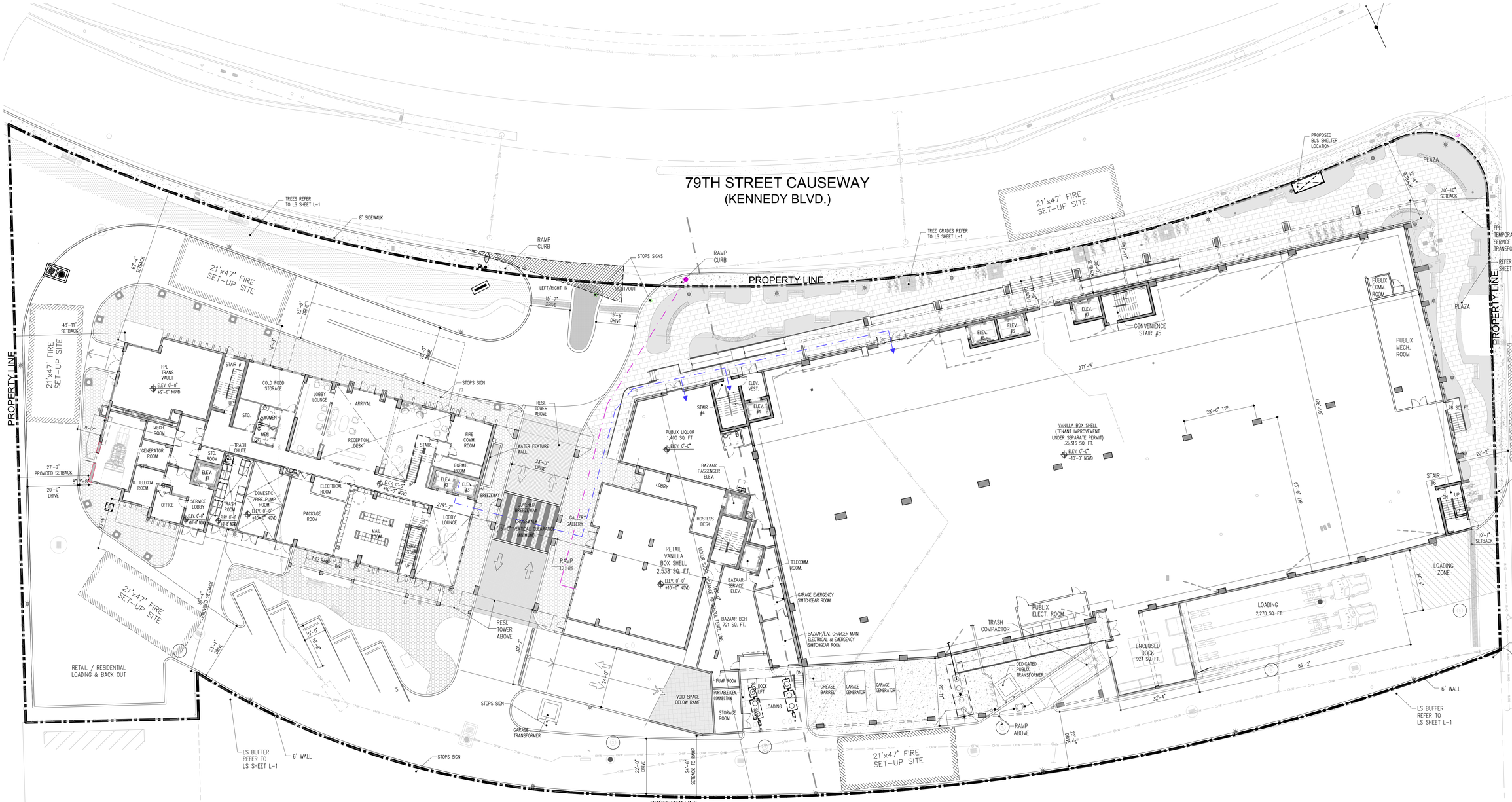

SITE DATA

LOCATION	North Bay Village, FL.
ZONING DESIGNATION	T6–24
OVERLAY DISTRICT	South Kennedy Overlay District
TYPE OF USE	Mix Use Multi–Family Housing

BUILDING DISPOSITION	REQUIRED	PROVIDED	
A. LOT AREA	10,000 sf. min.	2.798 acres	121,914 sf.
B. LOT WIDTH	100' min.	587'–8"	
C. LOT COVERAGE	90% max / 109,723 sf.	52,395 sf.	42.98%
D. FRONTAGE @ FRONT SETBACK			
79th Street Causeway	A gallery or arcade is required for at least 80% of the frontage of a commercial portion of a building that is within 20 feet of the front property line	90%	
E. OPEN SPACE	10% min. / 12,191 sf. (Per T6–24)	31,336 sf.	25.70%
F. DENSITY	120 du's / ac. = 335 units	333 units	119 du's/ac
G. INTENSITY (FLR=13)	Max. Allowed = 36.37 ac.	18.49 ac.	

NOTE : THE PARCEL PROPOSED FOR LAND CLEANING OR DEVELOPMENT DOES NOT SERVE AS HABITAT FOR A RARE, THREATENED OR ENDANGERED SPECIES OR A SPECIES CONCERN; OR IS NOT ENVIRONMENTALLY SENSITIVE AREA.

BUILDING CONFIGURATION FRONTAGE				
A. COMMON LAWN	Prohibited	–		
B. PORCH & FENCE	Prohibited	–		
C. TERRACE	Prohibited	–		
D. FORECOURT	Allowed	–		
E. STOOP	Allowed	–		
F. SHOPFRONT	Allowed	Yes		
G. GALLERY	Allowed	Yes		
H. ARCADE	Prohibited	–		

BUILDING SETBACK	REQUIRED	PROVIDED
A. NORTH SETBACK	20'–0" min.	20'–0"
B. EAST SETBACK	10'–0" min.	10'–0"
C. SOUTH SETBACK	20'–0" min.	24'–6"
D. WEST SETBACK	20'–0" min.	27'–9"

BUILDING HEIGHT		
Pedestal Height (Parking Garage):		104'–2"
(RESIDENTIAL TOWER)		
Min. Height	2 stories	PROVIDED
Max. Height	24 Stories or 240 feet'	24 stories (25'-10" TOP OF ROOF (LEVEL 24)
Max. Height	(ROOF TOP MECHANICAL EQUIPMENT)	
	10'–0"	24'-0" TOP OF MECHANICAL EQUIPMENT (ELEV.=277–10")

BIKE RACK

Residential Required:	1 sp/20 req. spaces	66
Commercial Required:		6
Subtotal:		72
Reduction after 50 sp:		–11
Total Required:		61
Total Provided:		69

PARKING SUMMARY

REQUIRED

Type of parking	# of DU's or SF	Code Required	Total
Residential	333 units	1. spaces/unit	333 spaces
Visitor	333 units	0.1 spaces/unit	34 spaces
Sub–total			367 spaces
Retail / Supermarket	52,929 sf.	3 sp/1,000 sf.	159 spaces
Shared parking reduction = 120 sp/1.2 = 100 per shared parking standards table			20 spaces
Sub–total			139 spaces
Grand total required			506 spaces

* HC Parking: (501–1000–2% total) = 11 spaces required
* 10 E.V.S.E. – Ready Spaces included in total

PROVIDED

Designation	Levels	Compact	Regular	HC	Total
Publix	Site	–	5	–	5
	Level 2	–	61	3	64
	Level 3	–	62	3	65
Visitor/Retail	Level 4	–	57	1	81
Resi. Parking		–	23	–	
Resi. Parking	Levels 5–8	8	388	8	404
Resi. Parking	Level 9	2	89	2	93
Resi. Parking	Level 10	–	40	–	40
Grand total					752

* 10 Compacted Spaces included in total
* 25 E.V.S.E. – Ready Spaces included in total
* 17 ADA Spaces included in total

UNIT MIX (23 LEVELS)

Unit Type	Area (Net)		Total # of units	%	NSF	
STUDIO						
ST 1	333 sf		40	12%	13,320 sf	
	Subtotal		**40**		**13,320 sf**	***333 avg sf/du***
1 Bedroom/ 1 Bathroom						
A1	691 sf		78	41%	53,898 sf	
A2	815 sf		19		15,485 sf	
A2.1	805 sf		19		15,295 sf	
A3	1,088 sf		19		20,672 sf	
	Subtotal		**135**		**105,350 sf**	***780 avg sf/du***
2 Bedroom / 2 Bathroom						
B1	997 sf		40	39%	39,880 sf	
B1A	1,005 sf		19		19,095 sf	
B1A.2	1,202 sf		1		1,202 sf	
B2	1,091 sf		21		22,911 sf	
B3	1,091 sf		8		8,728 sf	
B4	1,120 sf		20		22,400 sf	
B5	1,147 sf		20		22,940 sf	
	Subtotal		**129**		**137,156 sf**	***1,063 avg sf/du***
3 Bedroom / 2 Bathroom						
C1	1,324 sf		20	6%	26,480 sf	
	Subtotal		**20**		**26,480 sf**	***1,324 avg sf/du***
PENTHOUSE						
P1	1,793 sf	est.	2	3%	3,586 sf	
P2	1,886 sf	est.	1		1,886 sf	
P3	2,422 sf	est.	1		2,422 sf	
P4	2,008 sf	est.	1		2,008 sf	
P5	1,973 sf	est.	1		1,973 sf	
P6	2,719 sf	est.	1		2,719 sf	
P7	2,583 sf	est.	2		5,166 sf	
	Subtotal		**9**		**19,760 sf**	***2,196 avg sf/du***
Grand Total			**333 units**	100%	**302,066 sf**	***907 avg sf/du***

LOADING ZONE DATA

	REQUIRED	PROVIDED
Residential:	3 Berths (900 sf total)	3 Berths (1,060sf total)
Commercial:	2 Berths (420 sf each)	2 Berths (800sf each)

NORTH

SITE PLAN

SCALE: 1/16" = 1'–0"

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

EAST TREASURE DRIVE
21'x47' FIRE SET-UP SITE

BY

Jose Saumell

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SITE PLAN
SHEET NUMBER:
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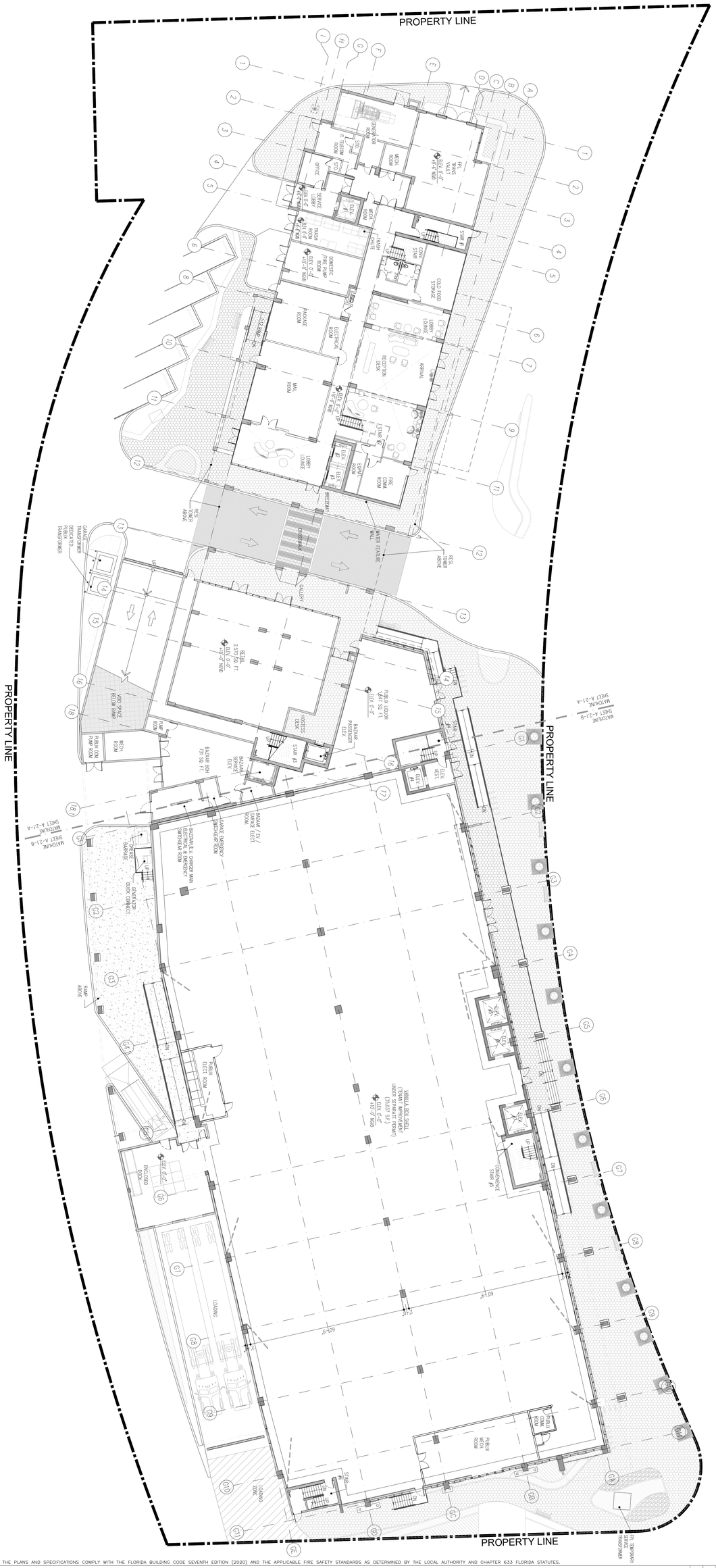

NORTH

OVERALL LEVEL 1 - PLAN

SCALE: 1/16" = 1'-0"

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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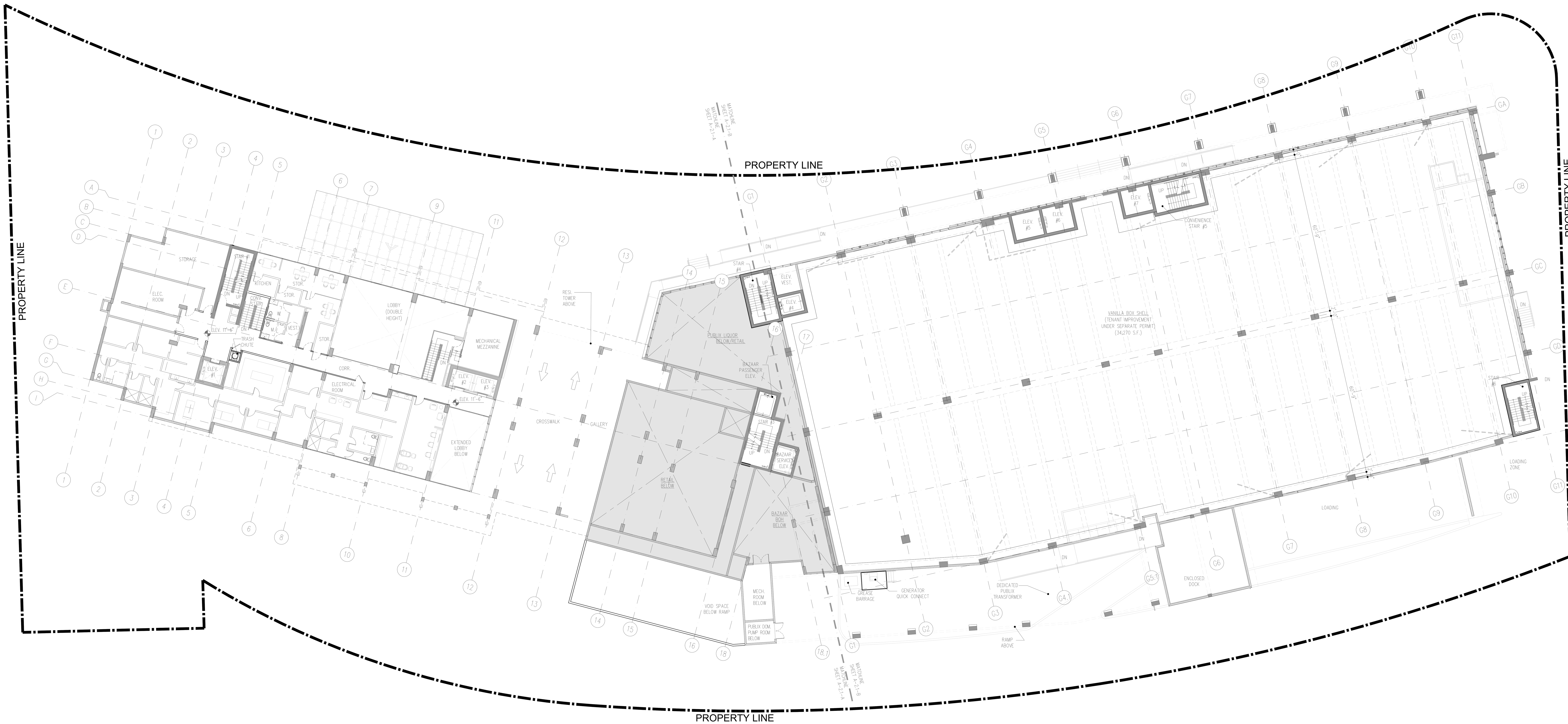

OVERALL MEZZANINE - PLAN
SCALE: 1/16" = 1'-0"

NORTH

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
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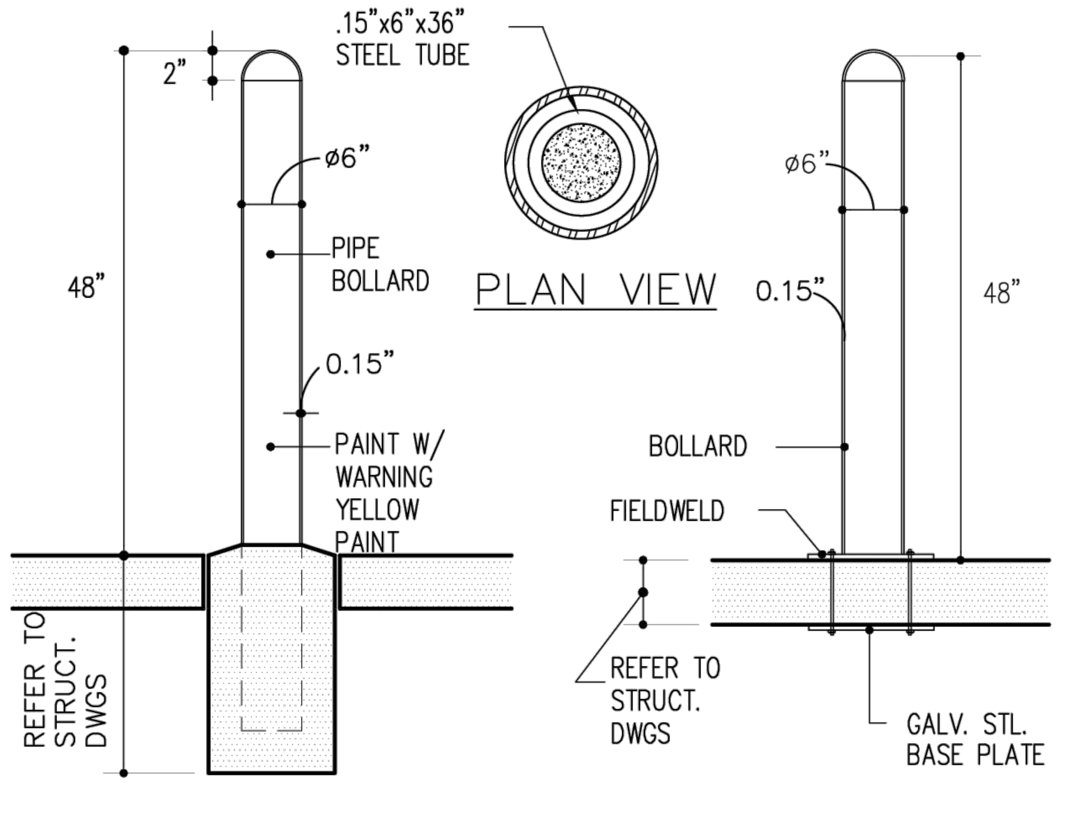
OVERALL LEVEL 2 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

NORTH



BOLLARD-CONC DETAIL

SCALE: N.T.S.

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SHOMA NORTH BAY VILLAGE

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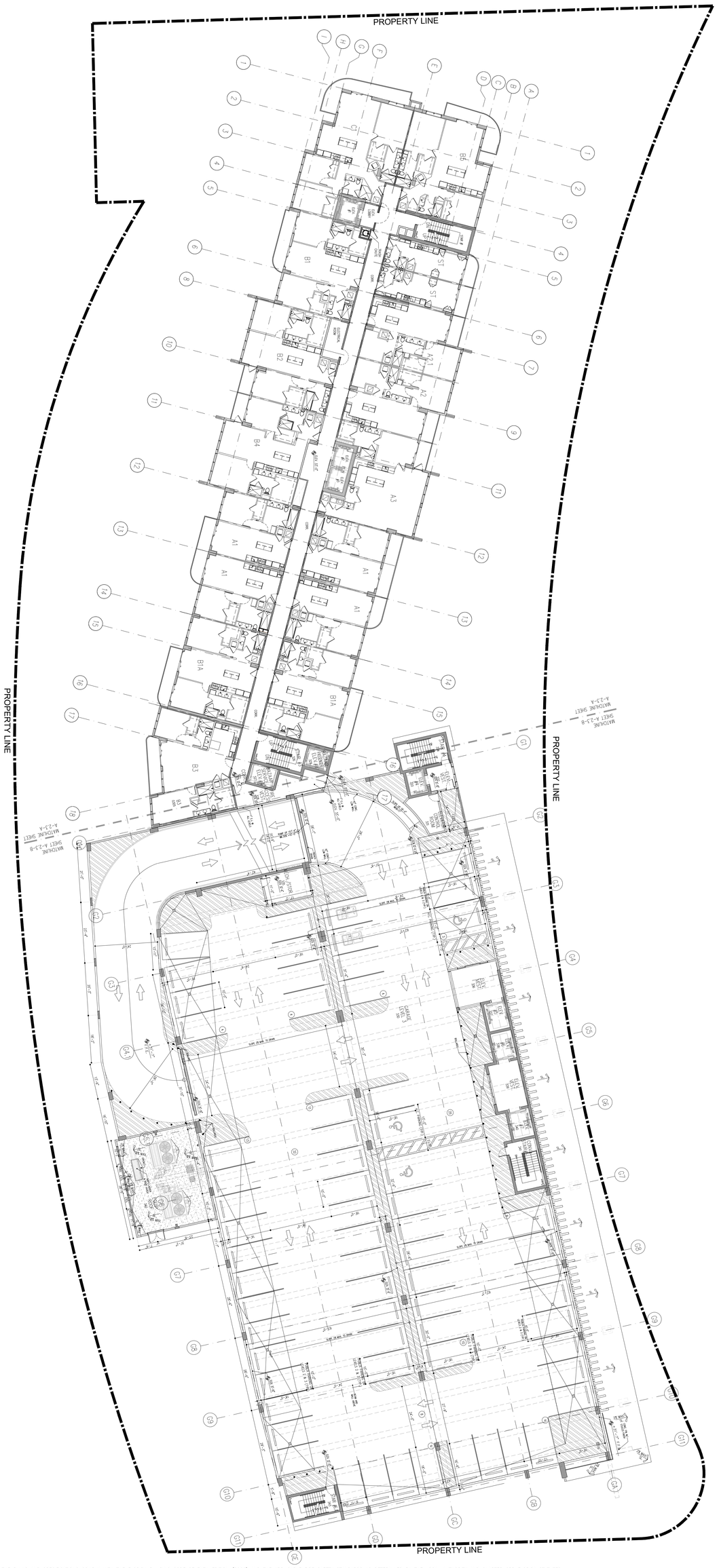

NORTH

OVERALL LEVEL 3 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

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Jose Salmell
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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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OVERALL LEVEL 4 - PLAN
17 UNITS
SCALE: 1/16" = 1'-0"
NORTH

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OVERALL
LEVEL 4 - PLAN

SHEET NUMBER:
A-2.4

OVERALL LEVEL 5 - PLAN

NORTH

17 UNITS

SCALE: 1/16" = 1'-0"

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SHOMA NORTH BAY VILLAGE

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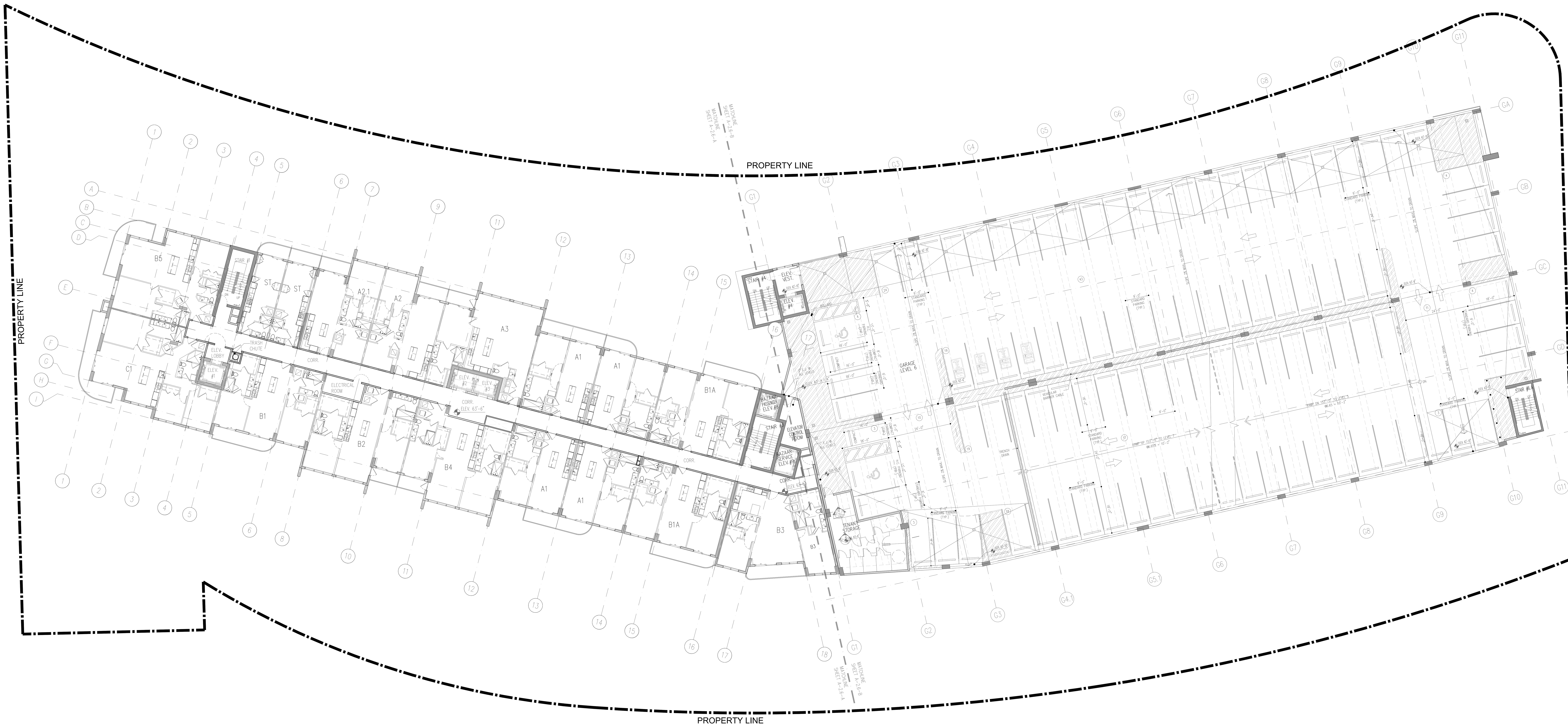

OVERALL LEVEL 6 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PLANNING & ZONING 08/29/2023

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OVERALL
LEVEL 6 - PLAN

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A-2.6

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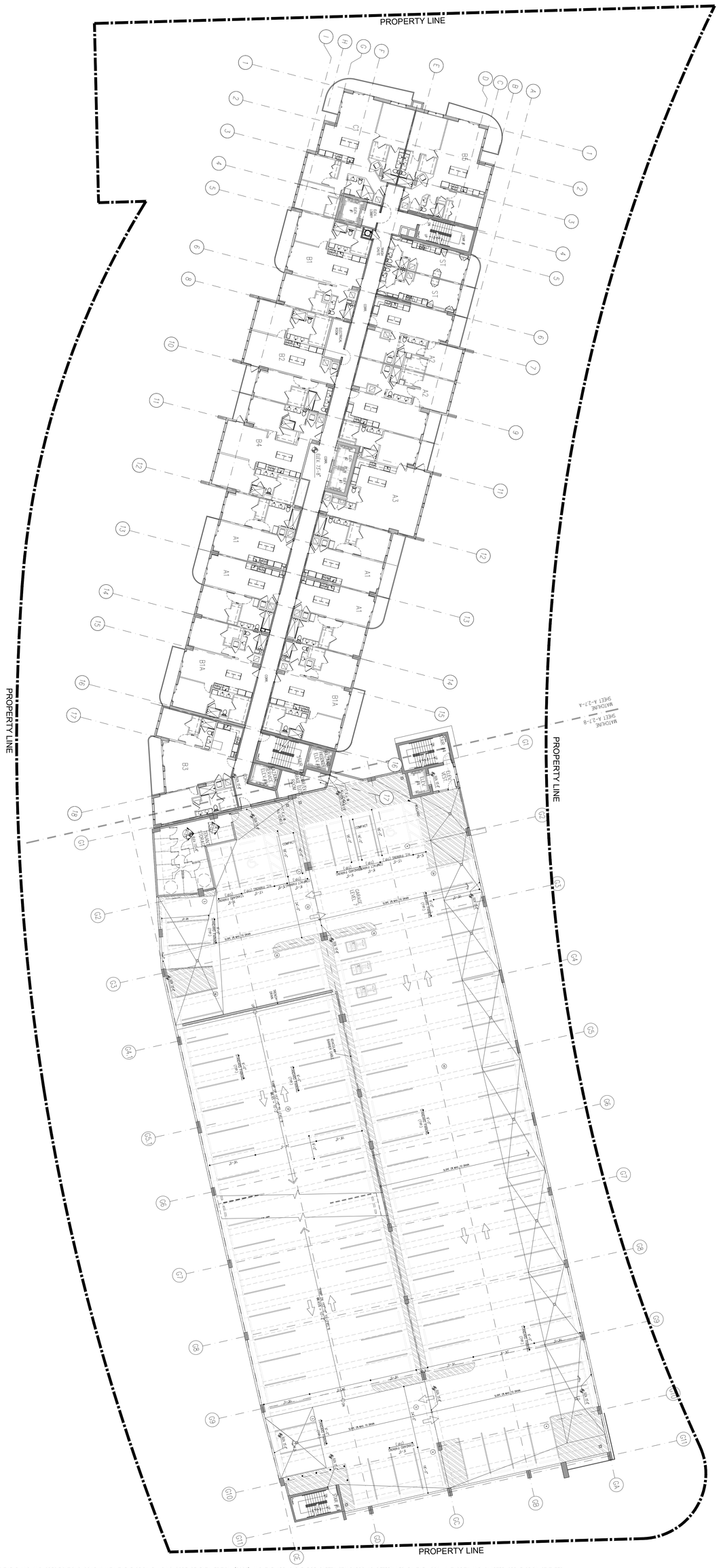

NORTH

OVERALL LEVEL 7 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

PLANNING & ZONING 08/29/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
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MIAMI, FLORIDA 33156
(305) 273-9911

JOSE I. SALMELL
AR0013285

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 7 - PLAN
SHEET NUMBER:	A-2.7

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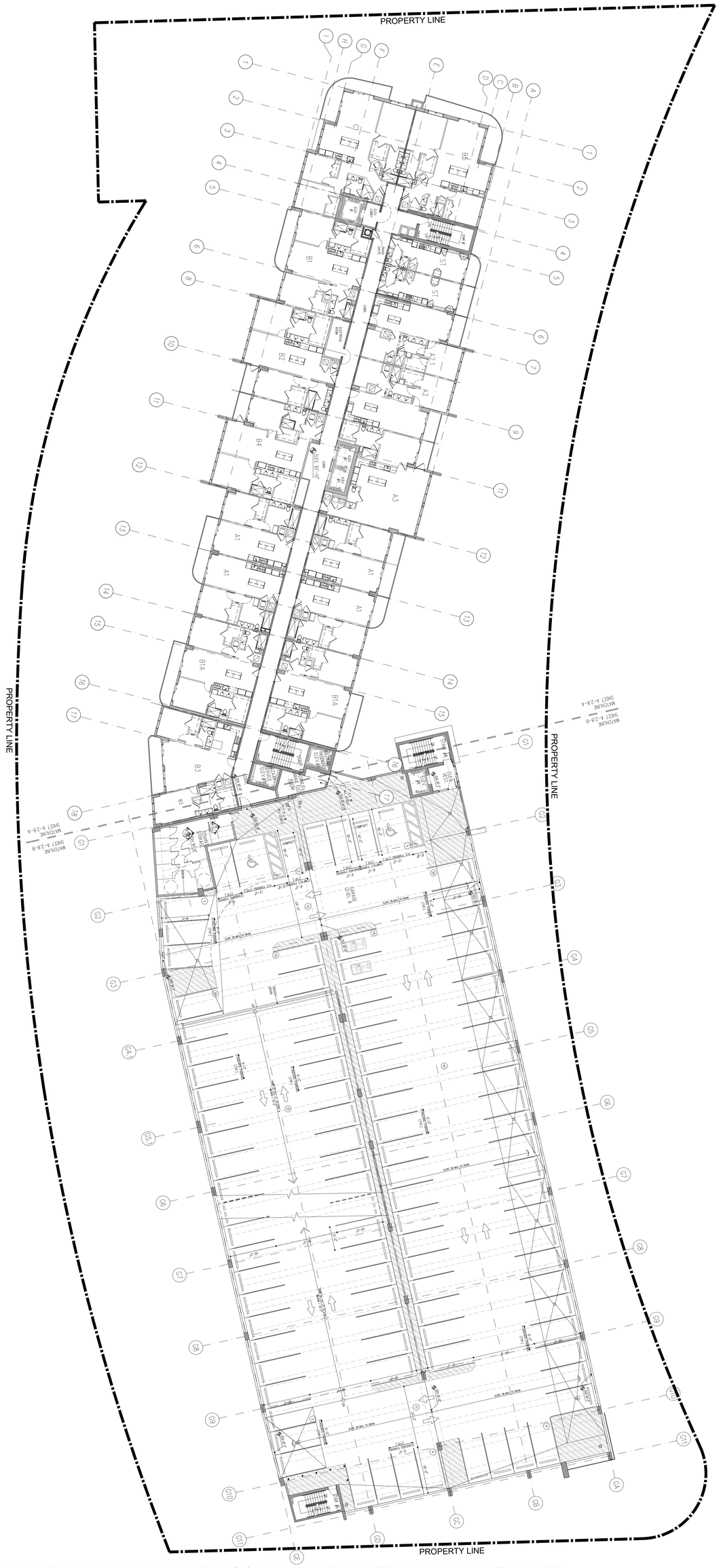

NORTH

OVERALL LEVEL 8 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

PLANNING & ZONING 08/29/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SAUMELL
AR0013085

Jose Saumell
Digitally signed by Jose Saumell
Date: 2023.08.29 16:26:13 -04'00'

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

DRAWN
CONTRACT DATE
SCALE: AS SHOWN
JOB NO.: 1952.PRJ
SHEET TITLE: OVERALL LEVEL 8 - PLAN
SHEET NUMBER: A-2.8

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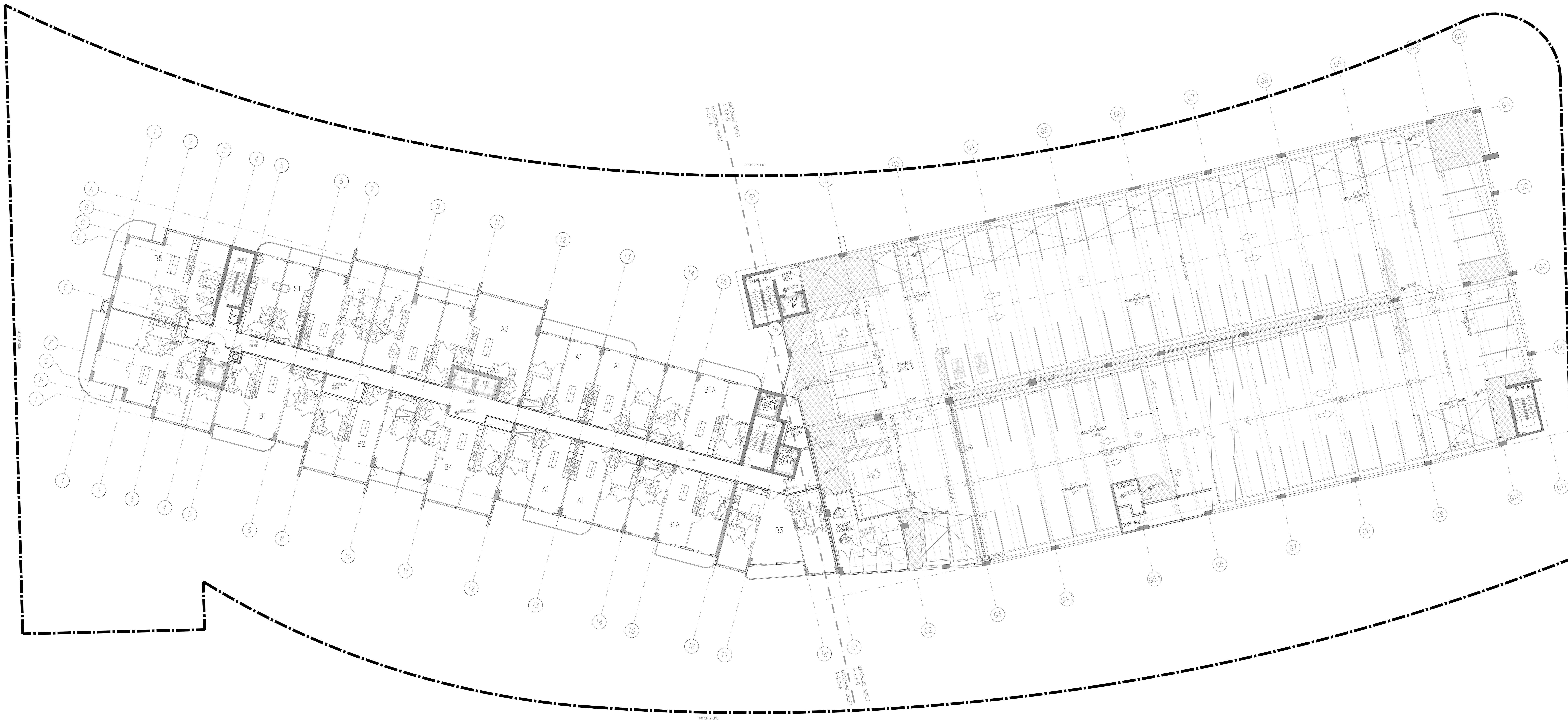

OVERALL LEVEL 9 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PLANNING & ZONING 08/29/2023

BY

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell
Digitally signed by Jose Saumell
Date: 2023.08.30 17:50:16-04'00'

STATE OF FLORIDA
JOSE SAUMELL
AR0013085
REGISTERED ARCHITECT

JOSE I. SAUMELL
AR0013085

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ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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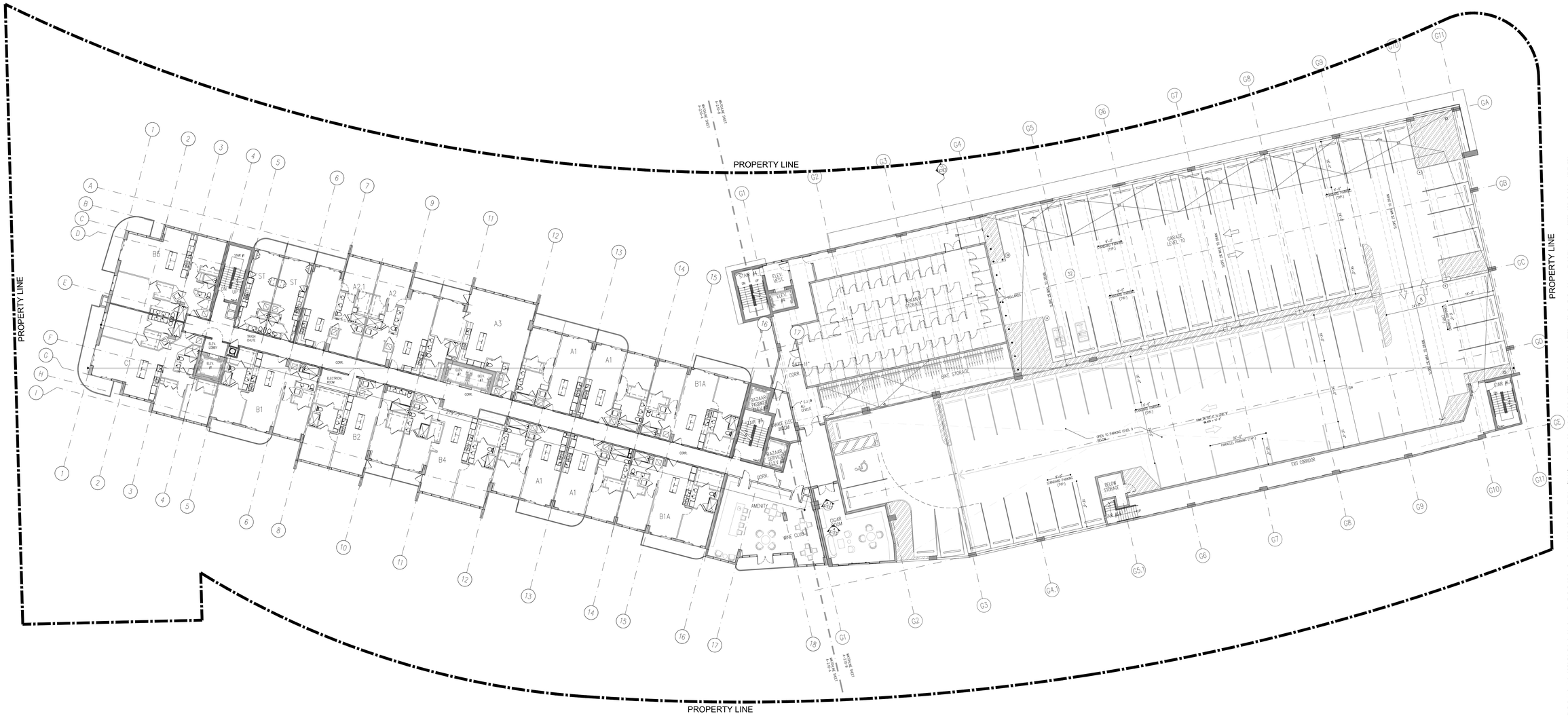
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 9 - PLAN

SHEET NUMBER:
A-2.9



OVERALL LEVEL 10 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PLANNING & ZONING 08/29/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

Jose Saumell

JOSE I. SAUMELL
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SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 10 - PLAN

SHEET NUMBER:
A-2.10

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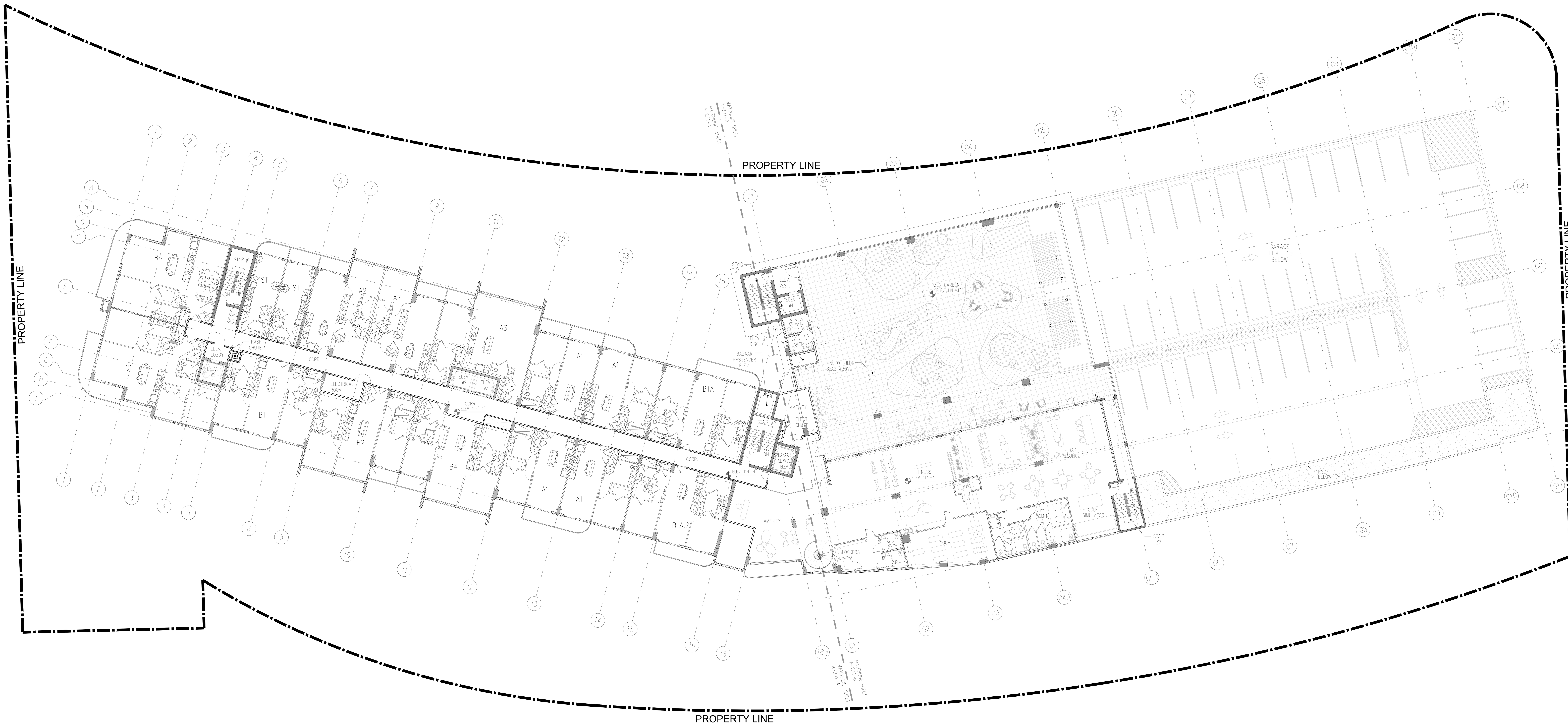

OVERALL LEVEL 11 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

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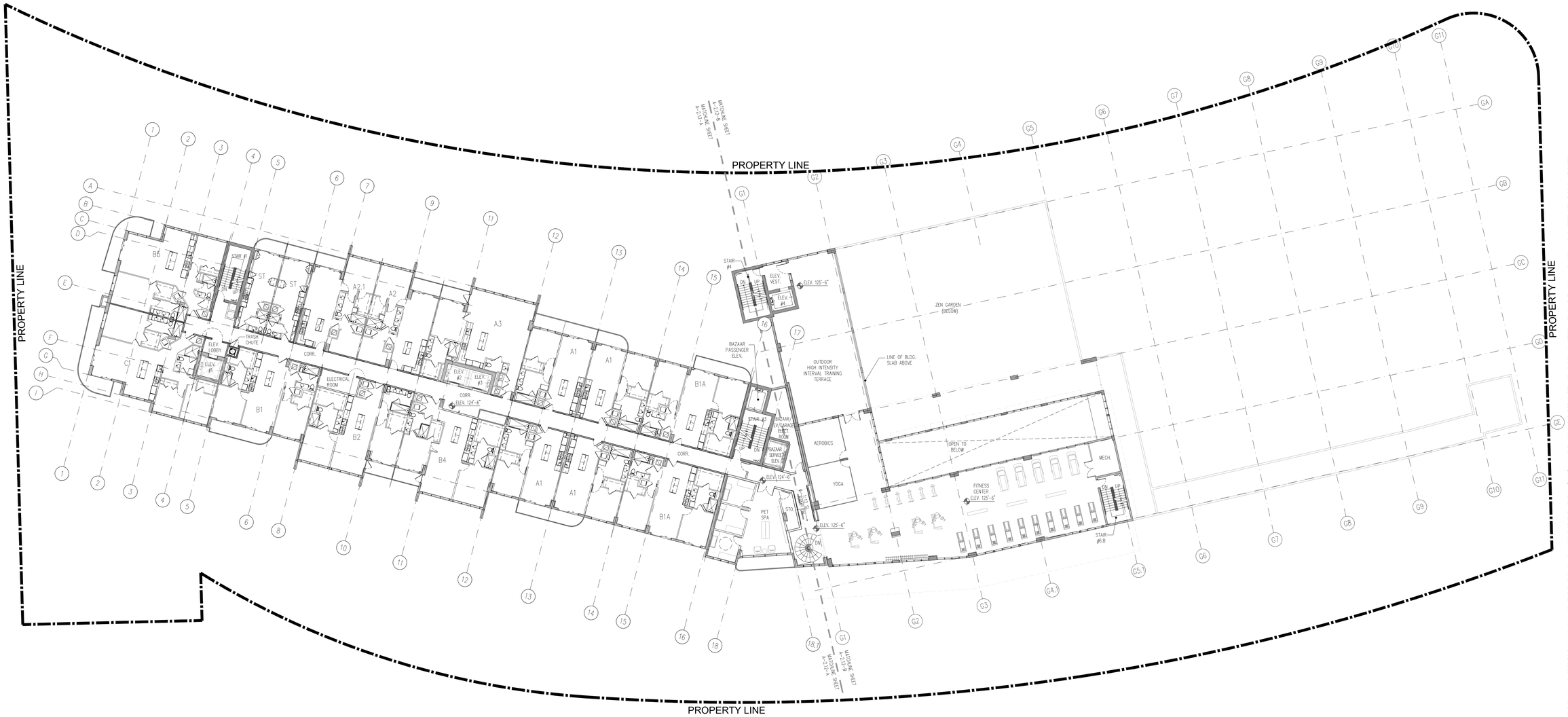
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 11 - PLAN (ZEN GARDEN)
SHEET NUMBER:	A-2.11



OVERALL LEVEL 12 - PLAN (FITNESS CENTER)

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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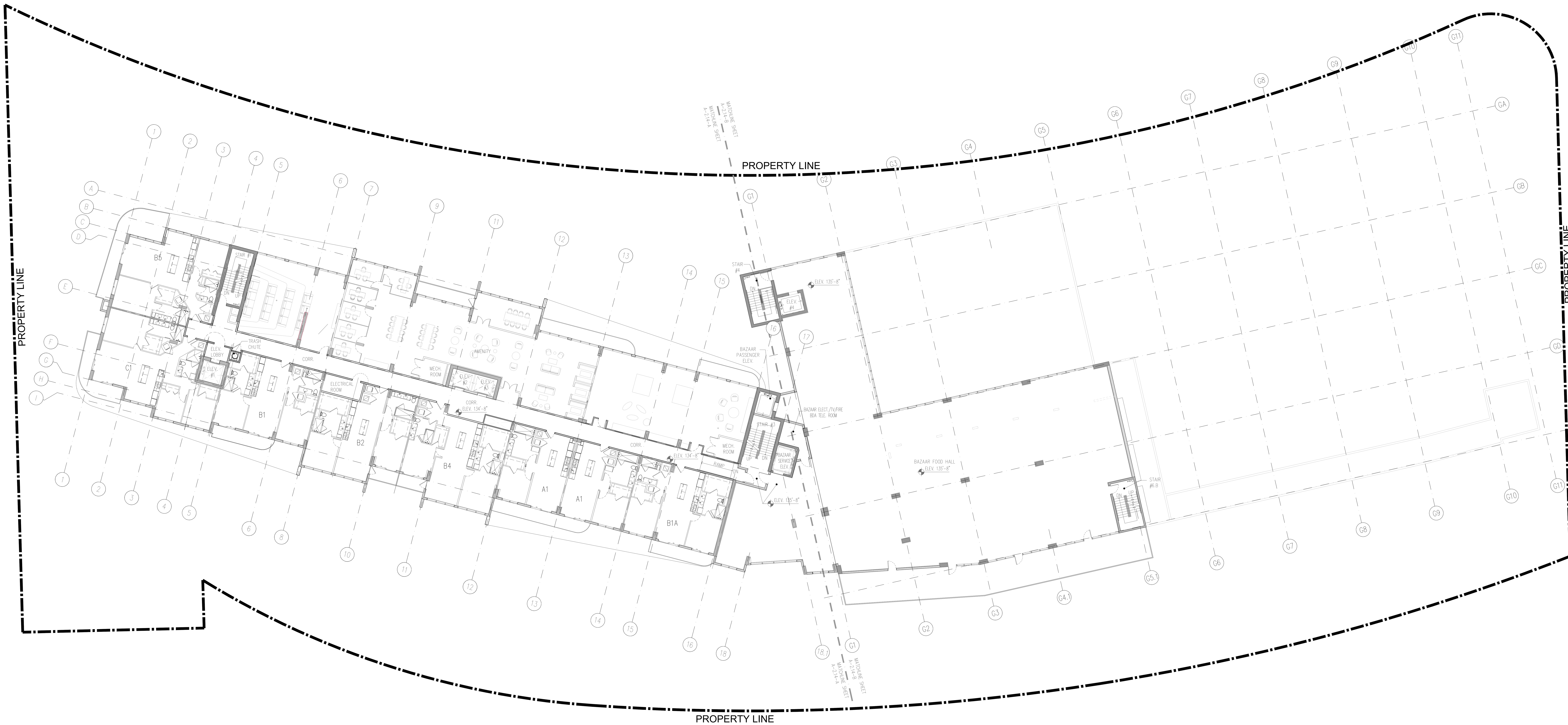
DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 12 - PLAN (FITNESS CENTER)
SHEET NUMBER:	A-2.12



OVERALL LEVEL 14 - PLAN
8 UNITS
SCALE: 1/16" = 1'-0"
NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

JOSE I. SAUMELL
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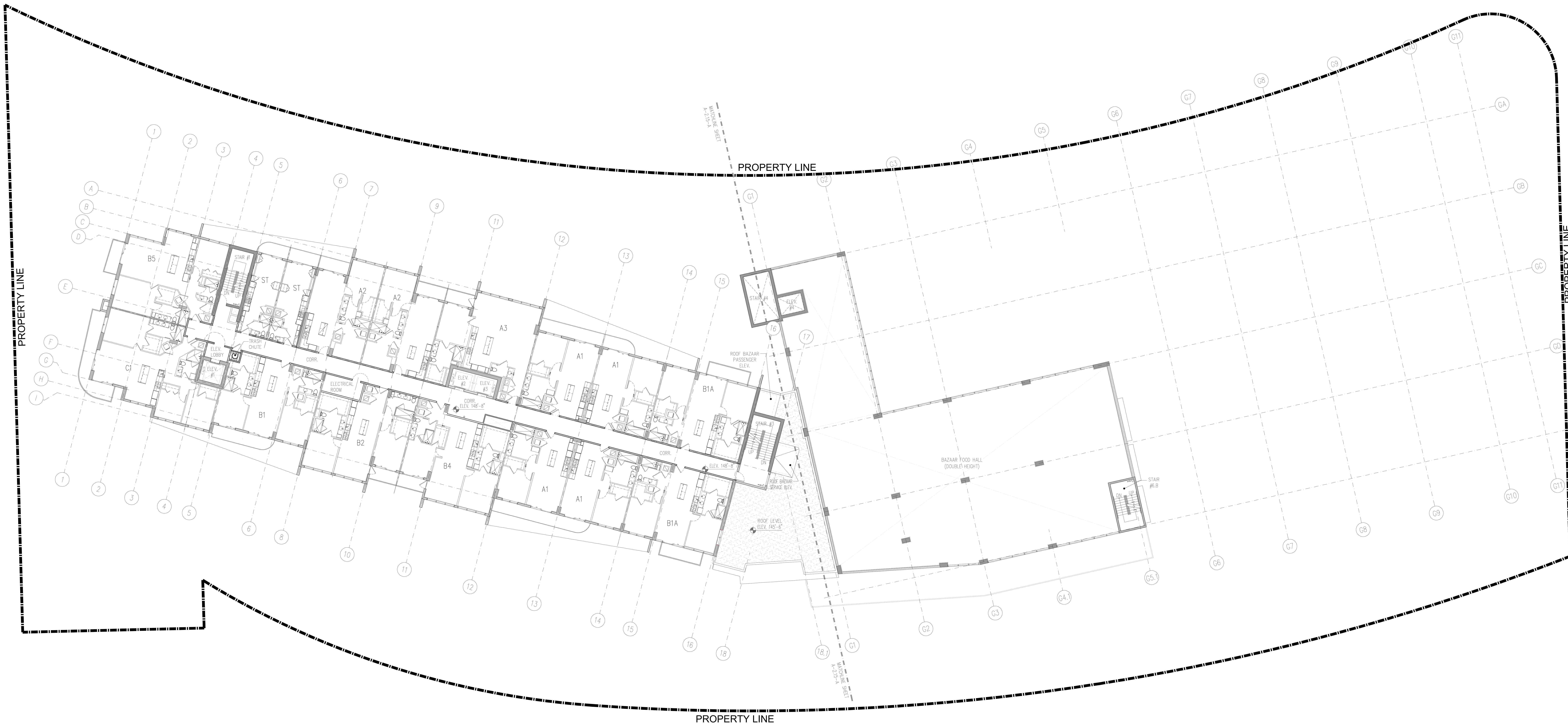
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 14 - PLAN

SHEET NUMBER:
A-2.14



OVERALL LEVEL 15 - PLAN

16 DUS/FL = 112 UNITS SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

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CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL LEVEL 15 - PLAN

SHEET NUMBER:
A-2.15

OVERALL LEVEL 16- PLAN

16 DUS/FL = 112 UNITS SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

JOSE I. SAUMELL
AR0013085

STATE OF FLORIDA — JOSE SAUMELL — AR0013085 — REGISTERED ARCHITECT

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SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 16 - PLAN

SHEET NUMBER:
A-2.16

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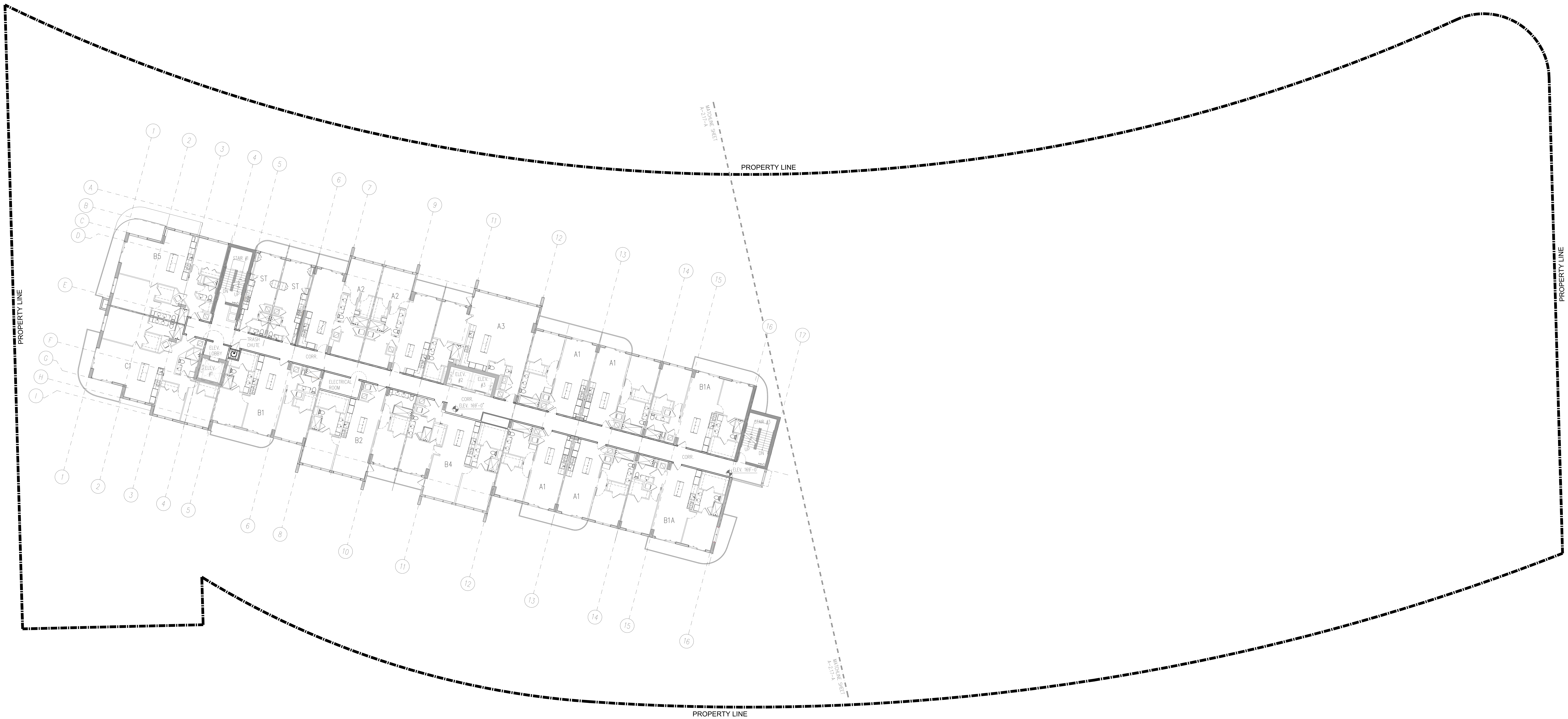

NORTH

OVERALL LEVEL 17 - PLAN

16 UNITS SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

BY

SHOMA NORTH BAY VILLAGE

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SHOMA GROUP
LOCATED AT:
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Jose Saumell

JOSE I. SAUMELL
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JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL LEVEL 17 - PLAN

SHEET NUMBER:
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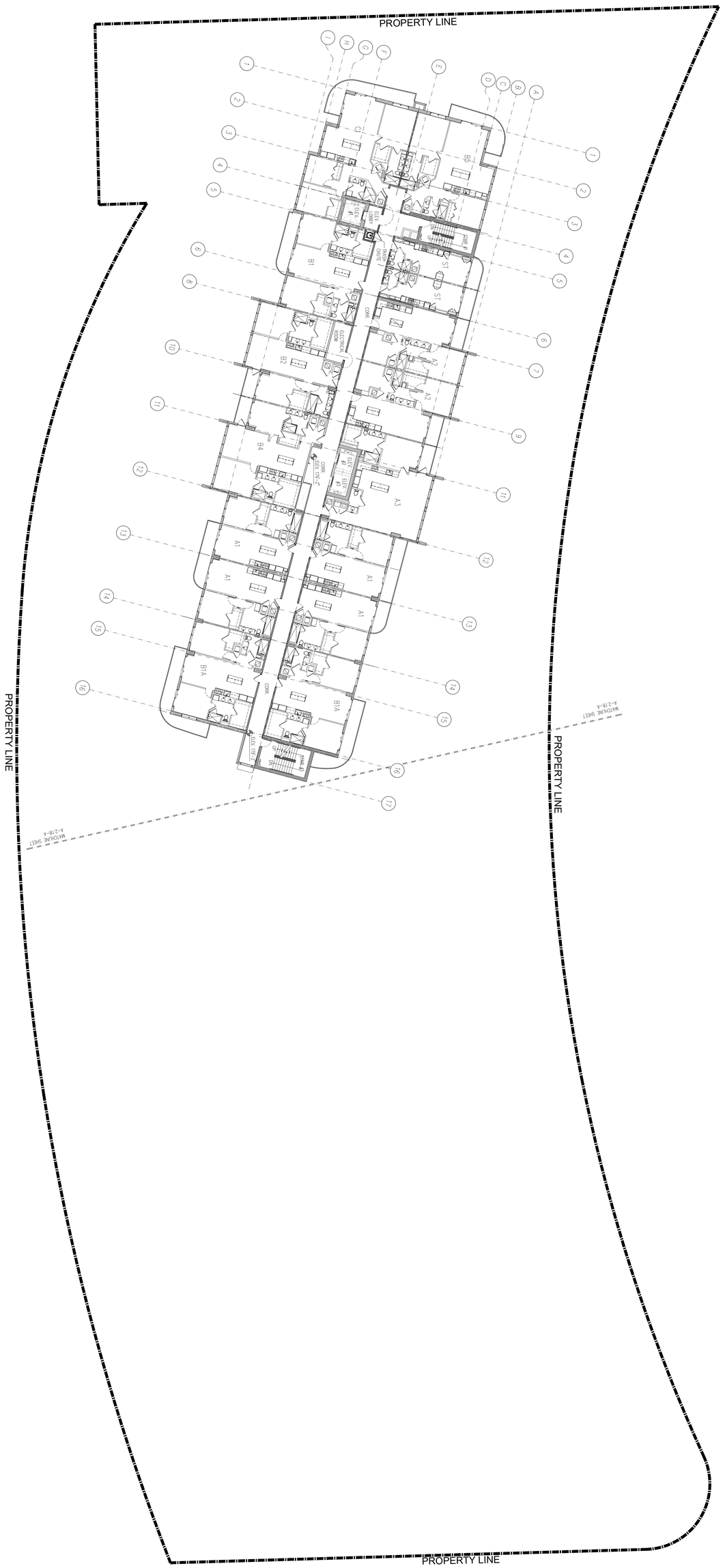

NORTH

OVERALL LEVEL 18 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

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AR0013285

STATE OF FLORIDA
JOSE I. SALAMUEL
REGISTERED ARCHITECT
AR0013285

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 18 - PLAN
SHEET NUMBER:	A-2.18

BY

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OVERALL LEVEL 19 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

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BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
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Jose Saumell

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SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 19 - PLAN

SHEET NUMBER:
A-2.19

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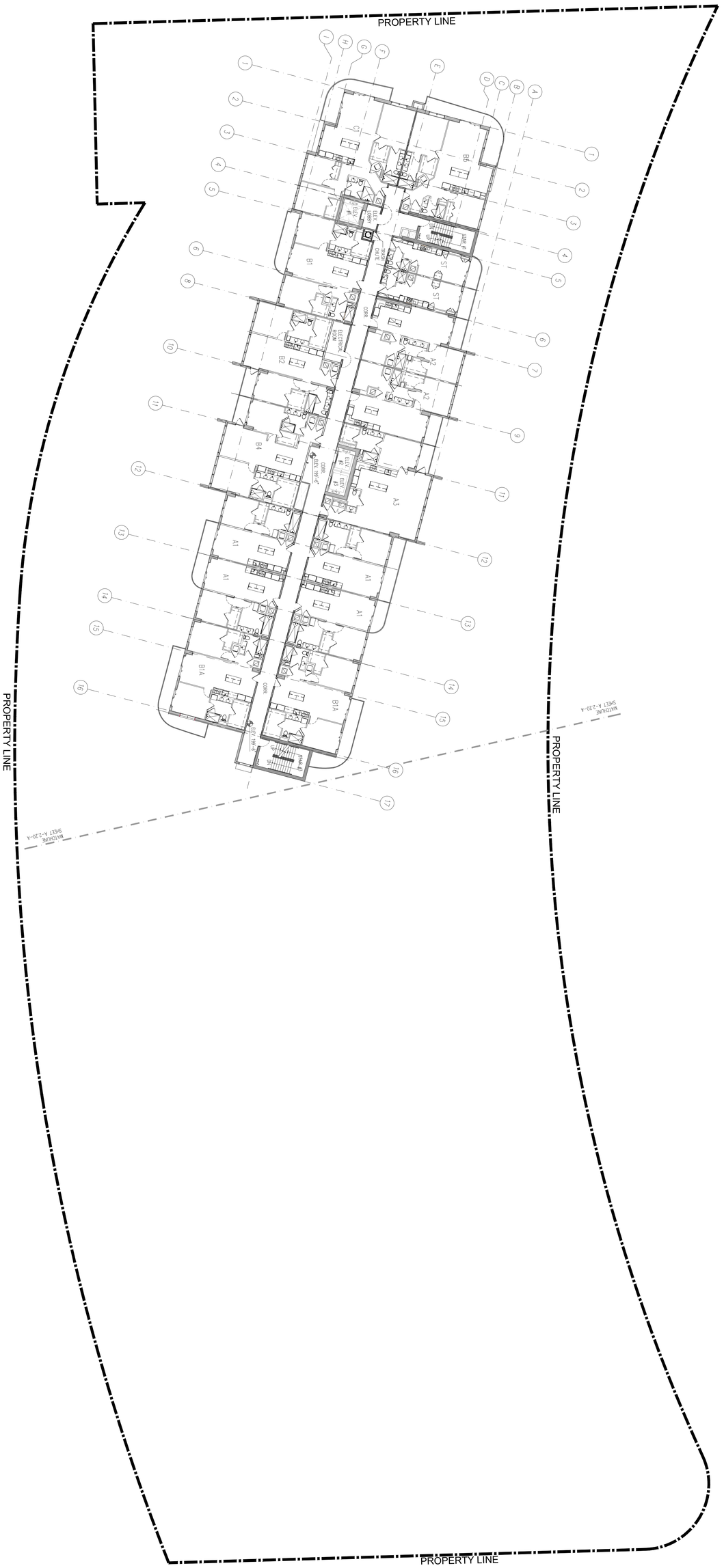

OVERALL LEVEL 20 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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STATE OF FLORIDA
JOSE I. SAAMEÑO
AR0013285
REGISTERED ARCHITECT

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 20 - PLAN
SHEET NUMBER:	A-2.20

BY

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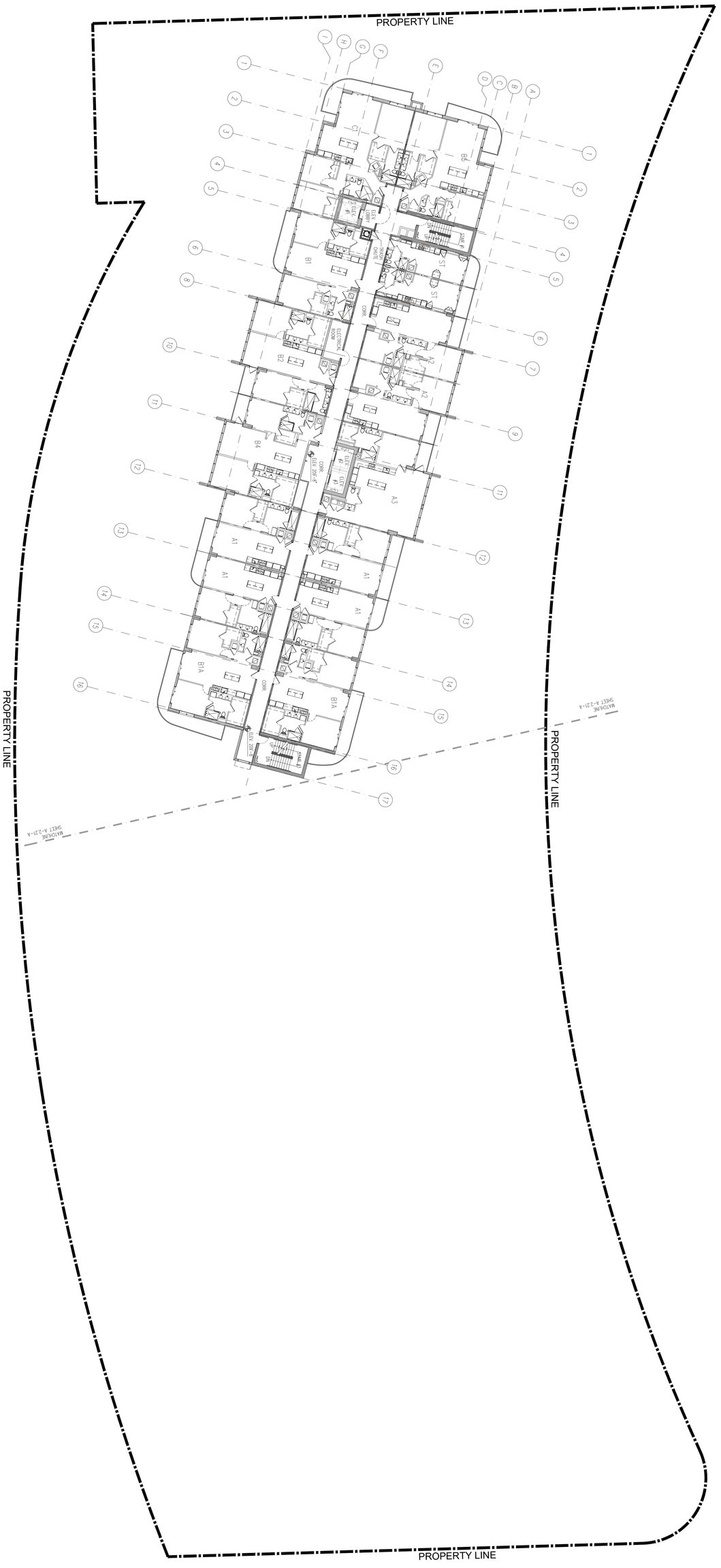

OVERALL LEVEL 21 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

JOSE I. SAAMEÑO
AR0013285

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE:
OVERALL LEVEL 21 - PLAN
SHEET NUMBER:
A-2.21

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OVERALL LEVEL 22 - PLAN

NORTH

16 UNITS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

BY

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS
ARCHITECTURE & PLANNING

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CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 22 - PLAN

SHEET NUMBER:
A-2.22

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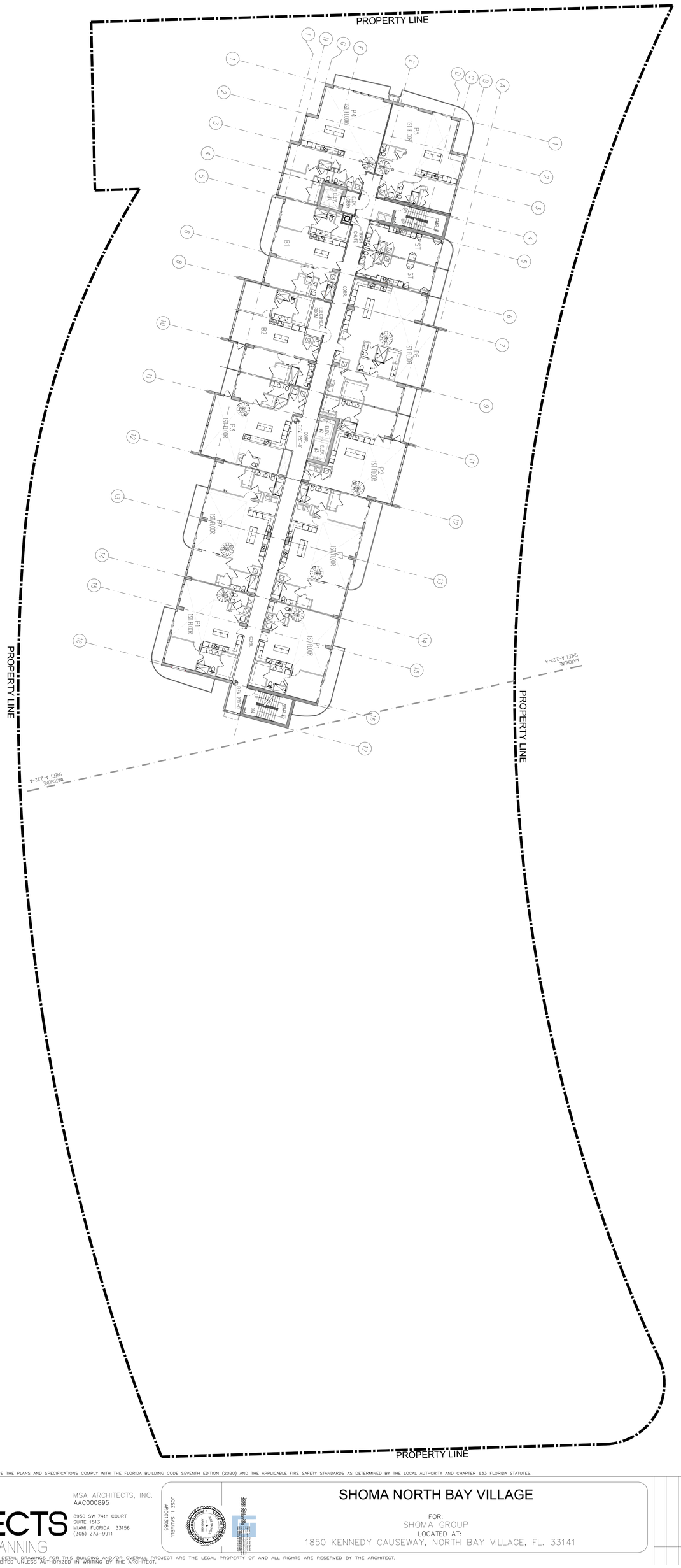

OVERALL LEVEL 23 - PLAN (FIRST FLOOR)

13 UNITS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SALMUELL
AR0013265
STATE OF FLORIDA
REGISTERED ARCHITECT

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	BY
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 23 - PLAN
SHEET NUMBER:	A-2.23

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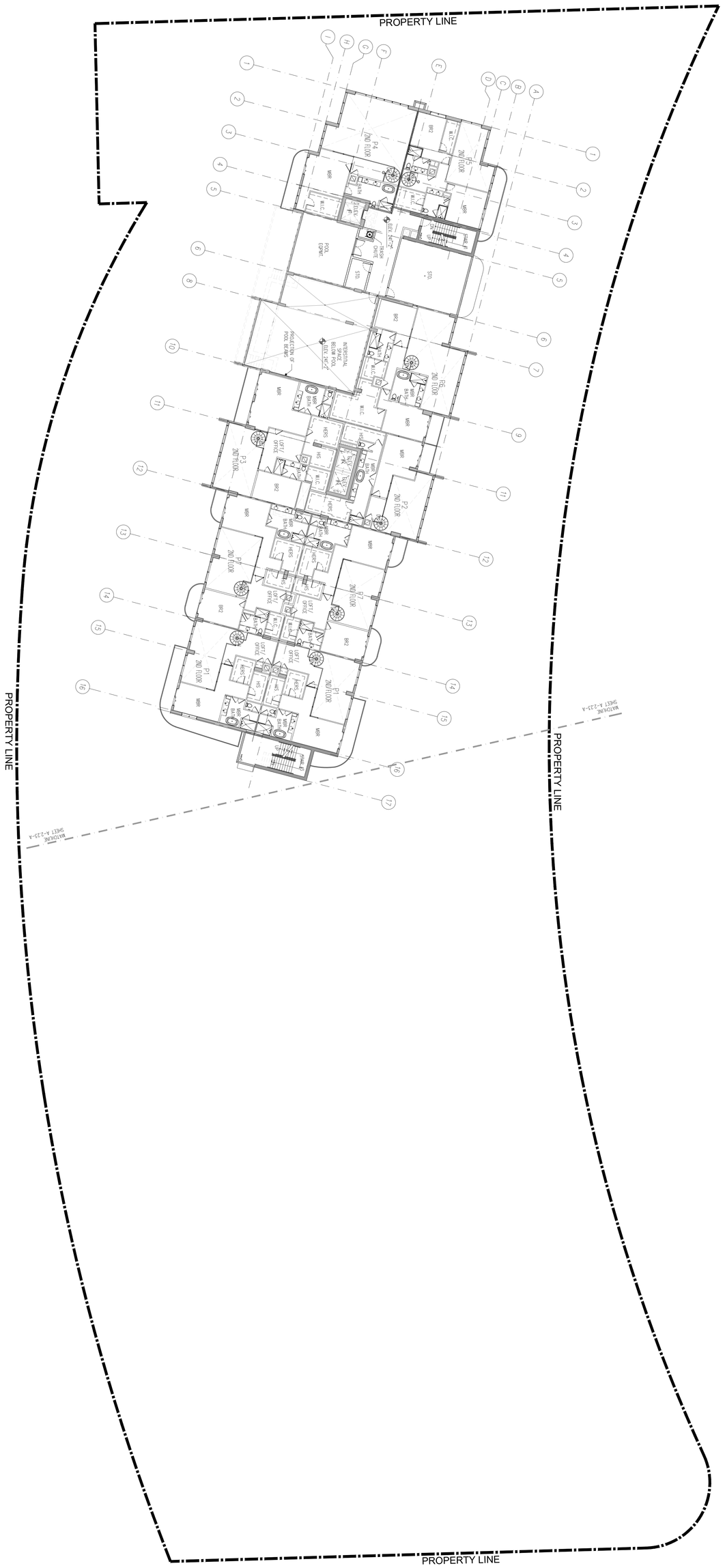

OVERALL LEVEL 23.2 - PLAN (SECOND FLOOR)

(REFER TO A-2.22 FOR UNIR COUNT) SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SAAVEDRA
AR0013285

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: OVERALL LEVEL 23 - PLAN
SHEET NUMBER: A-2.23.2

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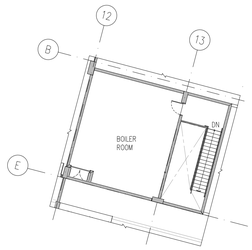
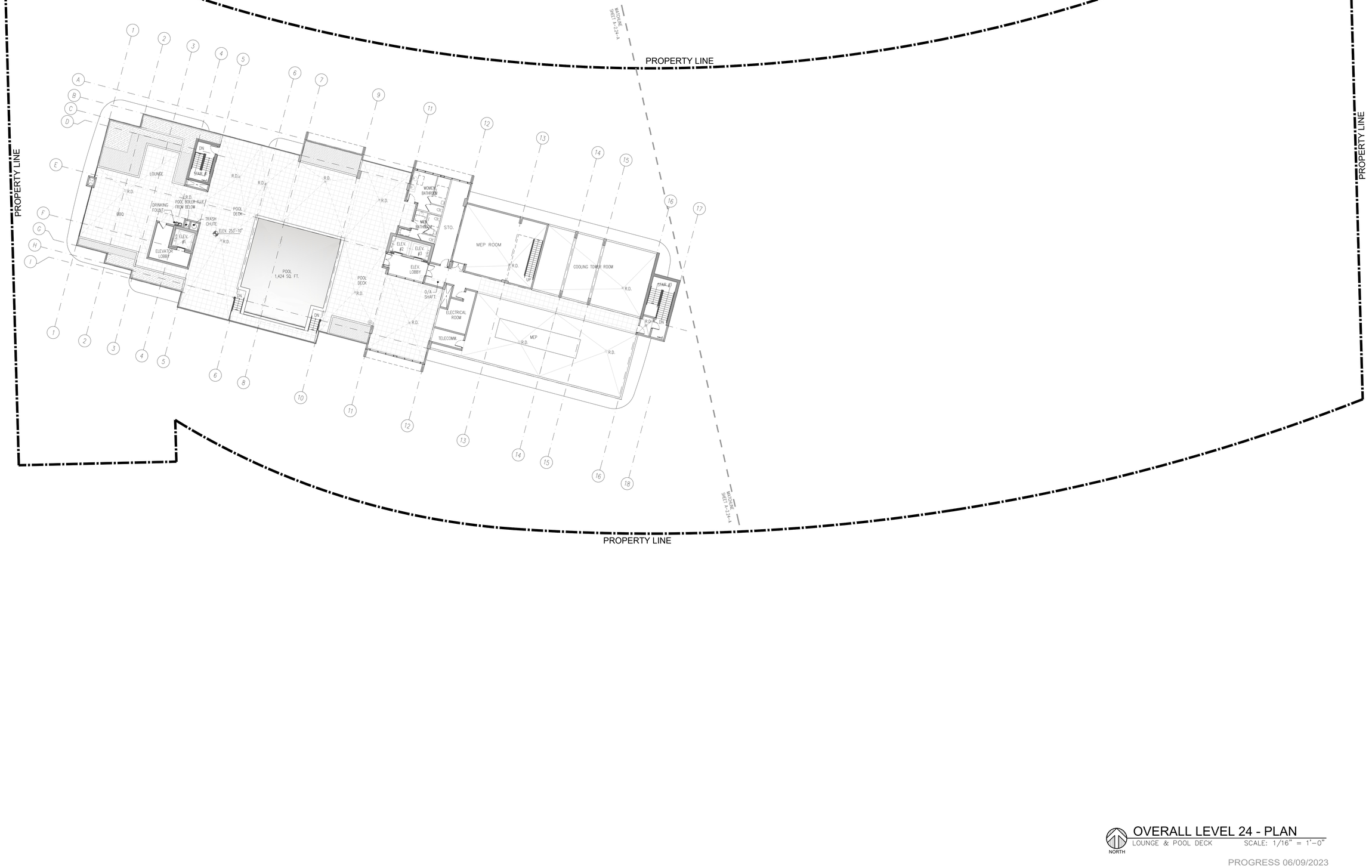


TOP OF ROOF

LEVEL 246'-2" SCALE: 1/16" = 1'-0"



OVERALL LEVEL 24 - PLAN

LOUNGE & POOL DECK SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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BY

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CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 24 - PLAN

SHEET NUMBER:
A-2.24

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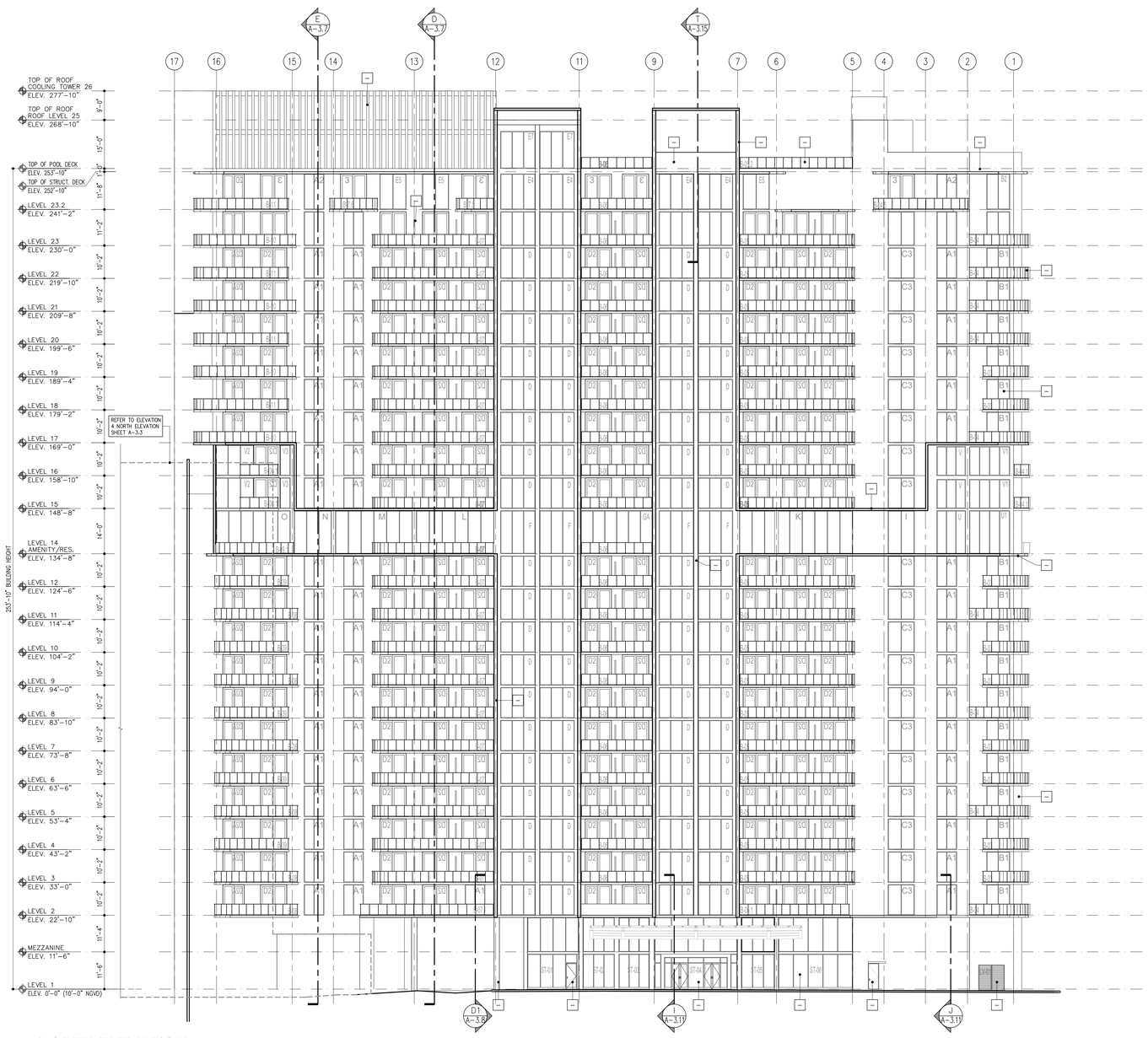
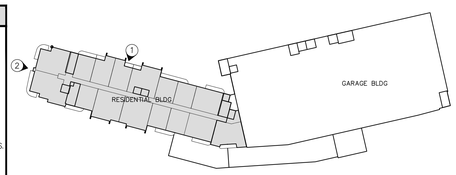


1 NORTH ELEVATION

2 WEST ELEVATION

ELEVATION LEGEND

1. 5/8" LITE-TEXTURED STUCCO FINISH W/ (2) LAYERS ACRYLIC PAINT & (1) LAYER PRIMER.
2. 5/8" SMOOTH STUCCO FINISH W/ (2) LAYERS ACRYLIC PAINT & (1) COAT PRIMER.
3. RAISED STUCCO/ BAND (U.N.O.).
4. IMPACT ALUMINUM SLIDING/SWING GLASS DOORS W/ GREY FRAME
5. IMPACT RATED ALUMINUM GLASS WINDOWS W/ GREY FRAME.
6. IMPACT RATED ALUMINUM GLASS STOREFRONT
7. IMPACT HOLLOW METAL INSULATED DOOR.
8. ALUMINUM PICKET RAILING (G.C. SHALL SUBMIT SHOP DWGS BY FL. LICENSED ENGINEER)
9. PAINTED ALUM. AWNING GC TO SUBMIT SHOP DWGS FOR A/E APPROVAL BY GC'S FL. LICENSED PENALTY ENGINEER.
10. METAL LOUVER G.C. TO SUBMIT VALID N.O.A./PRODUCT APPROVAL AND SHOP DRAWINGS FOR A/E APPROVAL. GC TO COORDINATE WITH LANDLORD'S FUTURE TENANT, MEP CONSULTANT AND FPL FOR SIZE, LOCATION AND REQUIREMENTS (TYP.)
11. DRYER & BATH EXHAUST OR OUTSIDE-AIR INTAKE VENT, REFER TO SERIES "2" BUILDING PLANS, SERIES "4" UNIT PLANS & MEP PLANS FOR ADDITIONAL INFO.
12. SIGNAGE (BY OWNER'S SIGNAGE CONSULTANT. UNDER SEPARATE PERMIT)
13. LIGHT FIXTURE (REFER TO ELEC. PLAN).
14. PAINT W/ (2) LAYERS ACRYLIC PAINT & (1) LAYER PRIMER.
15. TOOLED STUCCO SCORELINE (3/4"W X 1/4"D)
16. CONCRETE EYEBROW
17. ALUM. EYEBROW. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL.
18. VEGETATION/GREEN WALL OVER ALUM. MESH PANEL
19. BACKLIT SIGNAGE BY OWNER'S SIGNAGE CONSULTANT (UNDER SEPARATE PERMIT)
20. IMPACT RATED CAT II SAFETY GLAZING GUARD RAIL (G.C. TO SUBMIT SHOP DWGS BY G.C.'S FL. LICENCED SPECIALTY ENGINEER FOR A/E APPROVAL)
21. CONC. FRAME W/ 5/8" SMOOTH STUCCO Φ ALL SIDES
22. ALUM. FRAME AND MESH (BY G.C.'S FL. LICENCED SPECIALTY ENGINEER. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL). SEE SHEETS A-3.15 & A-3.16 FOR DETAILS.
23. ALUM. TUBE BEAMS (BY G.C.'S FL. LICENSED SPECIALTY ENGINEER. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL). SEE SHEETS A-3.15/A-3.16 FOR DTLS.
24. IMPACT RATED STOREFRONT W/ SPANDREL GLASS (G.C. SHALL SUBMIT VALID NOA AND/OR FLORIDA PRODUCT APPROVAL). PUBLIX SHALL APPROVE SHOP DWGS (BY G.C.) AND NOA
25. ALUM. FRAME AND MESH (BY G.C.'S FL. LICENCED SPECIALTY ENGINEER. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL). SEE SHEETS A-3.15 & A-3.16 FOR DETAILS.
26. ALUM. TRELLIS (BY G.C.'S SPECIALTY ENGINEER. SUBMIT SHOP DWGS FOR APPROVAL BY G.C.'S FL. LICENCED ENGINEER).
27. EMERGENCY OVERFLOW SCUPPER
28. MESH ALUM. RAILING (G.C. TO SUBMIT SHOP DWGS BY G.C.'S FL. LICENCED SPECIALTY ENGINEER FOR A/E APPROVAL)
29. ALUM. PANELING (OR APPROVED EQUAL) BY GC'S SPECIALTY ENGINEER. SUBMIT SHOP DWGS FOR APPROVAL. FIELD VERIFY DIMENSIONS AND OPENINGS PRIOR TO FABRICATION.
30. CONCRETE FIN WITH 5/8" SMOOTH STUCCO. 2 COATS PAINT AND 1 COAT PRIMER.
31. LOUVER. GC TO SUBMIT NOA/PRODUCT APPROVAL & SHOP DWG'S BY GC'S LICENSED ENGINEER. SHALL BE APPROVED BY AOL & PUBLIX.
32. L.E.D. STRIP LIGHT.



KEYPLAN
NORTH
SCALE: N.T.S.

RESIDENTIAL ELEVATIONS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

JOSE I. SAUMELL
AR0013085

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MSA ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.
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	BY

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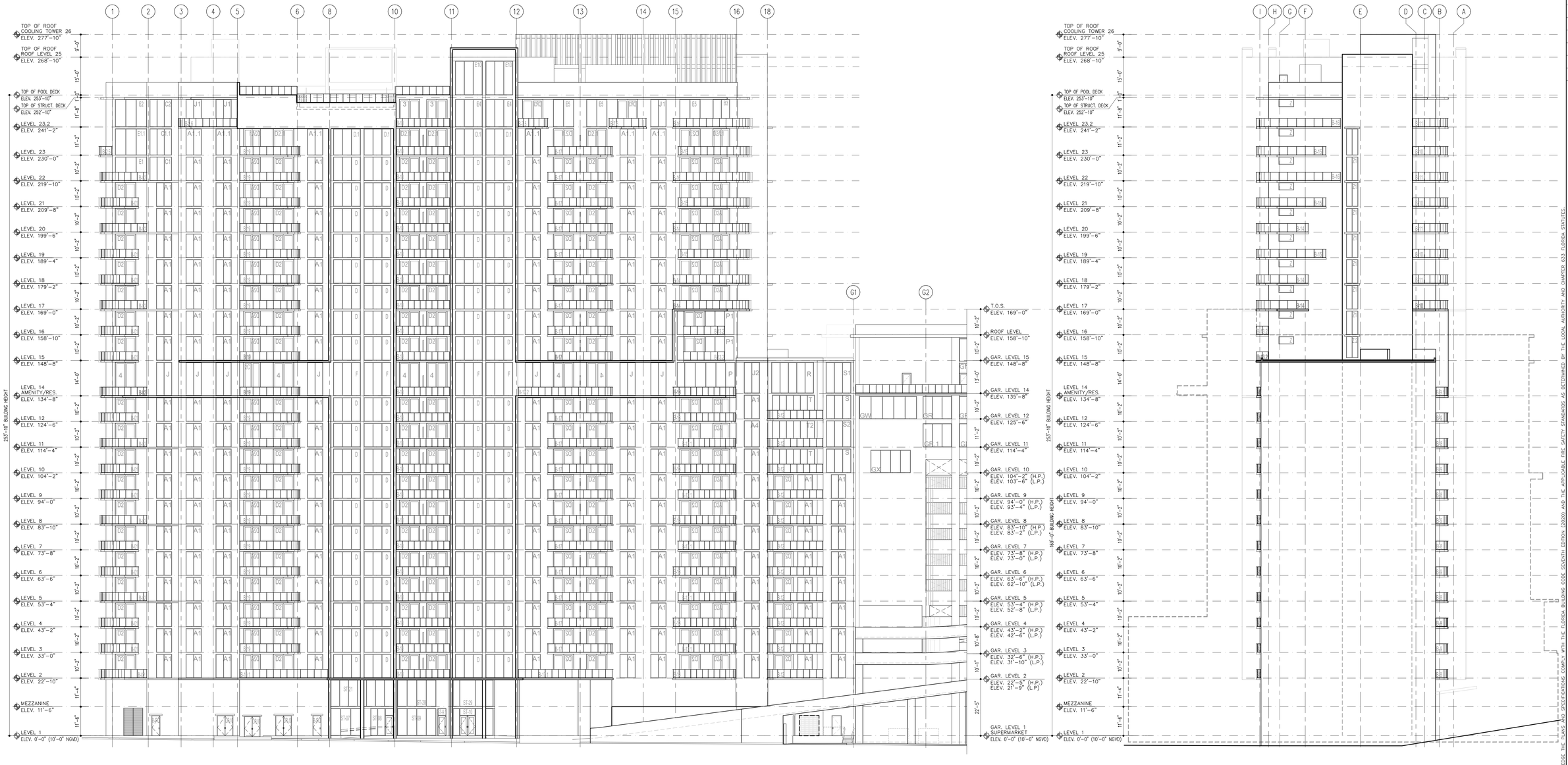
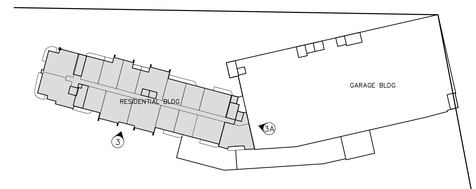
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: RESIDENTIAL ELEVATIONS
SHEET NUMBER: A-3.1



3 SOUTH ELEVATION

3A EAST ELEVATION



KEYPLAN

NORTH

SCALE: N.T.S.

RESIDENTIAL ELEVATIONS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

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SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	RESIDENTIAL ELEVATIONS
SHEET NUMBER:	A-3.2

BY

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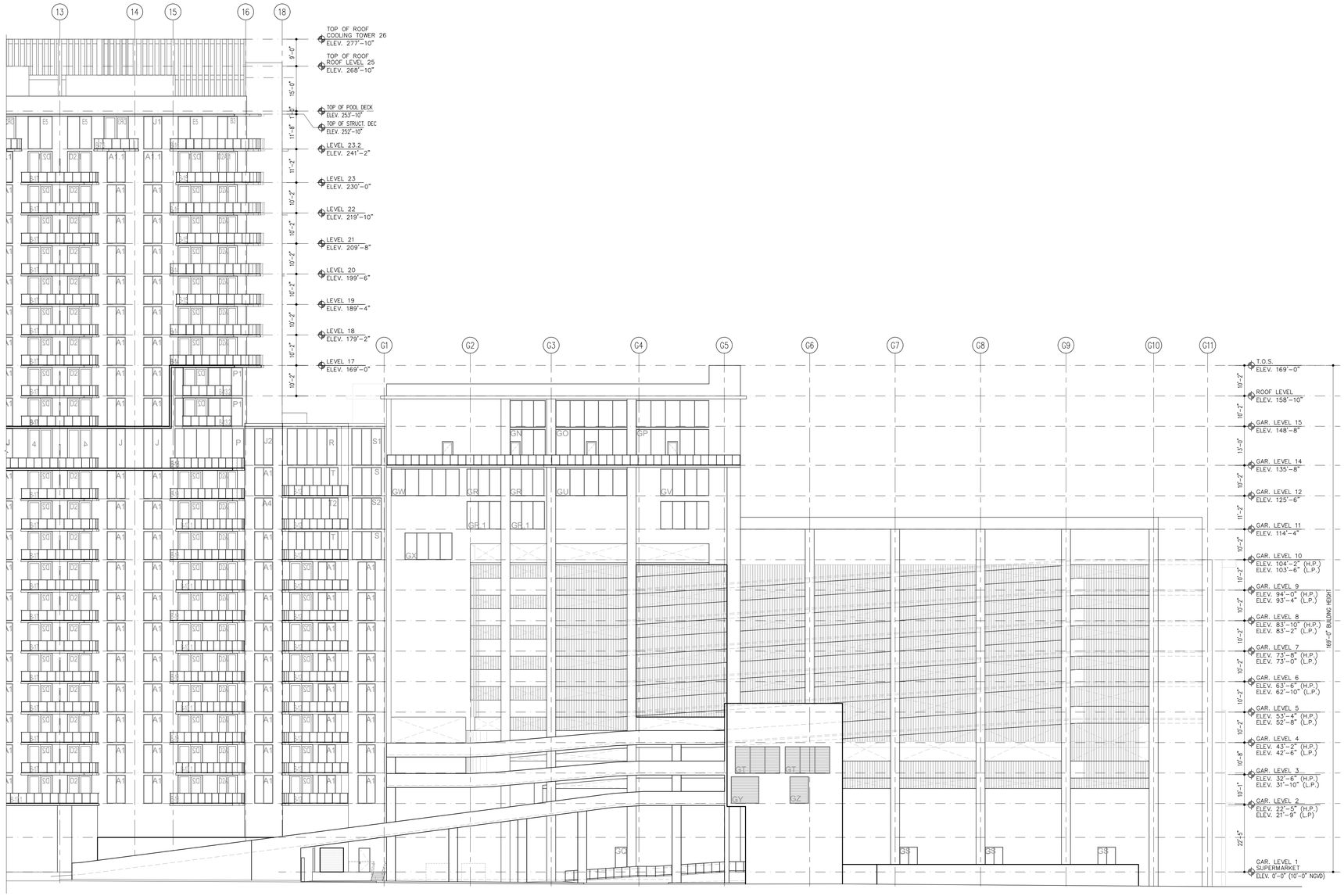
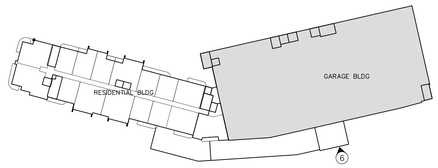


6 SOUTH ELEVATION
GARAGE BLDG



KEYPLAN
NORTH
SCALE: N.T.S.

GARAGE BLDG II
ELEVATIONS
SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.
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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

JOSE I. SAUMELL
AR0013085

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8950 SW 74th COURT
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(786) 217-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

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SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	GARAGE BLDG ELEVATIONS
SHEET NUMBER:	A-3.4

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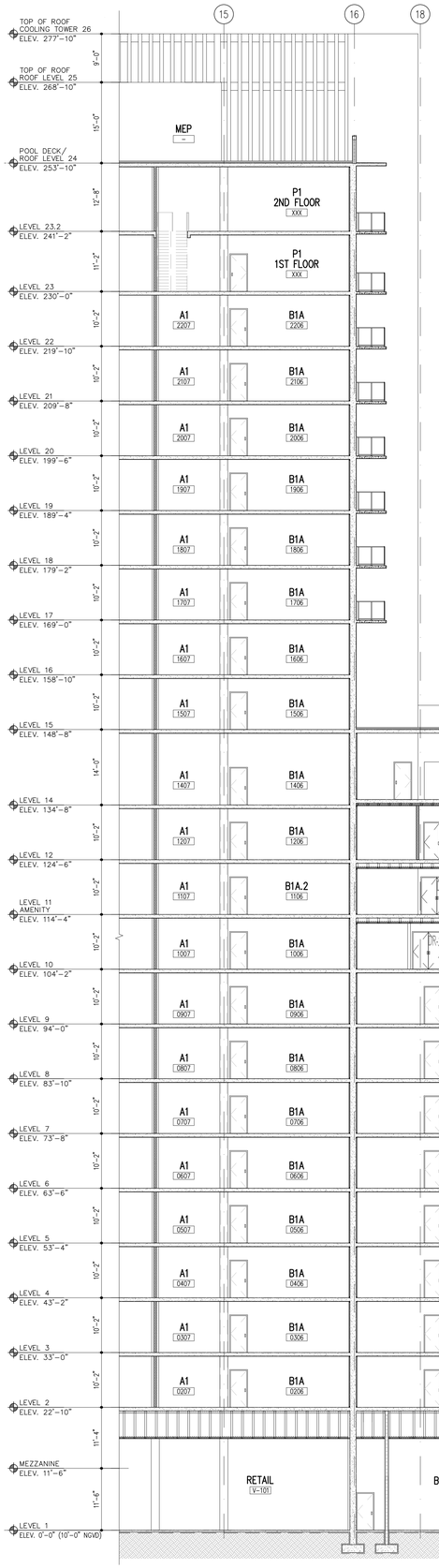
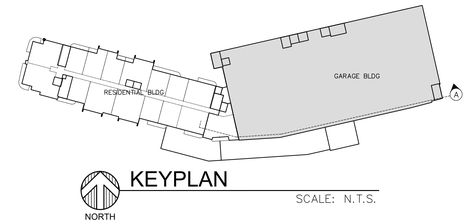
552





KEYPLAN

SCALE: N.T.S.

A SECTION A

BUILDING SECTIONS

SCALE: 3/32" = 1'-0"

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

JOSE I. SAUMELL
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SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE:
SECTION - A

SHEET NUMBER:
A-3.5

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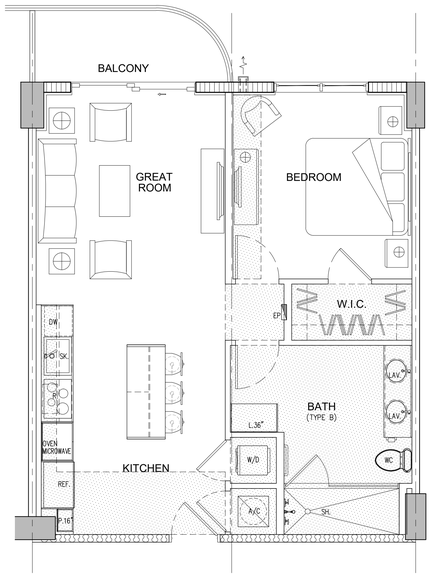

UNIT A1

(1 BD/1 BTH)

GROSS A/C AREA = 750 SQ. FT.
BALCONY = 60 SQ. FT.

(78 DU'S)

0202	0203	0207	0208	0302	0303	0307	0308
0402	0403	0407	0408	0502	0503	0507	0508
0602	0603	0607	0608	0702	0703	0707	0708
0802	0803	0807	0808	0902	0903	0907	0908
1002	1003	1007	1008	1102	1103	1107	1108
1202	1203	1207	1208			1407	1408
1502	1503	1507	1508	1602	1603	1607	1608
1702	1703	1707	1708	1802	1803	1807	1808
1902	1903	1907	1908	2002	2003	2007	2008
2102	2103	2107	2108	2202	2203	2207	2208
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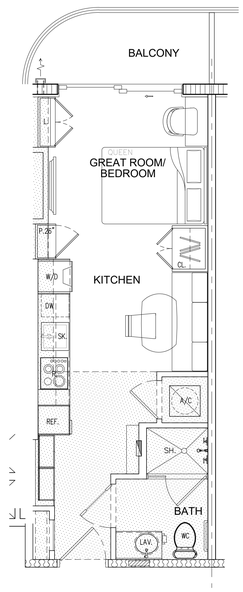


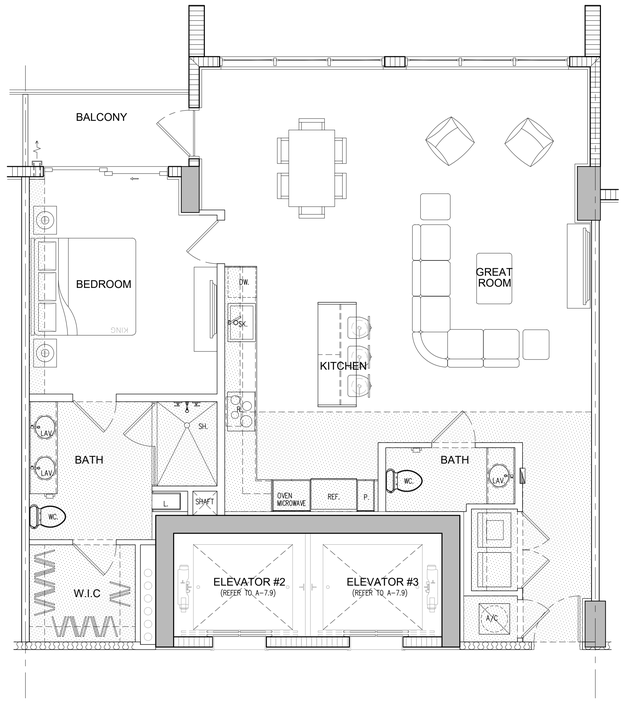
UNIT STUDIO (ST)

(0 BD/1 BTH)

GROSS A/C AREA =376 SQ. FT.
(SEE MECH. DWG'S FOR EXHAUST)
BALCONY= 56 SQ. FT.

(40 DU'S)

0214	0215	0314	0315	0414	0415
0514	0515	0614	0615	0714	0715
0814	0815	0914	0915	1014	1015
1114	1115	1214	1215		
1514	1515	1614	1615	1714	1715
1814	1815	1914	1915	2014	2015
2114	2115	2214	2215	2314	2315
MIRRORED		MIRRORED		MIRRORED	



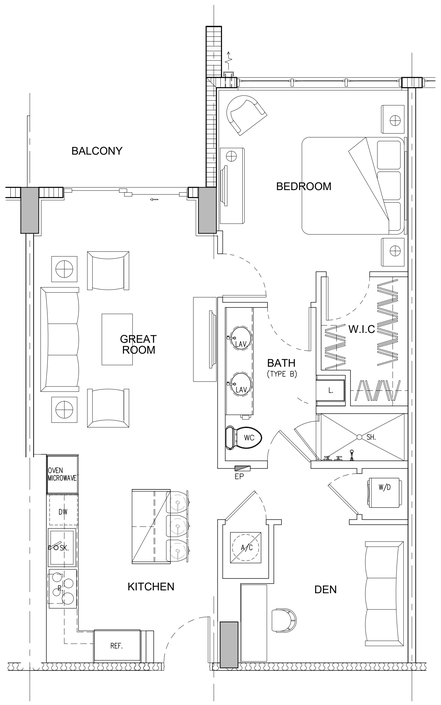
UNIT A3

(1 BD/1.5 BTH)

GROSS A/C AREA = 1187 SQ. FT.
BALCONY = 53 SQ. FT.

(19 DU'S)

0201	0301	0401	0501
0601	0701	0801	0901
1001	1101	1201	
1501	1601	1701	1801
1901	2001	2101	2201



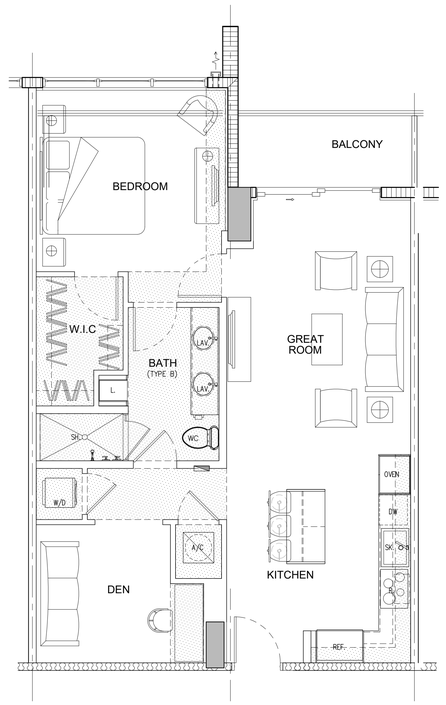
UNIT A2.1

(1 BD/1 BTH + DEN)

GROSS A/C AREA = 871 SQ. FT.
BALCONY = 57 SQ. FT.

(19 DU'S)

0216	0316	0416
0516	0616	0716
0816	0916	1016
1116	1216	
1516	1616	1716
1816	1916	2016
2116	2216	



UNIT A2

(1 BD/1 BTH + DEN)

GROSS A/C AREA = 881 SQ. FT.
BALCONY = 57 SQ. FT.

(19 DU'S)

0217	0317	0417
0517	0617	0717
0817	0917	1017
1117	1217	
1517	1617	1717
1817	1917	2017
2117	2217	

UNIT PLANS

SCALE: 1/4" = 1'-0"

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

F:\SAVE\JOBS\1952\pl\SET PACKAGE\1952.DWG 4-6\A2\2\1952-A-4.1.dwg 06/30/21 7:57:56 AM cbell1 DWG TO PDF.pc3 CTB

JOSE I. SAUMELL
AR0013085

STATE OF FLORIDA
JOSE SAUMELL
REGISTERED ARCHITECT
AR0013085

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AA0000895
8950 SW 74th COURT
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ARCHITECTURE & PLANNING

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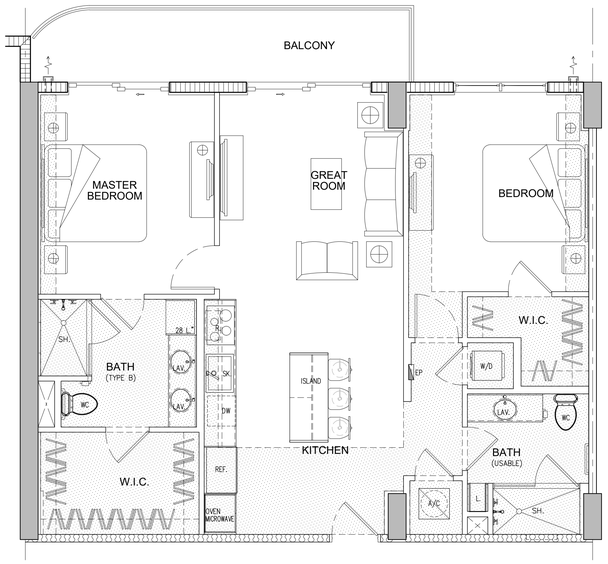
DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE: UNIT PLANS

SHEET NUMBER: A-4.1



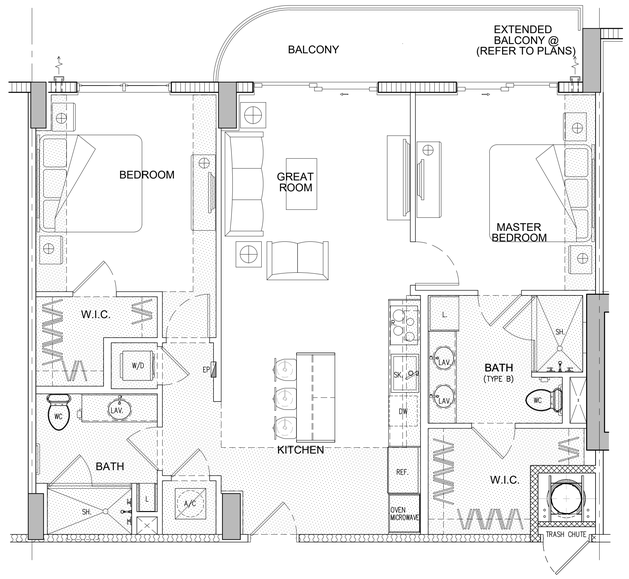
UNIT B1A

(2 BD/2 BTH)

GROSS A/C AREA = 1093 SQ. FT.
BALCONY = 123 SQ. FT.

(38 DU'S)

0204	0304	0404	0206	0306	0406
0504	0604	0704	0506	0606	0706
0804	0904	1004	0806	0906	1006
1104	1204			1206	1406
1504	1604	1704	1506	1606	1706
1804	1904	2004	1806	1906	2006
2104	2204		2106	2206	



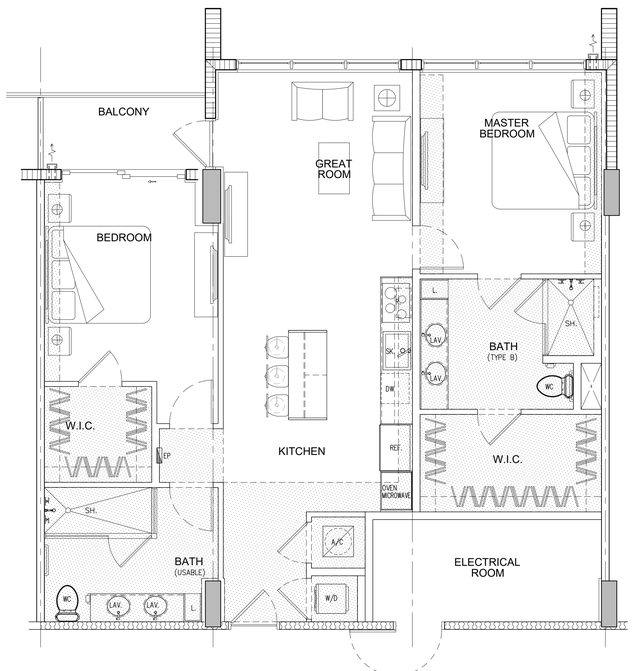
UNIT B1

(2 BD/2 BTH)

GROSS A/C AREA = 1085 SQ. FT.
BALCONY = 115 SQ. FT.

(21 DU'S)

0211	0311	0411	0511	0611	0711
0811	0911	1011	1111	1211	1411
1511	1611	1711	1811	1911	2011
2111	2211	2311			



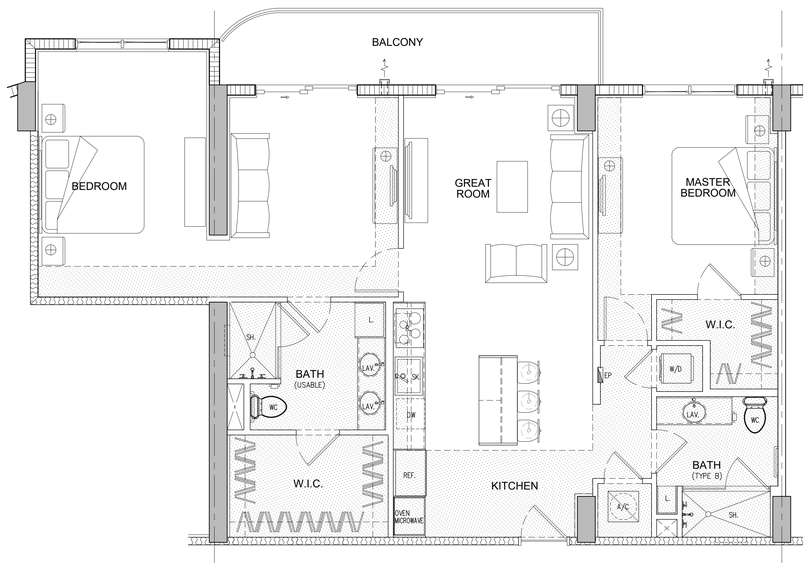
UNIT B2

(2 BD/2 BTH)

GROSS A/C AREA = 1183 SQ. FT.
BALCONY = 54 SQ. FT.

(21 DU'S)

0210	0310	0410
0510	0610	0710
0810	0910	1010
1110	1210	1410
1510	1610	1710
1810	1910	2010
2110	2210	2310



UNIT B1A.2

(2 BD/2 BTH)

1106

GROSS A/C AREA = 1304 SQ. FT.
BALCONY = 123 SQ. FT.

(1 DU)

UNIT PLANS

SCALE: 1/4" = 1'-0"

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JOSE I. SAUMELL
AR0013085

SHOMA NORTH BAY VILLAGE

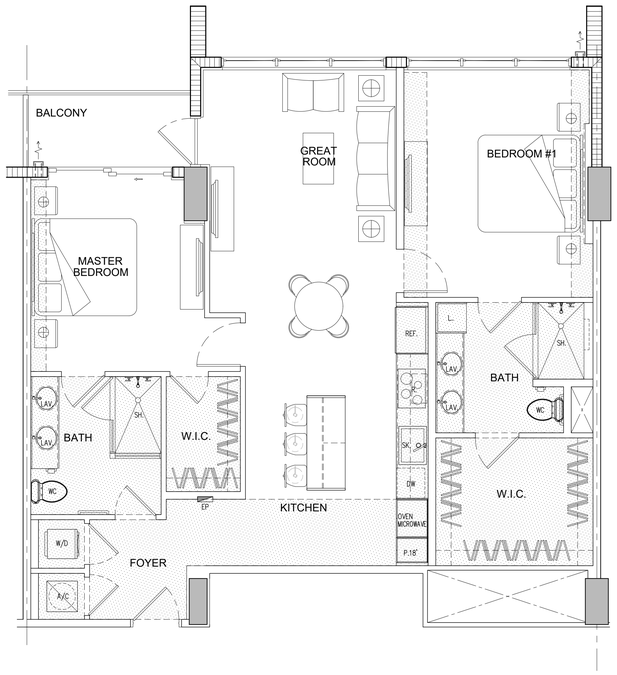
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.2

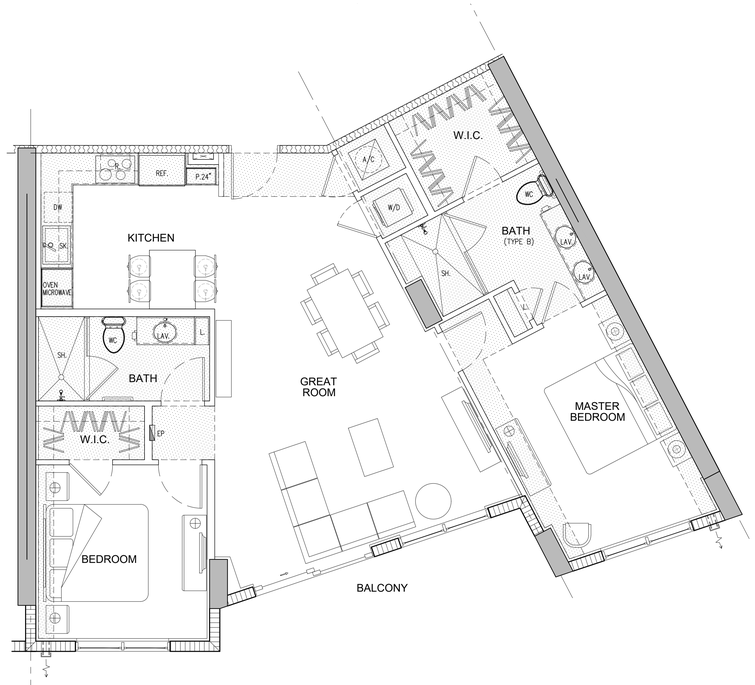


UNIT B4

(2 BD/2 BTH)
(20 DU'S)

GROSS A/C AREA = 1214 SQ. FT.
BALCONY = 54 SQ. FT.

0209	0309	0409
0509	0609	0709
0809	0909	1009
1109	1209	1409
1509	1609	1709
1809	1909	2009
2109	2209	
MIRRORED	MIRRORED	MIRRORED

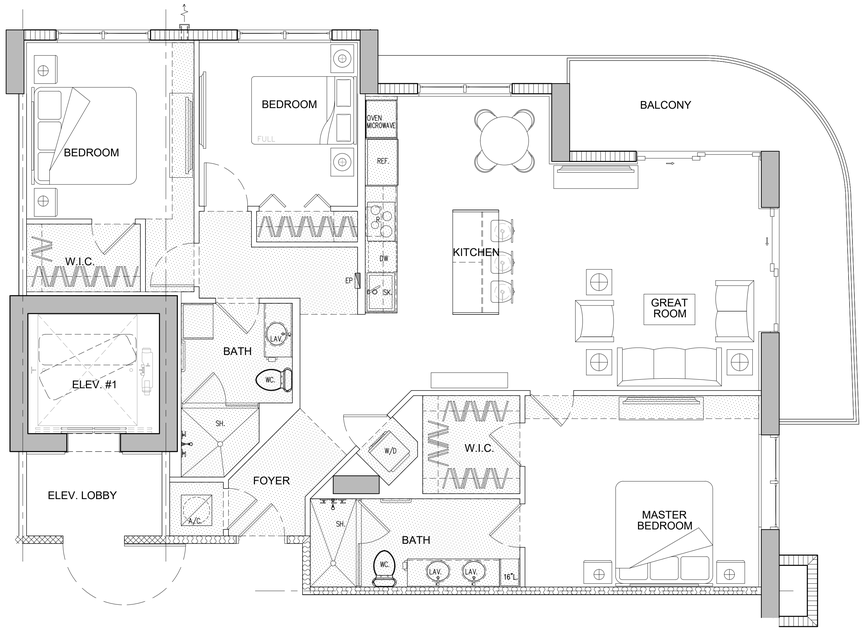


UNIT B3

(2 BD/2 BTH)
(8 DU'S)

GROSS A/C AREA = 1203 SQ. FT.
BALCONY = 109 SQ. FT.

0205
0305
0405
0505
0605
0705
0805
0905

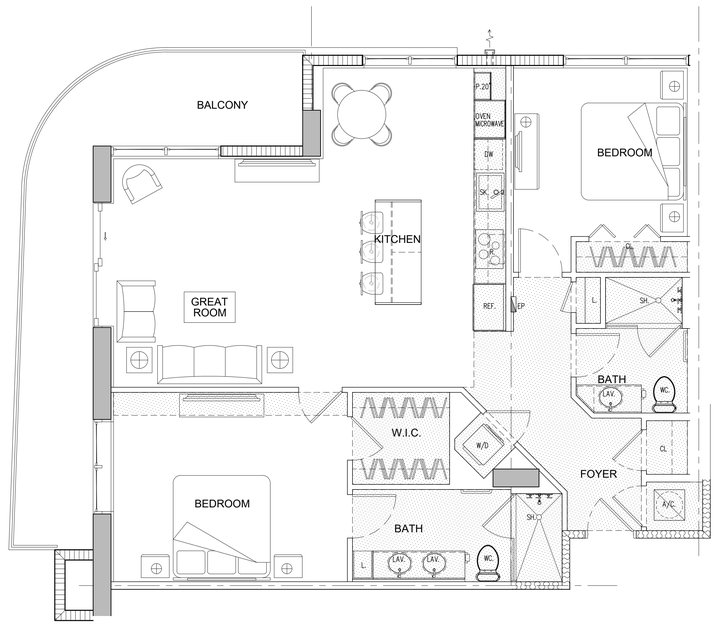


UNIT C1

(2 BD/2 BTH)
(20 DU'S)

GROSS A/C AREA = 1443 SQ. FT.
BALCONY = 205 SQ. FT.

0212	0312	0412	0512
0612	0712	0812	0912
1012	1112	1212	1412
1512	1612	1712	1812
1912	2012	2112	2212



UNIT B5

(2 BD/2 BTH)
(20 DU'S)

GROSS A/C AREA = 1253 SQ. FT.
BALCONY = 236 SQ. FT.

0213	0313	0413	0513
0613	0713	0813	0913
1013	1113	1213	1413
1513	1613	1713	1813
1913	2013	2113	2213

UNIT PLANS

SCALE: 1/4" = 1'-0"

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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AR0013085

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CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	UNIT PLANS
SHEET NUMBER:	A-4.3

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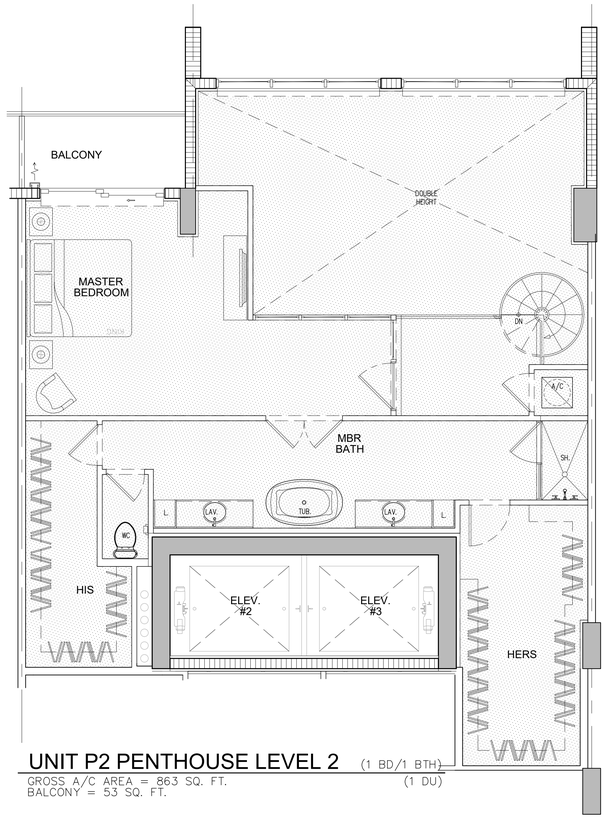
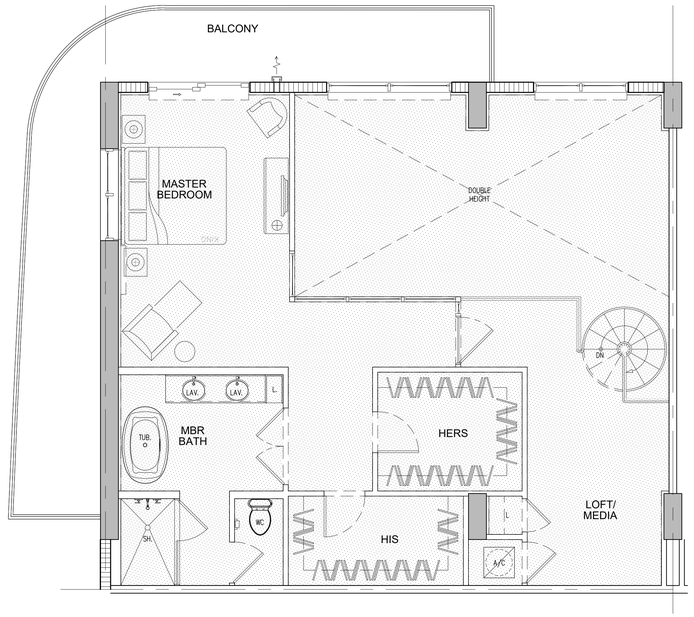


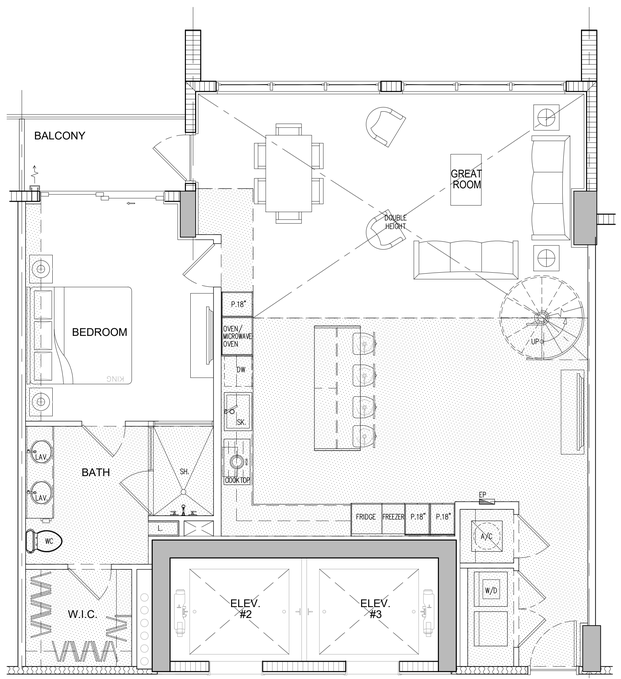
UNIT P2 PENTHOUSE LEVEL 2 (1 BD/1 BTH)

GROSS A/C AREA = 863 SQ. FT. (1 DU)
BALCONY = 53 SQ. FT.



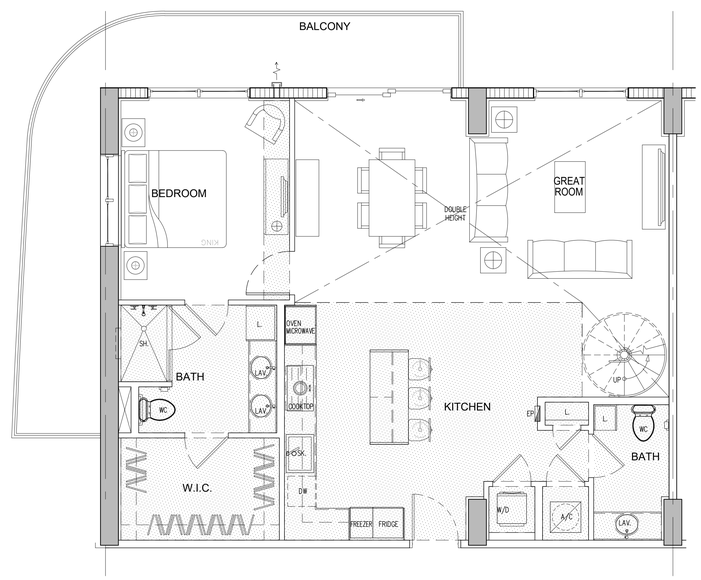
UNIT P1 PENTHOUSE LEVEL 2 (1 BD/1 BTH + LOFT/MEDIA ROOM)

GROSS A/C AREA = 859 SQ. FT. (2 DU'S)
BALCONY = 284 SQ. FT..



UNIT P2 PENTHOUSE LEVEL 1 (1 BD/1 BTH)

GROSS A/C AREA = 1199 SQ. FT. (1 DU)
BALCONY = 53 SQ. FT..



UNIT P1 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH)

GROSS A/C AREA = 1,120 SQ. FT. (2 DU'S)
BALCONY = 244 SQ. FT.

UNIT PLANS

SCALE: 1/4" = 1'-0"

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JOSE I. SAUMELL
AR0013085

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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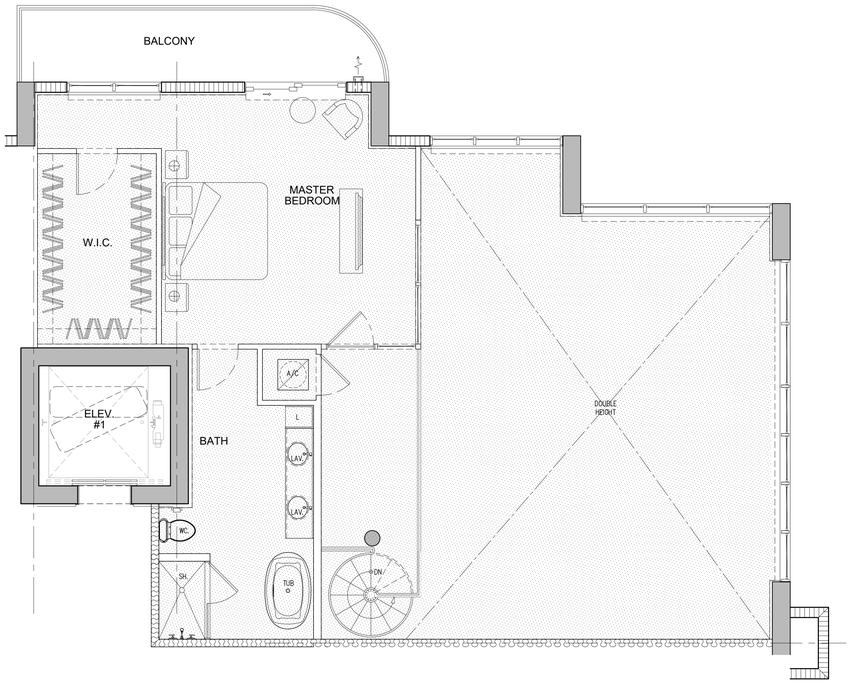
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

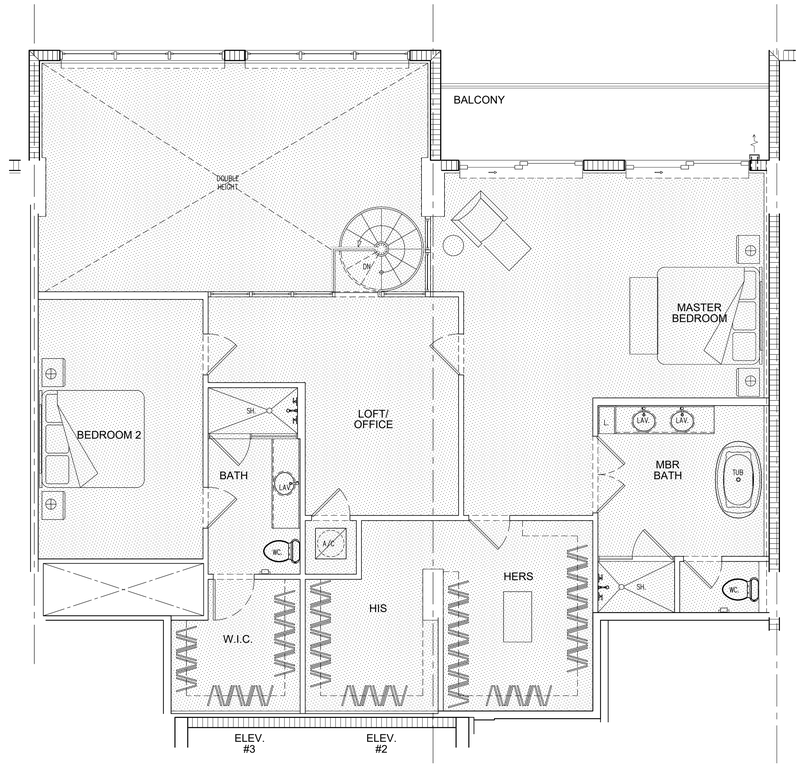
SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.4



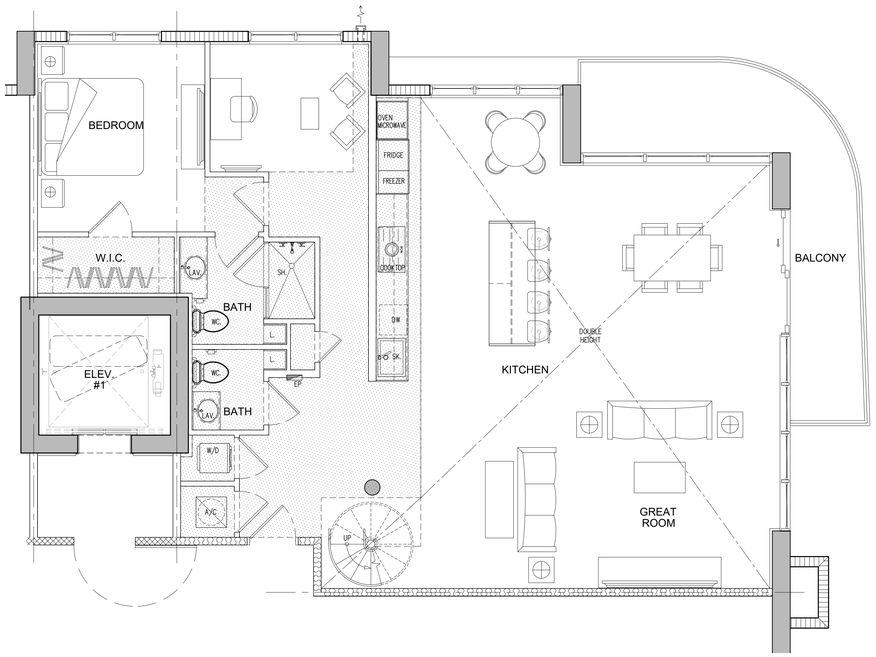
UNIT P4 PENTHOUSE LEVEL 2 (1 BD/1 BTH)

GROSS A/C AREA = 754 SQ. FT. (1 DU)
BALCONY = 116 SQ. FT.



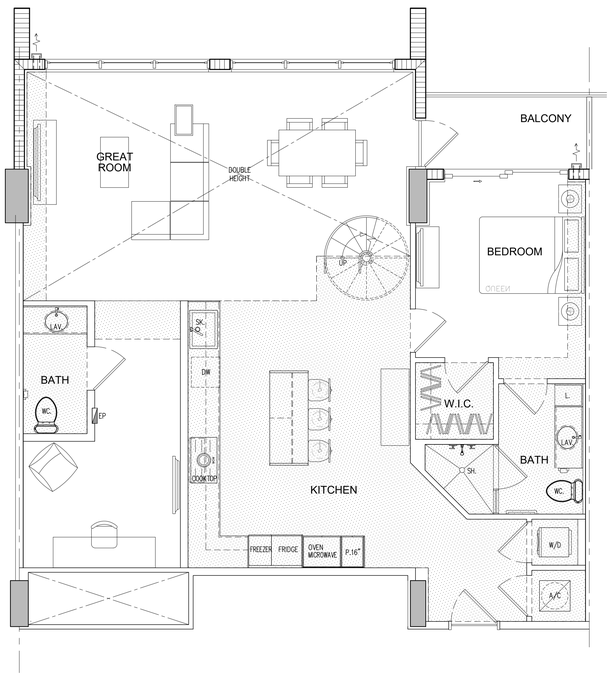
UNIT P3 PENTHOUSE LEVEL 2 (2 BD/2 BTH + LOFT/OFFICE)

GROSS A/C AREA = 1378 SQ. FT. (1 DU)
BALCONY = 107 SQ. FT.



UNIT P4 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH+OFFICE)

GROSS A/C AREA = 1443 SQ. FT. (1 DU)
BALCONY = 205 SQ. FT..



UNIT P3 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH + OFFICE)

GROSS A/C AREA = 1214 SQ. FT. (1 DU)
BALCONY = 53 SQ. FT..

UNIT PLANS

SCALE: 1/4" = 1'-0"

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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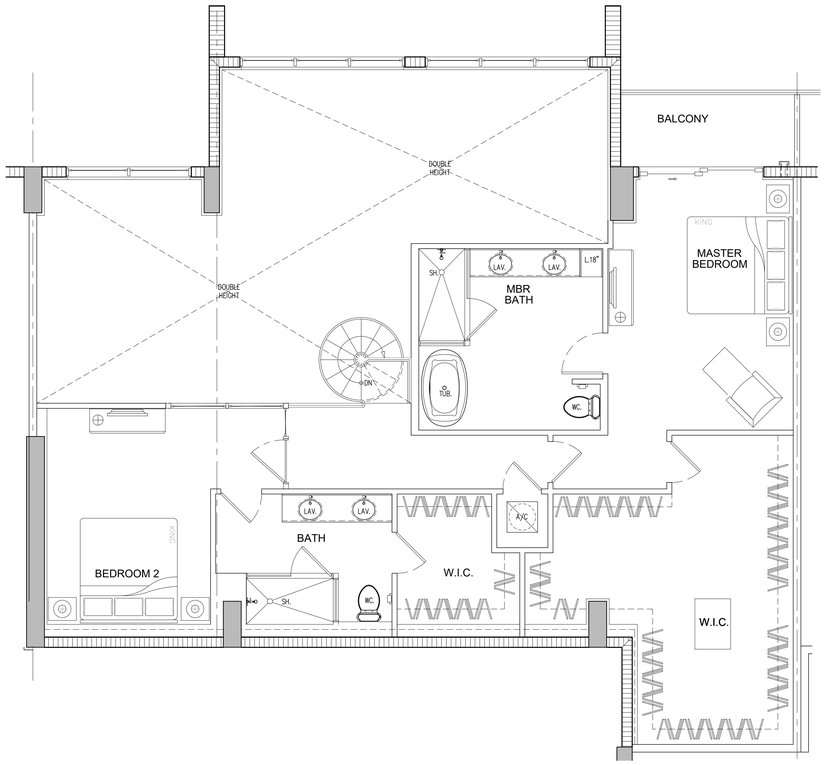
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

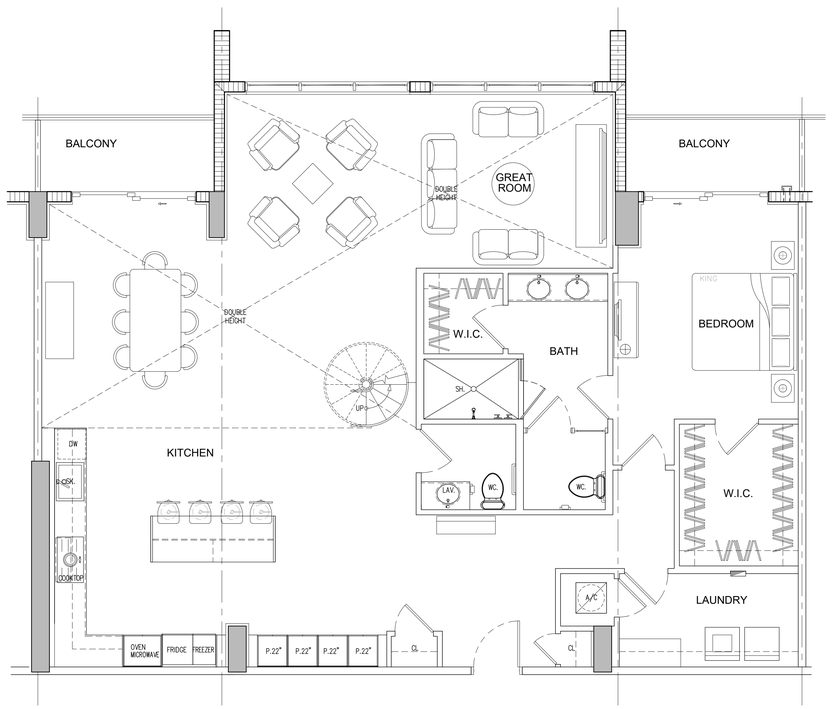
SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.5



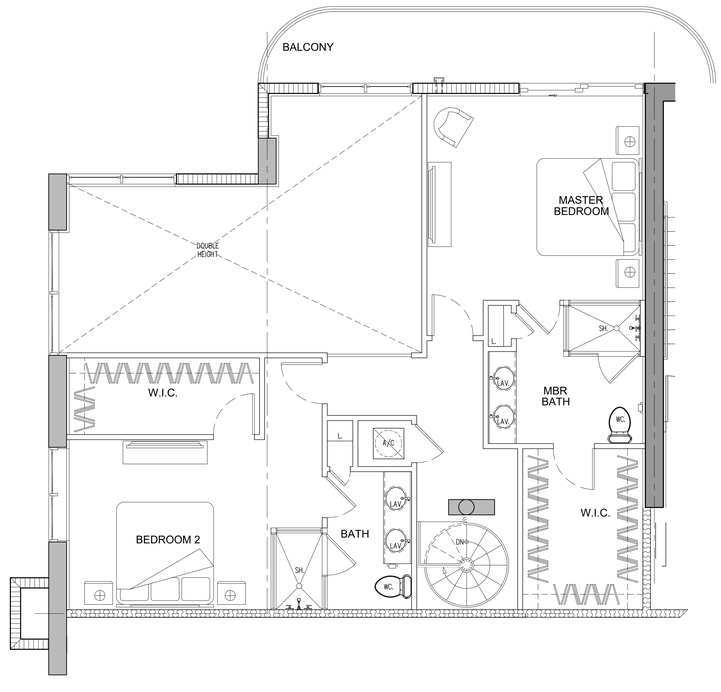
UNIT P6 PENTHOUSE LEVEL 2 (2 BD/2 BTH)

GROSS A/C AREA = 1202 SQ. FT. (1 DU)
BALCONY= 57 SQ. FT.



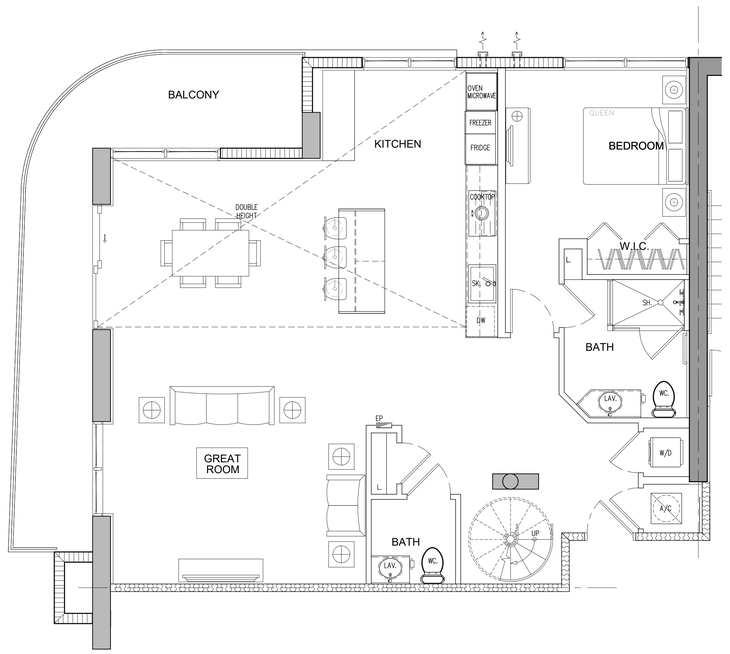
UNIT P6 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH)

GROSS A/C AREA = 1762 SQ. FT. (1 DU)
BALCONY = 115 SQ. FT.



UNIT P5 PENTHOUSE LEVEL 2 (2 BD/2 BTH)

GROSS A/C AREA = 881 SQ. FT. (1 DU)
BALCONY = 138 SQ. FT..



UNIT P5 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH)

GROSS A/C AREA = 1261 SQ. FT. (1 DU)
BALCONY = 249 SQ. FT..

UNIT PLANS

SCALE: 1/4" = 1'-0"

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AR0013085

SHOMA NORTH BAY VILLAGE

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SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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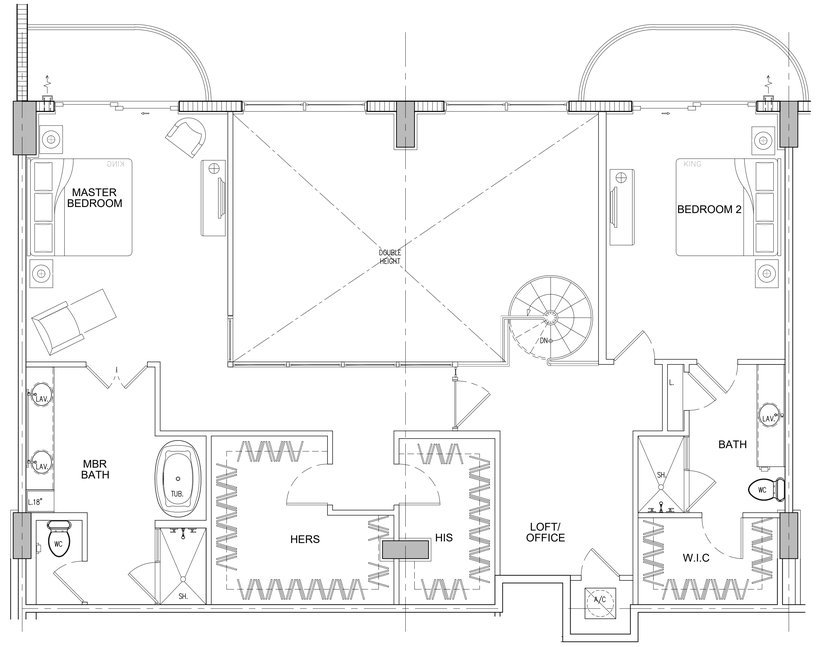
DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.6

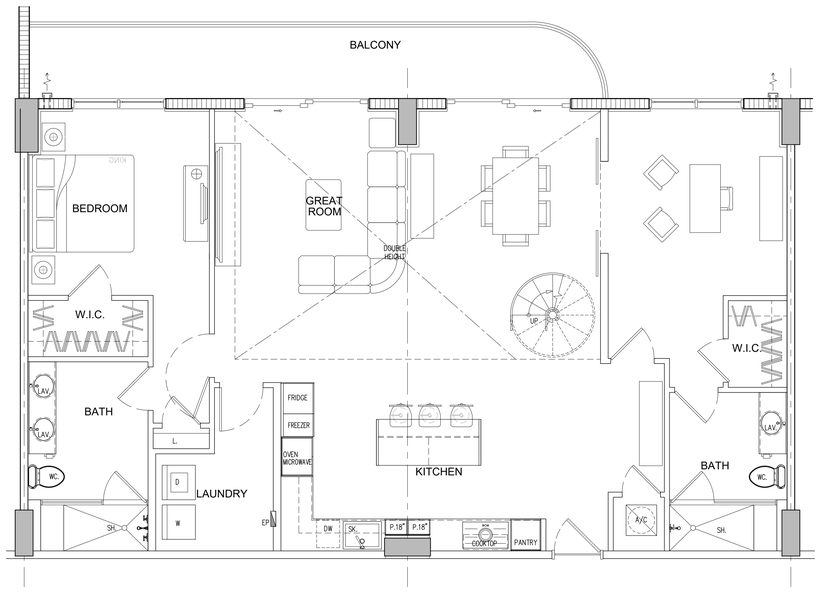


UNIT P7 PENTHOUSE LEVEL 2

(2 BD/2 BTH +LOFT/OFFICE)

GROSS A/C AREA = 1260 SQ. FT.
BALCONY= 119 SQ. FT.

(2 DU'S)



UNIT P7 PENTHOUSE LEVEL 1

(2 BD/2 BTH)

GROSS A/C AREA = 1500 SQ. FT.
BALCONY = 183 SQ. FT.

(2 DU'S)

UNIT PLANS

SCALE: 1/4" = 1'-0"

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 272-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: UNIT PLANS
SHEET NUMBER: A-4.7

GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE LATEST REQUIREMENTS OF THE CITY OF NORTH BAY VILLAGE AND THE MIAMI DADE COUNTY PUBLIC WORKS DEPARTMENT, AND THE PROJECT TECHNICAL SPECIFICATIONS.

2. CONTRACTOR MUST CONTACT THE ARCHITECT/ENGINEER OF RECORD TO ARRANGE FOR A PRE-CONSTRUCTION MEETING, 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

3. AT THE COMPLETION OF THIS PROJECT, THE CONTRACTOR SHALL SUBMIT THREE (3) SIGNED & SEALED AS-BUILT DRAWINGS, SIGNED & SEALED BY A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA. THE AS-BUILT DRAWINGS SHALL INDICATE LOCATION, SIZE, ELEVATION, MATERIAL, ETC., OF ALL WORK COMPLETED UNDER THIS CONTRACT AND OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION.

4. THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE 811(1-800-432-4770) AT LEAST TWO FULL BUSINESS DAYS
BEFORE DIGGING TO ALLOW FOR FIELD LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ASSIST UTILITY COMPANIES IN THE EFFORTS TO FIELD VERIFY UNDERGROUND UTILITIES. CONTRACTOR SHALL BEAR ALL COSTS FOR THIS WORK.

5. LOCATIONS, SIZE AND MATERIAL OF EXISTING UTILITIES HAVE BEEN DETERMINED FROM AVAILABLE RECORDS. THE OWNER AND THE ARCHITECT/ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS DATA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL EXISTING UTILITIES AND STRUCTURES ENCOUNTERED DURING CONSTRUCTION.

6. ALL EXISTING UNDERGROUND OR ABOVEGROUND UTILITIES PIPE, CABLE, DUCTS, EQUIPMENT, DEVICES, ETC. WITHIN OR OUTSIDE THE PROJECT CONSTRUCTION LIMITS WHICH ARE DAMAGED OR DISRUPTED AS A RESULT OF THE CONTRACTOR'S OPERATION, SHALL BE IMMEDIATELY REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE UTILITY OWNER'S AUTHORIZED REPRESENTATIVE. REGARDLESS OF WHETHER THEY WERE SHOWN OR NOT SHOWN ON THE PLANS OR LOCATED OR NOT BY THE OWNER'S REPRESENTATIVE, THE UTILITY COMPANY, NO-CUTS, ETC.

7. ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO COMMENCING ANY CONSTRUCTION WORK.

8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECT/ENGINEER OF RECORD.

9. TEMPORARY ASPHALT PAVEMENT AND\OR STEEL PLATES SHALL BE APPLIED TO ALL TRENCHES, AT THE END OF EACH WORKDAY.

10. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH ALL STATE, COUNTY AND LOCAL REQUIREMENTS.

11. CONTRACTOR SHALL PROVIDE ADEQUATE BARRIERS, FLAGS, AND LIGHTS, ETC. TO PROTECT PEDESTRIAN AND VEHICULAR TRAFFIC, AT NO ADDITIONAL COST TO THE OWNER.

12. ALL EXISTING PAVEMENT, GRASS, LANDSCAPING, FENCE, ASPHALT, ETC. DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL CONDITIONS, AT NO ADDITIONAL COST TO THE OWNER.

13. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE PUBLIC HEALTH AND ENSURE JOB SAFETY. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE OCCUPATIONAL SAFETY & HEALTH AGENCY (OSHA) STANDARDS AND FEDERAL, STATE AND LOCAL GOVERNMENT SAFETY REQUIREMENTS.

14. IT IS THE CONTRACTORS RESPONSIBILITY TO IMPLEMENT STORM WATER POLLUTION PREVENTION AND EROSION CONTROL FEATURES AND PRACTICES DURING CONSTRUCTION IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S.) REQUIREMENTS. CONTRACTOR MUST OBTAIN A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NPDES DURING CONSTRUCTION PERMIT, PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. ALL PERMIT FEES AND DOCUMENTATION PREPARATION SHALL BE DEEMED INCIDENTAL TO THE PROJECT LUMP SUM COST.

15. CONTRACTOR SHALL ENSURE THAT ALL STORM WATER RUN-OFF WITHIN THE CONSTRUCTION AREA IS CONTAINED ON-SITE.

16. ALL DEFECTIVE WORK NOT ACCEPTED BY THE ARCHITECT/ENGINEER, OR BY THE OWNERS REPRESENTATIVE, OR BY ANY GOVERNMENT PERMITTING AGENCY SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

17. ALL AREAS WHICH ARE BEING EXCAVATED SHALL BE PROPERLY PROTECTED AND BARRICADED BY THE CONTRACTOR. ALL TRENCH WORK SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EXCAVATION SAFETY STANDARDS, 29 C.F.R. S. 1926.650 SUBPART P AND THE FLORIDA TRENCH SAFETY ACT.

18. ALL STAGING AREAS SHALL BE PROPERLY FENCED AND BARRICADED BY THE CONTRACTOR.

19. SAW CUT EXISTING CONCRETE WALKS, CURBS, AND GUTTERS AND ASPHALT OR CONCRETE PAVEMENT CAREFULLY AND NEATLY WHERE UNDERGROUND WORK IS REQUIRED OR PROPOSED ASPHALT OR CONCRETE PAVEMENT, CURB, WALKS, ETC. WILL MEET EXISTING AT THESE LOCATIONS. CUT CONCRETE WALKS, CONCRETE PAVEMENT, CURBS AND GUTTERS AT NEAREST EXISTING CONCRETE JOINTS. CONTRACTOR SHALL INSTALL ALL UNDERGROUND UTILITIES PRIOR TO THE CONSTRUCTION OF THE PROPOSED PAVEMENT AND PAVEMENT BASE.

20. PROVIDE FILL TO ENSURE THAT THE FINISH GRADE (INCLUDING SOD) IN LANDSCAPE AREAS ARE AT LEVEL AT CURBS AND/OR EDGE OF SIDEWALKS.

21. WHERE NEW GRADES BLEND INTO EXISTING GRADES IN LANDSCAPE AREAS PROVIDE A UNIFORM TRANSITION. PROTECT ALL EXISTING PAVEMENT AND LANDSCAPE AREAS THAT ARE TO REMAIN.

22. DUE TO FEDERAL REGULATIONS, THE CONTRACTOR MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES AND MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.

23. ALL ELEVATIONS SHOWN ARE BASED ON THE 1929 NATIONAL GEODETIC VERTICAL DATUM.

24. PROPOSED CONCRETE PAVEMENT SHALL MEET THE CRITERIA OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROADWAY AND BRIDGE CONSTRUCTION LATEST EDITION.

25. 12" STABILIZED ROADWAY SUBGRADE SHALL BE COMPACTED TO 98 % OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. DENSITY TEST RESULTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD ACCORDING TO PROJECT SPECIFICATIONS.

26. LIME ROCK BASE SHALL BE COMPACTED TO 98 % OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. CONTRACTOR SHALL SUBMIT DENSITY TEST RESULTS PRIOR TO ASPHALT PLACEMENT.

27. ALL CONCRETE SHALL DEVELOP A MINIMUM OF 3000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, AND INCLUDE PSI FIBERSTRAND 150 AT A RATE OF 0.67 LB/CY.

28. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT THE INSTALLATION OF ALL UNDERGROUND INSTALLATIONS BE PERFORMED PRIOR TO CONSTRUCTION OF THE SUB-BASE.

29. ALL PAVING WORK SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE TOWN OF NORTH BAY VILLAGE CORE REQUIREMENTS, AND THE MIAMI DADE DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT REGULATION, AND STANDARDS.

30. THE ASPHALT SURFACE COURSE SHALL NOT BE PLACED UNTIL AS-BUILT DRAWINGS OF THE LIME ROCK BASE HAVE BEEN SUBMITTED AND APPROVED BY THE ENGINEER-OF-RECORD- AND THE CITY ENGINEER OR DESIGNEE.

31. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 0.04 FOOT FROM APPROVED GRADING PLAN (TEMPLATE) AND ALL AREAS SHALL BE GRADED TO DRAIN. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.

32. EXCAVATION FOR PIPING SHALL MAINTAIN A MINIMUM DISTANCE FROM ADJACENT FOOTINGS EQUAL TO THE DEPTH OF THE BOTTOM OF ADJACENT FOOTING BELOW GRADE.

33. DRAINAGE SYSTEM SHALL BE FREE OF ANY DEBRIS AND SILTATION PRIOR TO FINAL ACCEPTANCE.

34. ALL CONCRETE PAVEMENT, CONC. CURB AND GUTTERS, CONC. CURBS AND CONC. WALKS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE TO THE MOST CURRENT EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION.

35. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF ONE LANE OF TRAFFIC AT ALL TIMES. ALL TEMPORARY LANES MUST BE ABLE TO ACCOMODATE FIRE TRUCKS AND EMERGENCY VEHICLES.

Todd Seymour

Digitally signed by Todd Seymour
DN: c=US, o=David Plummer Associates Inc., dnQualifier=A01410C0000017B37377A7F000165D3, cn=Todd Seymour
Date: 2023.09.01 11:54:39 -04'00'

561

BY

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION#: EB 2930

TODD A. SEYMOUR
REGISTERED
No 52098
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

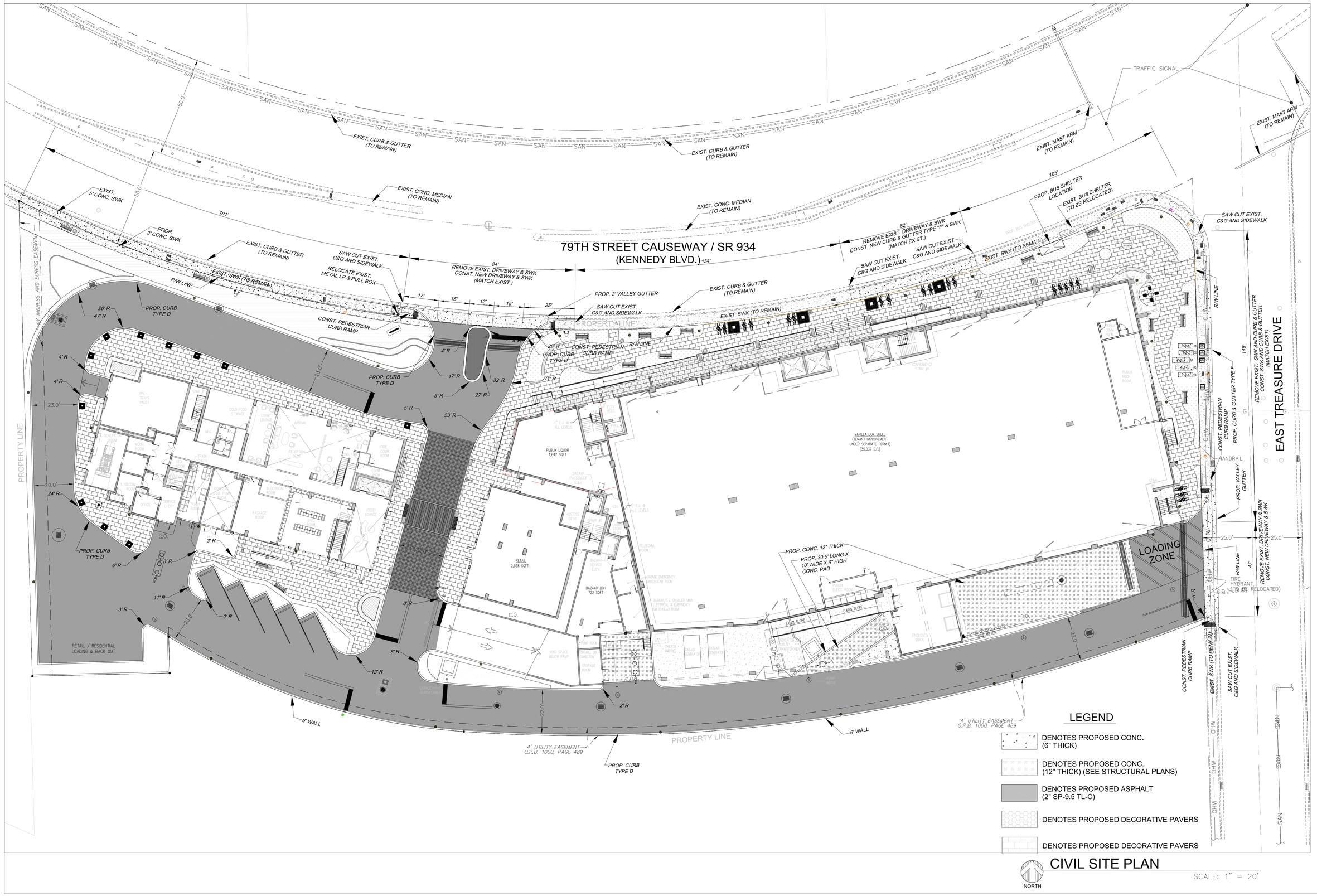
DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES, 33134 TELEPHONE (305) 447-0900 FAX (305) 444-4986
CERTIFICATE OF AUTHORIZATION EB 2930

DRAWN
DATE 08/14/2023
SCALE AS SHOWN
JOB NO. 20180

SITE PLAN SUBMITTAL

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
C-1.0



CIVIL SITE PLAN

SCALE: 1" = 20'

562

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEVMOUR
LICENSED ARCHITECT
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES
1750 PONCE DE LEON BLVD. CORAL GABLES, 33134 TELEPHONE (305) 447-0900 FAX (305) 448-4986
FORT MYERS
CERTIFICATE OF AUTHORIZATION EB 29340

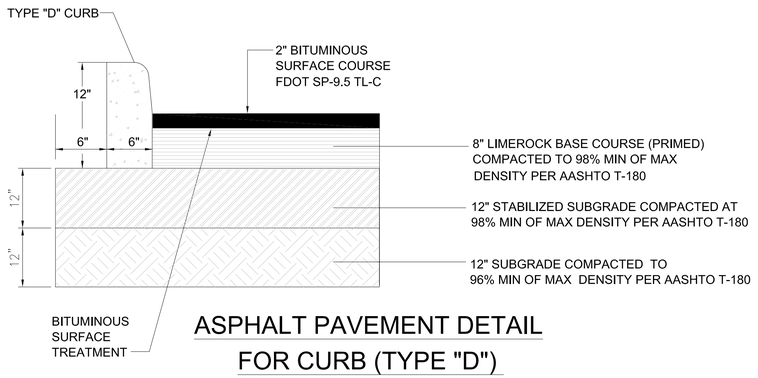
dpa

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB. NO.	20180

SITE PLAN SUBMITTAL

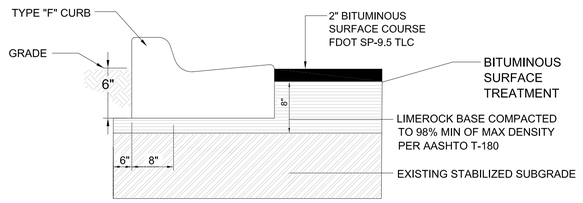
SHEET TITLE:
CIVIL SITE PLAN

SHEET NUMBER:
C-2.0



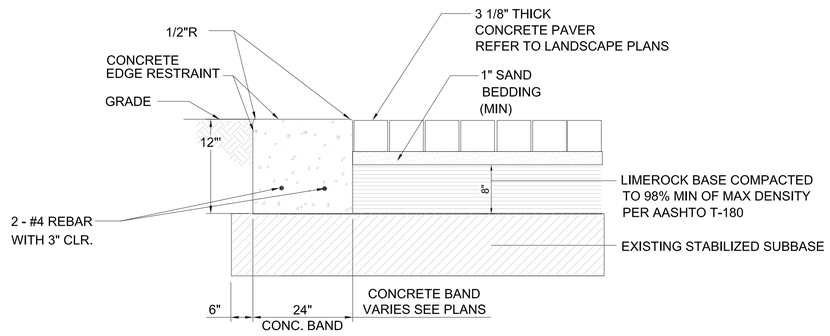
ASPHALT PAVEMENT DETAIL FOR CURB (TYPE "D")

N.T.S.



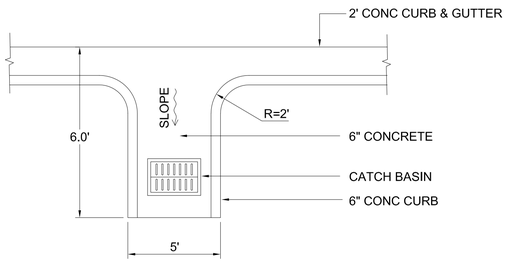
ASPHALT PAVEMENT DETAIL FOR CURB & GUTTER (TYPE "F")

N.T.S.



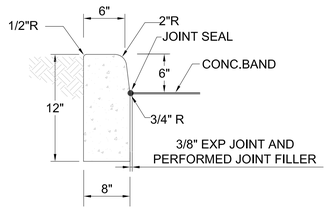
CONCRETE PAVER EDGE RESTRAINT

N.T.S.



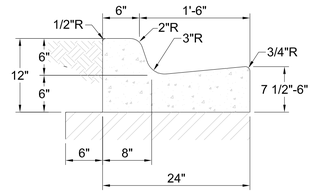
FLUME DETAIL

N.T.S.



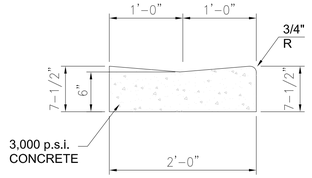
6" CURB (TYPE "D")

N.T.S.



2' CURB AND GUTTER (TYPE "F")

N.T.S.



2' DROP CURB

NTS

CURB DETAILS

N.T.S.

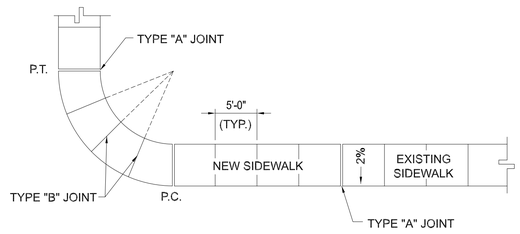
NOTES:

1- ALL WORK SHALL COMPLY WITH MIAMI-DADE COUNTY STANDARD ROAD DETAILS R 14.1 AND R 14.2

2- SUBGRADE SHALL BE COMPACTED TO 98% DENSITY AASHTO T-99.

3- CURB, CURB & GUTTER, AND GUTTER SHALL BE CONSTRUCTED IN 50' MAX SECTIONS WITH 1/8" TO 1/4" OPEN EXPANSION JOINT BETWEEN EACH SECTION AND CONTRACTION JOINTS AT 10' INTERVALS.

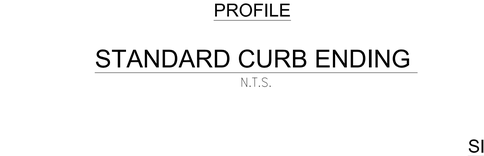
4- CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.



PLAN

SECTION "A-A"

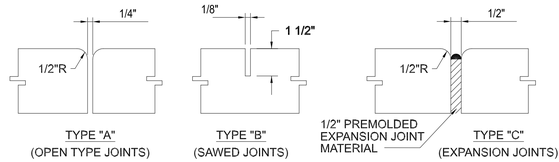
TABLE OF SIDEWALK THICKNESS-"T"	
LOCATIONS	"T"
NON-VEHICULAR AREAS	4"
DRIVEWAYS	6"



PROFILE

STANDARD CURB ENDING

N.T.S.



JOINTS

SIDEWALK CONSTRUCTION DETAIL

AS PER MIAMI-DADE COUNTY STD. DETAIL R 13.1

N.T.S.

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATIONS
"A"	P.C. AND P.T. OF CURVES. JUNCTION OF EXISTING AND NEW SIDEWALKS.
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS.
"C"	*WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES.

SIDEWALK NOTES:

1- CONCRETE FINISH 1/16" DEPTH BRUSH OR BOOM FINISH.

2- ENTIRE PAVEMENT SURFACE SHALL BE SPRAYED UNIFORMLY WITH SEALTIGHT 1200-WHITE (W. R. MEADOWS) WATER BASE WHITE PIGMENTED CONCRETE CURING COMPOUND IMMEDIATELY AFTER THE FINISHING OF THE SURFACE AND BEFORE THE SET CONCRETE HAS TAKEN PLACE.

3- CONTRACTION JOINT SHALL BE CUT EVERY 10 FEET (CENTER TO CENTER, BOTH DIRECTIONS).

4- EXPANSION JOINTS SHALL BE PLACED AT WHERE THE CONCRETE PAVEMENT ABUTS ANY ABOVE GROUND AND BELOW GRADE STRUCTURE, AND EVERY 100 FEET (CENTER TO CENTER, BOTH DIRECTIONS).

5- EXPANSION JOINTS AND CONTRACTION JOINTS SHALL BE AS PER THE SIDEWALK CONSTRUCTION JOINT DETAILS.

6- SIDEWALK SHALL HAVE A 2% MAX CROSS SLOPE.

7- CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.

8- ALL SIDEWALK PAVEMENT SHALL HAVE P.S.I. FIBERSTRAND 150 AT A RATE OF 0.67 LB\CY.

563

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
EXPIRES REGISTRATION: EB 2030

TODD A. SEYMOUR
REGISTERED
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES, FL 33134 TELEPHONE (305) 447-0900 FAX (305) 444-4986
CERTIFICATE OF AUTHORIZATION EB 2930

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

SITE PLAN SUBMITTAL

SHEET TITLE:
PAVEMENT DETAILS

SHEET NUMBER:
C-3.0

LEGEND

- PROPOSED SANITARY MANHOLE
- PROPOSED STORM WATER MANHOLE
- PROPOSED DRAINAGE INLET
- PROPOSED DRAINAGE WELL

79TH STREET CAUSEWAY / SR 934
(KENNEDY BLVD.)

EAST TREASURE DRIVE

PROPERTY LINE

10' INGRESS AND EGRESS EASEMENT

EXIST. FIRE HYDRANT (TO REMAIN)

EXIST. 2" GAS MAIN

EXIST. FIRE HYDRANT (TO REMAIN)

PROP. F.D.C W \ GUARD POSTS

R/W LINE

TRAFFIC SIGNAL

EXIST. 30" C.I. WM (E1844-2)

EXIST. 12" WM (E1844-1)

EXIST. 1" GAS LINE (TO BE CAPPED & ABANDONED)

EXIST. 12" WM

EXIST. FH (TO BE RELOCATED)

PROP. 2" GAS METER

SEE PLUMBING PLAN FOR DETAILS

PROP. 8" 90° BEND VERTICAL

PROP. 6" 90° BEND VERTICAL

PROP. 8" 45° BEND ROTATE WEST

PROP. 6" 45° BEND ROTATE WEST

PROP. 8" 11.25° BEND ROTATE WEST

PROP. 6" 11.25° BEND ROTATE WEST

PROP. 8" 22.5° BEND ROTATE NORTH

PROP. 6" 22.5° BEND ROTATE NORTH

PROP 6" DIP WM

PROP 8" DIP WM

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE NORTH

6" DIP WM
8" DIP WM

4' UTILITY EASEMENT O.R.B. 1000, PAGE 489

PROP. 4" 90° BEND VERTICAL

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 4" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE SOUTH

PROP. 8" 11.25° BEND ROTATE SOUTH

PROP. 4" 11.25° BEND ROTATE SOUTH

PROP 8" DIP WM

PROP 4" DIP WM
PROP 6" DIP WM

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 4" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE SOUTH

PROP. 8" 11.25° BEND ROTATE SOUTH

PROP. 4" 11.25° BEND ROTATE SOUTH

PROP 4" DIP WM

PROP 6" DIP WM

PROP 8" DIP WM

4' UTILITY EASEMENT O.R.B. 1000, PAGE 489

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 4" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE SOUTH

PROP. 8" 11.25° BEND ROTATE SOUTH

PROP. 4" 11.25° BEND ROTATE SOUTH

4" D.I.P. WATER METER (IRR)

PROP. 4" BACKFLOW PREVENTER WITH GUARD POSTS (DOM)

PROP. 4" BACKFLOW PREVENTER WITH GUARD POSTS (IRR)

PROP. 6" 90° BEND VERTICAL

PROP. 6" BACKFLOW PREVENTER WITH GUARD POSTS

PROP. 8" 90° BEND VERTICAL

PROP. 8" DDCV WITH GUARD POSTS & P.I.V. W/ TAMPER SWITCH

PROP. 4" 90° BEND VERTICAL

PROP. 4" BACKFLOW PREVENTER WITH GUARD POSTS

PROP. 6" 22.5° BEND ROTATE NORTH

PROP. 8" 22.5° BEND ROTATE NORTH

PROP. 4" 22.5° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 4" 11.25° BEND ROTATE NORTH

DUAL 2" WATER METER (DOM)

PROP. 4" T.S.V.

PROP. 4" T.S.V.

PROP. 6" T.S.V.

PROP. 8" T.S.V.

6" WATER METER (DOM)

PROP. 4" T.S.V.

4" WATER METER (DOM)

PROP. 6" 45° BEND ROTATE WEST

PROP. 8" 45° BEND ROTATE WEST

PROP. 6" 22.5° BEND ROTATE NORTH

PROP. 4" 22.5° BEND ROTATE NORTH

PROP. 8" 22.5° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 4" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE SOUTH

PROP. 8" 11.25° BEND ROTATE SOUTH

PROP. 4" 11.25° BEND ROTATE SOUTH

PUBLIX LIQUOR 1,647 SQFT

VANILLA BOX SHELL (TENANT IMPROVEMENT UNDER SEPARATE PERMIT) (35,037 S.F.)

RETAIL 2,535 SQFT

BAZAAR BOH 722 SQFT

RETAIL / RESIDENTIAL LOADING & BACK OUT

13.8

10.1

10.2

12.5

25.0'

50.0'

NORTH

WATER DISTRIBUTION PLAN

SCALE: 1" = 20'

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2030

TODD A. SEYMOUR
LICENSED ENGINEER
No. 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 1750 PONCE DE LEON BLVD. CORAL GABLES, FL 33134 TELEPHONE (305) 447-0900 FAX (305) 444-0086
FORT MYERS
CERTIFICATE OF AUTHORIZATION EB 2030

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

SITE PLAN SUBMITTAL

SHEET TITLE:
WATER DISTRIBUTION PLAN

SHEET NUMBER:
C-4.1

79TH STREET CAUSEWAY / SR 934
(KENNEDY BLVD.)

EAST TREASURE DRIVE

PROPERTY LINE

R/W LINE

EXIST. 2" GAS MAIN

TRAFFIC SIGNAL

10' INGRESS AND EGRESS EASEMENT

EXIST. FIRE HYDRANT (TO REMAIN)

PROP. BUS SHELTER

PR. TEMPORARY DEPRESSED RAMP/CURB

PUBLIX LIQUOR
1,647 SQFT

VANILLA BOX SHELL
(TENANT IMPROVEMENT UNDER SEPARATE PERMIT)
(35,037 S.F.)

RETAIL
2,100 SQFT

BAZAAR BOH
722 SQFT

RETAIL / RESIDENTIAL LOADING & BACK OUT

4' UTILITY EASEMENT O.R.B. 1000, PAGE 489

PROPOSED PUBLIX GAS METER

PUBLIX COMM. ROOM

PUBLIX MECH. ROOM

PUBLIX ELECT. ROOM

PROP. SAN MH

PROP. SAN GREASE TRAP

SEE PLUMBING PLAN FOR DETAILS

PROP. 8" SAN C-900 52' @ 1.04%

PROP. 8" SAN C-900 49' @ 1.04%

PROP. 8" SAN C-900 177' @ 0.4%

PROP. 8" SAN C-900 43' @ 1.04%

PROP. 8" SAN C-900 61' @ 0.4%

PROP. 6" SAN C-900 21' @ 1.04%

PROP. 8" SAN C-900 93' @ 0.4%

PROP. 8" SAN C-900 109' @ 0.4%

PROP. 8" SAN C-900 52' @ 0.4%

PROP. 8" SAN C-900 78' @ 0.4%

PROP. 8" SAN C-900 42' @ 0.4%

PRIVATE 8" C-900 SAN

8" C-900 (PUBLIC)

EXIST. SAN MH

MH-1 MH-2 MH-3 MH-4 MH-5 MH-6 MH-7 MH-8

25.0' 25.0'

50.0'

PROPOSED SANITARY STRUCTURE TABULATION

STRC. No.	COORDINATES NORTH	COORDINATES EAST	STRUCTURE TYPE	USF No.	TOP EL.	INVERT EL. N	INVERT EL. S	INVERT EL. W	INVERT EL. E
MH-01	--	--	EXISTING	--	--	1.04(*)	1.04	--	1.09
MH-02	--	--	MANHOLE 4' ROUND	310A	5.08	--	1.21	1.21	--
MH-03	--	--	MANHOLE 4' ROUND	310A	5.09	--	--	1.42	1.42
MH-04	--	--	MANHOLE 4' ROUND	310A	6.06		--	1.73	1.73
MH-05	--	--	MANHOLE 4' ROUND	310A	6.40	2.17	--	2.17	2.17
MH-06	--	--	MANHOLE 4' ROUND	310A	6.66	--	--	2.54	2.54
MH-07	--	--	MANHOLE 4' ROUND	310A	6.86	2.78	--	2.78	2.78
MH-08	--	--	MANHOLE 4' ROUND	310A	8.44	3.49	--	--	3.49

(*) EXISTING MH TO BE CORE DRILLED

NORTH

SEWER DISTRIBUTION PLAN

SCALE: 1" = 20'

BY

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEYMOUR
LICENSED
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 331234 TELEPHONE (305) 447-0900 FORT MYERS
1750 PONCE DE LEON BLVD. CERTIFICATE OF AUTHORIZATION EB 22630 FAX (305) 447-0901

dpa

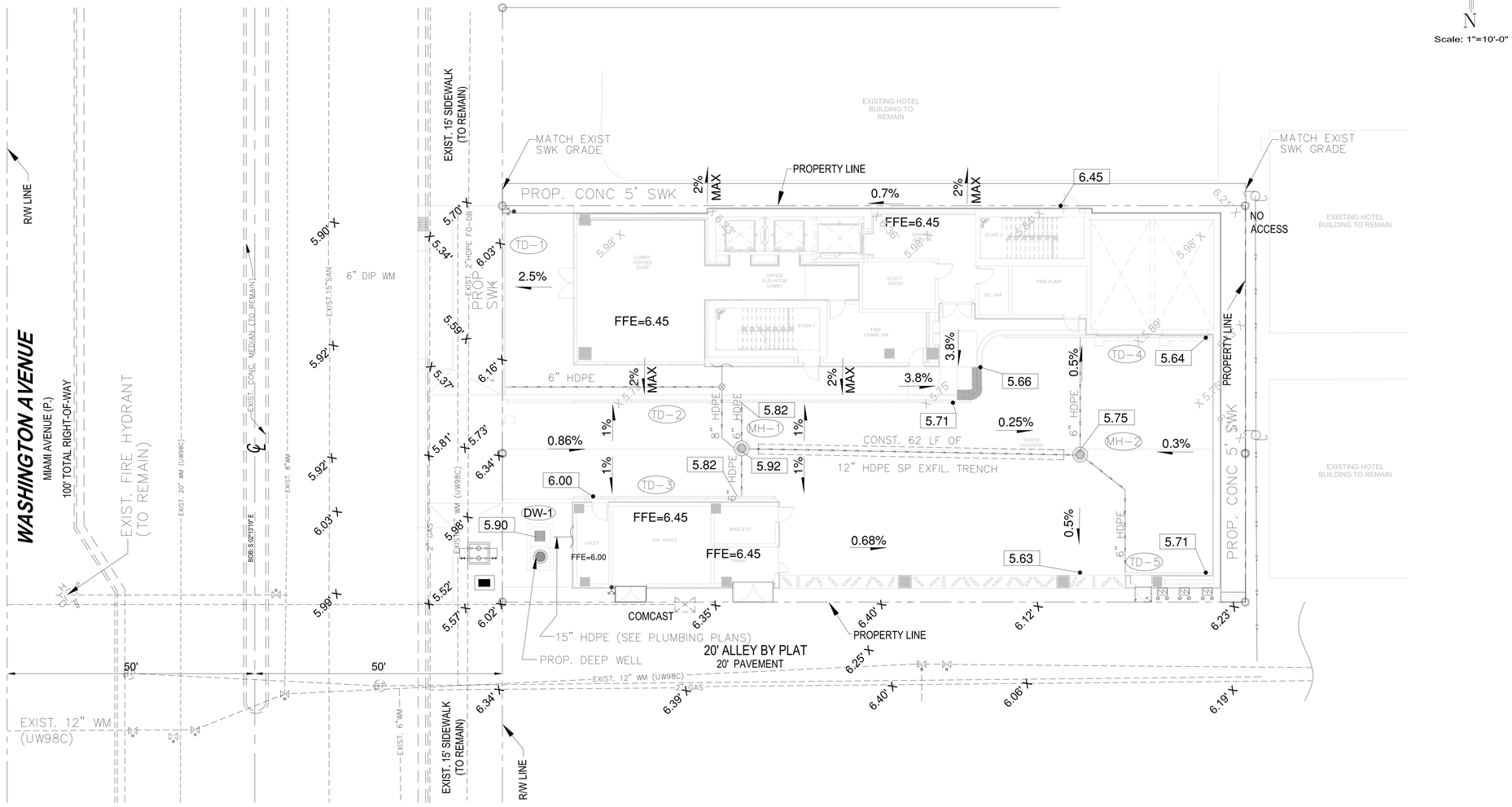
DRAWN
DATE 08/14/2023
SCALE AS SHOWN
JOB NO. 20180

SITE PLAN SUBMITTAL

SHEET TITLE:
SEWER DISTRIBUTION PLAN

SHEET NUMBER:
C-5.0

30" x 42" Arch E1 -SHEET SIZE



LEGEND

- EXISTING ELEVATIONS
- XX.XX PROPOSED ELEVATIONS
- TRENCH DRAIN
- PROPOSED DRAINAGE DEEP WELL
- HDPE PROPOSED DRAINAGE PIPE
- PROPOSED EXFILTRATION TRENCH
- X-X DRAIN STRUCTURE ID
- FFE FINISH FLOOR ELEVATION
- EOP EDGE OF PAVEMENT
- BOC BACK OF CURB
- TOP TOP OF CURB

PROPOSED DRAINAGE STRUCTURE TABULATION (FT)

STRC. No.	COORDINATES LATITUDE	COORDINATES LONGITUDE	STRUCTURE TYPE	CASTING	TOP EL.	INVERT EL. N	S	W	E	NW	SW	NE	SE	N	BOTT. EL.	NOTES	SUMP
TD-1			Z886 - HD	P6-DTW	6.10	3.75	3.75	--	--	--	--	--	--	--			
TD-2			Z886 - HD	P6-DTW	5.71	--	--	3.75	3.75	--	--	--	--	--			
TD-3			Z886 - HD	P6-DTW	5.82	--	--	3.75	3.75	--	--	--	--	--			
TD-4			Z886 - HD	P6-DTW	5.64	--	--	3.75	3.75	--	--	--	--	--			
TD-5			Z886 - HD	P6-DTW	5.71	--	--	3.75	3.75	--	--	--	--	--			
DW-1			PROP DEEP WELL	4132-6001	5.90	--	--	--	2.10	--	--	--	--	--	(-)1.90		
MH-1			NYLOPLAST 2815AG3 S/C	599CGC	5.92	2.60	--	--	2.50	--	--	--	--	2.60	1.50		
MH-2			NYLOPLAST 2815AG3 S/C	599CGC	5.75	2.70	2.70	2.50	--	--	--	--	--	--	1.50		

FILE NAME: Autodesk Docs://One Soundscape Park (OSP)/OSP-AAI-MAIN.rvt
PLOT DATE: 8/4/2023 2:52:55 PM

ONE SOUNDSCAPE PARK

1665-1667 WASHINGTON AVE, MIAMI, FL 33139

CLIENT
SHVO
745 FIFTH AVENUE NEW YORK, NY 10151

No.	DESCRIPTION:	DATE:
	ISSUED FOR PERMIT	08/11/2023

REVISIONS

CONSULTANTS

DESIGN CONSULTANT
PETER MARINO ARCHITECT — 150 EAST 58TH STREET NEW YORK, NY 10155

ARCHITECT OF RECORD
AAI ARCHITECTS, P.C. — 14 WALL STREET, 2ND FLOOR NEW YORK, NY 10005

STRUCTURAL ENGINEER
YH CONSULTING ENGINEERING — 99 NW 27 AVENUE MIAMI, FLORIDA 33125

MEP ENGINEER
COSENTINI ASSOCIATES — 498 SEVENTH AVENUE NEW YORK, NY 10018

LANDSCAPE ARCHITECT
CLAD LANDSCAPE ARCHITECTURE AND DESIGN — 8020 NE 4TH AVENUE, STUDIO 113, MIAMI, FLORIDA 33138

CIVIL/TRAFFIC
DAVID PLUMMER & ASSOCIATES — 1750 PONCE DE LEON BLVD CORAL GABLES, FLORIDA 33134

DRAWING STATUS
95% CD

Discrepancies must be reported immediately to the Engineer before proceeding. Only figured dimensions are to be used. Contractors must check all dimensions on site. This drawing is protected by copyright.

ALL DIMENSIONS ARE SHOWN IN IMPERIAL.

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL
CORAL GABLES FORT MYERS
CERTIFICATE OF AUTHORIZATION EB 26000

STAMP
STATE OF FLORIDA LICENSED PROFESSIONAL ENGINEER No 52098

DIGITAL SIGNATURE

PROJECT NORTH ARROW
PROJECT NORTH — TRUE NORTH

DRAWING TITLE
PAVING & DRAINAGE PLAN

DRAWN	CHECKED
DL	TS
SCALE @ ARCH E	DATE: 09/01/2023
GRAPHIC SCALE: 1"=10'	
PROJECT NO.: 22112	
DRAWING NO.: C-6.0	REVISION NO.

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEYMOUR
LICENSED ARCHITECT
No 52098
STATE OF FLORIDA
PROFESSIONAL ARCHITECT

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 1750 PONCE DE LEON BLVD. CORAL GABLES, 33134 TELEPHONE (305) 447-0900 FAX (305) 444-1086
FORT MYERS CERTIFICATE OF AUTHORIZATION EB 2930

dpa

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

SITE PLAN SUBMITTAL

SHEET TITLE:
SIGNING & PAVEMENT MARKING PLAN

SHEET NUMBER:
C-7.0

SIGNING & PAVEMENT MARKING PLAN

SCALE: 1" = 20'

NORTH

SIGNING AND PAVEMENT MARKING NOTES:

1. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THESE PLANS SHALL CONFORM TO THE 2009 EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS. ALL SIGN PANELS SHALL BE FABRICATED TO COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY AND ADMINISTRATION STANDARD HIGHWAY SIGNS.

2. THE CONTRACTOR SHALL MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND THE END OF THE PROJECT AND AT ALL SIDE STREETS WITHOUT JOGS AND OFFSETS.

3. SIGN ASSEMBLY LOCATIONS SHOWN ON PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, DRIVEWAYS, WHEELCHAIR RAMPS, ETC., MAY BE ADJUSTED SLIGHTLY AS DIRECTED BY THE ENGINEER.

4. INCORRECTLY PLACED THERMOPLASTIC (OR PAINT) MARKINGS OVER FINAL COURSE WILL BE REMOVED BY MILLING AND REPLACING THE ASPHALT A MINIMUM WIDTH OF 18 IN AT THE CONTRACTOR'S EXPENSE. THE ENGINEER MAY APPROVE AN ALTERNATIVE METHOD IF IT CAN BE DEMONSTRATED TO COMPLETELY REMOVE THE MARKINGS WITHOUT DAMAGING THE ASPHALT.

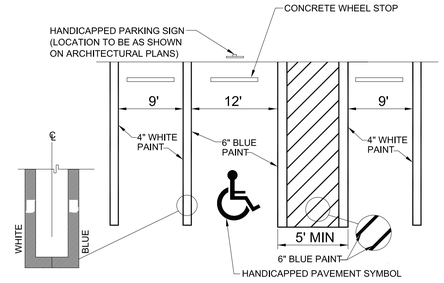
5. THE CONTRACTOR SHALL RELOCATE ALL EXISTING POST-MOUNTED STREET NAME AND STOP SIGNS TO A VISIBLE AREA UNDISTURBED BY THE CONSTRUCTION SO AS TO MINIMIZE DAMAGE TO THE SIGNS DURING CONSTRUCTION. THE STREET NAME SHALL BE REATTACHED TO THE TOP OF THE NEW STOP SIGNS ON MINOR SIDE STREETS AT THE END OF CONSTRUCTION. THE NEW STOP SIGN POST SHALL HAVE ADEQUATE LENGTH TO ACCOMMODATE THE EXISTING STREET NAMES AT THE TOP. COST OF RELOCATION AND REATTACHMENT OF STREET NAME SIGN SHALL BE PAID FOR UNDER PAY ITEM MAINTENANCE OF TRAFFIC.

6. EXTRUDED ALUMINUM SIGN SUPPORT CLAMPS ARE NOT ACCEPTABLE. ALL RELOCATED SIGNS MUST COMPLY WITH THE STANDARD SPECIFICATIONS, SPECIAL PROVISIONS AND ROADWAY DESIGN AND TRAFFIC STANDARDS AS IF THEY WERE NEW SIGNS. IF EXISTING CLAMPS, BRACKETS, POLES, ETC. NEED TO BE REPLACED THE COST SHALL BE INCLUDED IN THE RELOCATION PAY ITEMS.

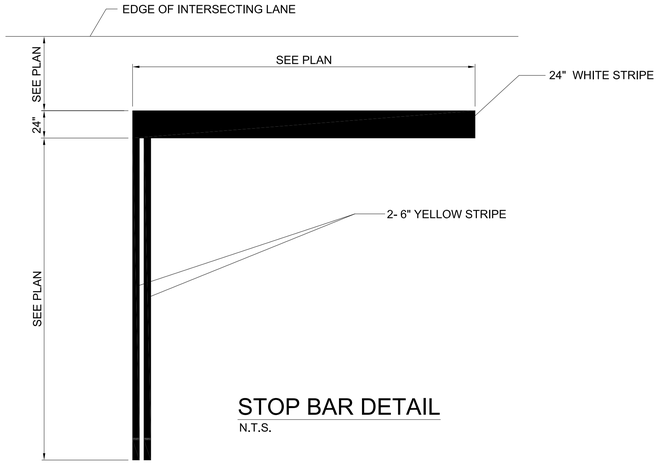
7. THE CONTRACTOR SHALL SUBMIT A LIST OF THE EXISTING SIGNS TO THE PROJECT ENGINEER AT THE PRE-CONSTRUCTION CONFERENCE. ANY LOST OR DAMAGED DURING CONSTRUCTION SIGNS SHALL BE REPLACED AT NO ADDITIONAL COST. COST OF MAINTAINING OF EXISTING SIGNS TO BE INCLUDED IN ITEM MAINTENANCE OF TRAFFIC.

8. STOP BARS SHALL BE PLACED AT LEAST 4 FEET FROM CROSSWALKS.

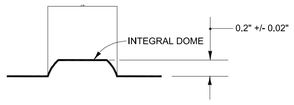
9. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.



ADD HANDICAP PARKING DETAIL
N.T.S.



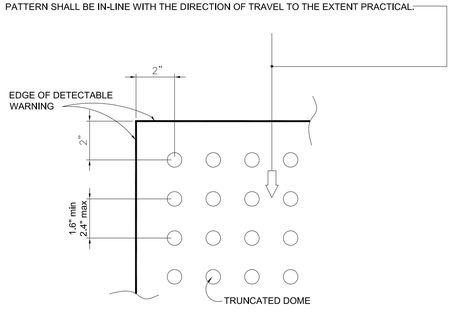
STOP BAR DETAIL
N.T.S.



THE TOP WIDTH OF THE DOME SHALL BE A MINIMUM OF 50% AND A MAXIMUM OF 65% OF THE BASE DIAMETER.

TRUNCATED DOME

ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.



BASE-TO-BASE SPACING SHALL BE 0.65" MINIMUM BETWEEN DOMES.

PLAN VIEW

CURB RAMP DETECTABLE WARNING DETAIL
N.T.S.

DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL FOR 36 INCHES.

R3-5R
(24" X 30")

RIGHT TURN ONLY SIGN
N.T.S.

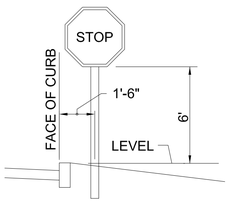
HANDICAP ACCESSIBLE SIGN
N.T.S.

R1-1
(30" X 30")

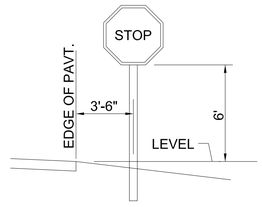
STOP SIGN
N.T.S.

R5-1
(30" X 30")

DO NOT ENTER SIGN
N.T.S.



SIGN ADJACENT TO PAVEMENT WITH CURB



SIGN ADJACENT TO PAVEMENT WITHOUT CURB

NOTE:
STOP SIGN AND ASSEMBLY SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT STANDARD DETAILS AND SPECIFICATIONS.

STOP SIGN LOCATION DETAIL
N.T.S.

NOTES:
1. PAVEMENT MARKINGS SHALL COMPLY WITH THE LATEST ADDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
2. ALL PAVEMENT MARKINGS SHALL BE THERMO-PLASTIC TRAFFIC STRIPES AND MARKINGS, UNLESS OTHERWISED NOTED ON PLANS.

568

BY

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
EXPIRES REGISTRATION: EB 2030

TODD A. SEYMOUR
REGISTERED
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

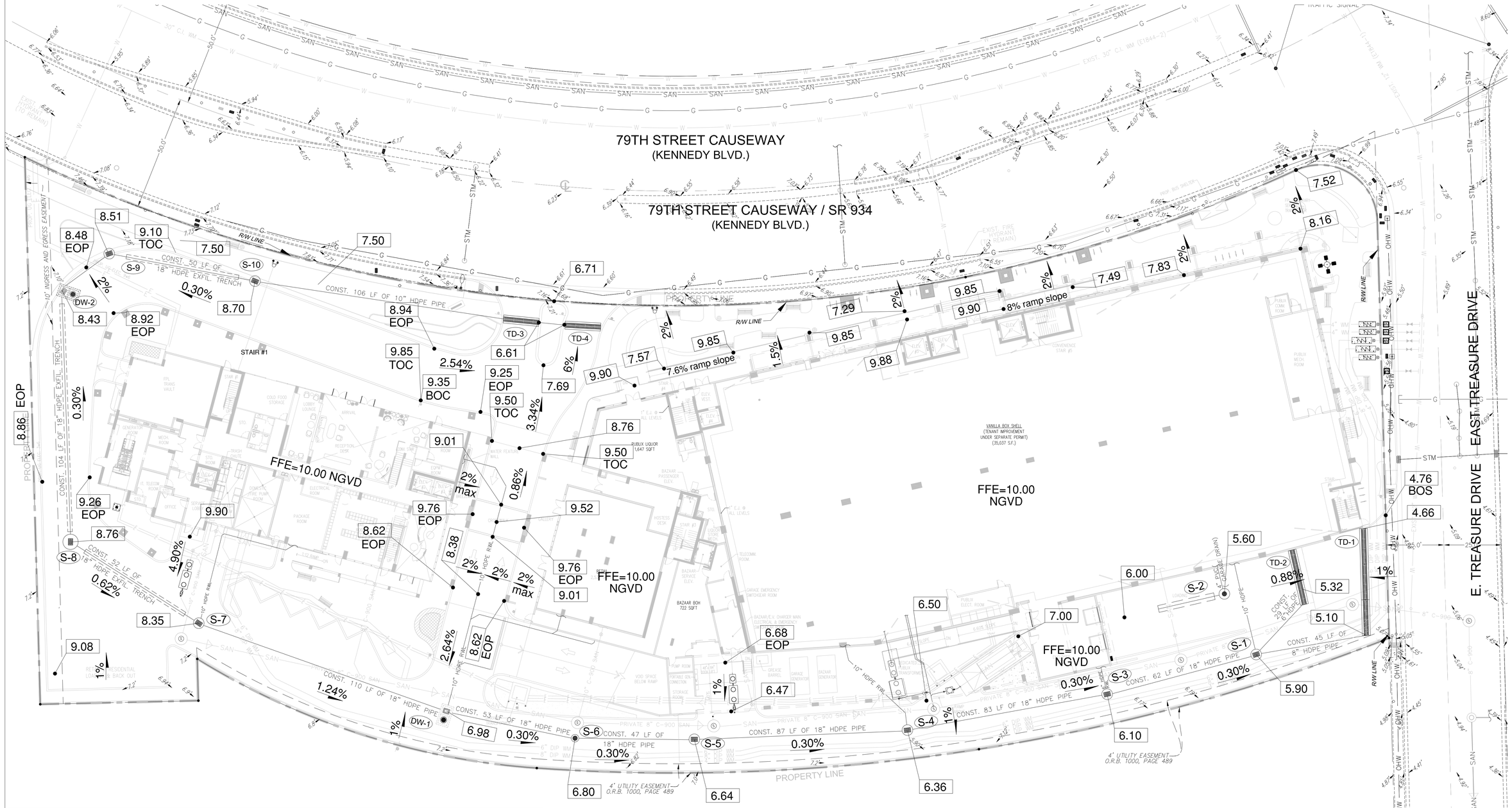
DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 1750 PONCE DE LEON BLVD. CORAL GABLES, 33134 TELEPHONE (305) 447-0900 FAX (305) 444-4086
FORT MYERS
CERTIFICATE OF AUTHORIZATION EB 2600

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

SITE PLAN SUBMITTAL

SHEET TITLE:
SIGNING & PAVEMENT MARKING NOTES AND DETAILS

SHEET NUMBER:
C-8.0



PROPOSED DRAINAGE STRUCTURE TABULATION (FT)

STRC. No.	COORDINATES LATITUDE	COORDINATES LONGITUDE	STRUCTURE TYPE	USF No.	TOP EL.	INVERT EL. N	S	W	E	NW	SW	NE	SE	BOTT. EL.	NOTES	SUMP
S-1			PROP CATCH BASIN Ø4'	4700-6223	5.90	3.30	--	2.60	2.60	--	--	3.30	--	0.60	--	2.00
S-2			PROP MANHOLE Ø4'	310A	5.60	2.60	--	2.40	--	--	--	--	--	(-)1.10	1 BAFFLE	3.50
S-3			PROP CATCH BASIN Ø4'	4700-6223	6.10	3.70	--	2.50	2.50	--	--	--	--	0.50	--	2.00
S-4			PROP CATCH BASIN Ø4'	4700-6223	6.36	3.00	--	2.40	2.40	--	--	--	--	0.40	--	2.00
S-5			PROP CATCH BASIN Ø4'	4700-6223	6.64	--	--	2.30	2.30	--	--	--	--	0.30	--	2.00
S-6			PROP MANHOLE Ø3'	310A	6.80	--	--	2.20	2.20	--	--	--	--	0.20	--	2.00
S-7			PROP CATCH BASIN Ø4'	4700-6223	8.35	4.00	--	--	--	3.00	--	--	3.00	(-)0.50	2 BAFFLE	3.50
S-8			PROP CATCH BASIN Ø6'	4700-6223	8.76	3.00	--	--	--	--	--	--	3.00	(-)0.50	2 BAFFLE	3.50
S-9			PROP CATCH BASIN Ø4'	4700-6223	8.51	--	--	--	3.00	--	3.00	--	--	(-)0.50	1 BAFFLE	3.50
S-10			PROP CATCH BASIN Ø4'	4700-6223	8.70	--	--	3.00	3.00	--	--	--	--	(-)0.50	1 BAFFLE	3.50
DW-1	25°50'51.14" N	80°08'51.41" W	PROP DEEP WELL	4105-6220	6.98	4.20	--	3.00	2.10	--	--	--	--	(-)4.60	--	--
DW-2	25°50'52.96" N	80°08'53.24" W	PROP DEEP WELL	4105-6220	8.43	--	3.00	--	--	--	--	3.00	--	(-)3.10	1 BAFFLE	--
TD-1			PROP TRENCH DRAIN	Z882 DGC	5.10	--	--	4.00	--	--	--	--	--	--	--	--
TD-2			PROP TRENCH DRAIN	Z882 DGC	5.32	--	--	--	--	--	4.00	--	--	--	--	--
TD-3			PROP TRENCH DRAIN	Z882 DGC	6.61	--	--	5.50	5.60	--	--	--	--	--	--	--
TD-4			PROP TRENCH DRAIN	Z882 DGC	6.61	--	--	5.60	--	--	--	--	--	--	--	--

LEGEND

- +XX.XX EXISTING ELEVATIONS
- XX.XX PROPOSED ELEVATIONS
- CATCH BASIN PRECAST W/ BAFFLES (MINIMUM 6' DIAM.)
- TRENCH DRAIN
- PROPOSED DRAINAGE DEEP WELL
- DRAINAGE MH
- HDPE PROPOSED DRAINAGE PIPE
- PROPOSED EXFILTRATION TRENCH
- X-X DRAIN STRUCTURE ID
- FFE FINISH FLOOR ELEVATION
- EOP EDGE OF PAVEMENT
- BOC BACK OF CURB
- TOP TOP OF CURB

NORTH

GRADING & DRAINAGE PLAN

SCALE: 1" = 20'

569

BY

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2690

TODD A. SEYMOUR
LICENSED
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 1750 PONCE DE LEON BLVD. CORAL GABLES, FL 33134 TELEPHONE (305) 447-0900
FORT MYERS 2158 JOHNSTON ST. FORT MYERS, FL 33901 TELEPHONE (239) 334-3063
CERTIFICATE OF AUTHORIZATION EB 2690

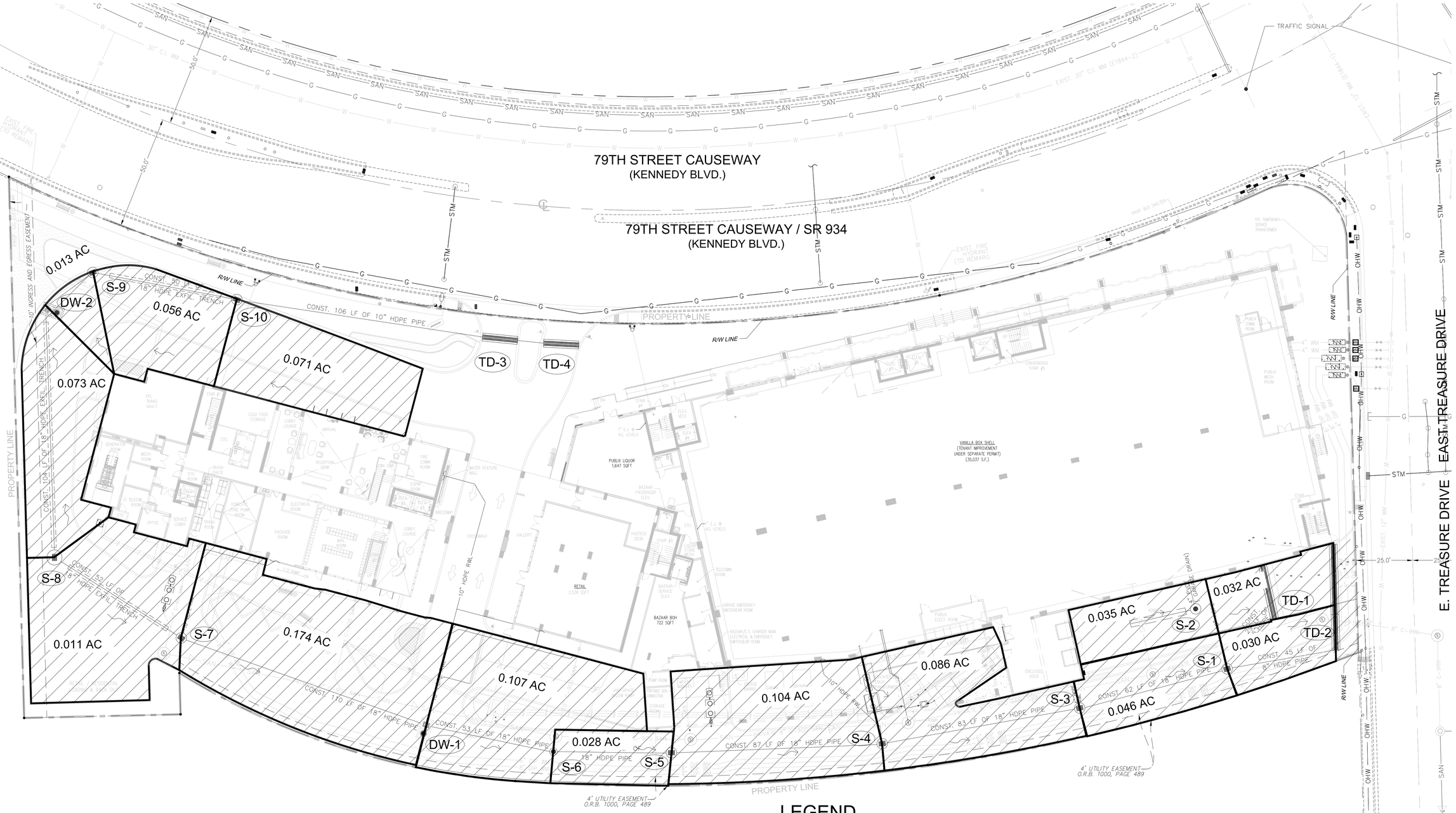
dpa

DRAWN
DATE 08/14/2023
SCALE AS SHOWN
JOB NO. 20180

SITE PLAN SUBMITTAL

SHEET TITLE:
GRADING & DRAINAGE PLAN

SHEET NUMBER:
C-9.0



LEGEND

- X-X — DRAIN STRUCTURE ID
- CATCH BASIN PRECAST W/ BAFFLES (MINIMUM 6' DIAM.)
- TRENCH DRAIN
- PROPOSED DRAINAGE DEEP WELL
- DRAINAGE MH
- HDPE — PROPOSED DRAINAGE PIPE
- PROPOSED EXFILTRATION TRENCH

NORTH

DRAINAGE MAP

SCALE: 1" = 20'

570

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEVMOUR
LICENSED
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 331241 TELEPHONE (305) 447-0900 FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES, FL FAX (305) 447-0907
CERTIFICATE OF AUTHORIZATION EB 2930

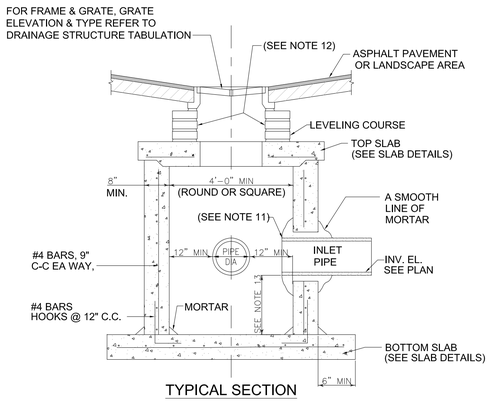
dpa

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

SITE PLAN SUBMITTAL

SHEET TITLE:
DRAINAGE MAP PLAN

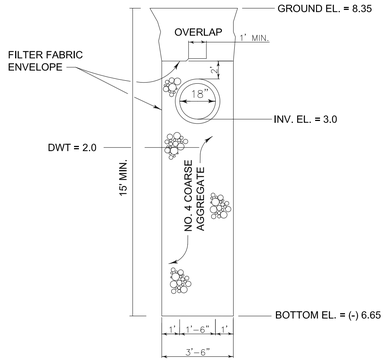
SHEET NUMBER:
C-9.1



TYPICAL SECTION

PRECAST DRAINAGE STRUCTURES

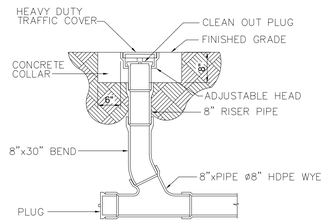
N.T.S.



FRENCH DRAIN CROSS SECTION

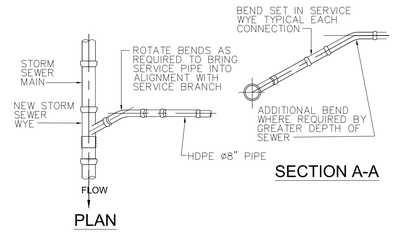
N.T.S.

NOTES:
1. FOR ADDITIONAL INFORMATION SEE M-D C STANDARD STORM DRAINAGE DETAIL SD 1.1.
2. FRENCH DRAIN PIPE SHALL BE HDPE PIPE OR APPROVED EQUAL.



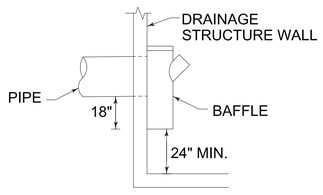
STORM WATER CLEAN OUT DETAIL

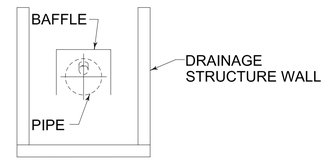
N.T.S.

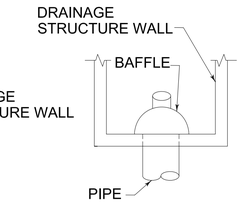


STORM WATER WYE BRANCH CONNECTION DETAIL

N.T.S.







BAFFLE DETAIL (FRENCH DRAIN)

N.T.S.

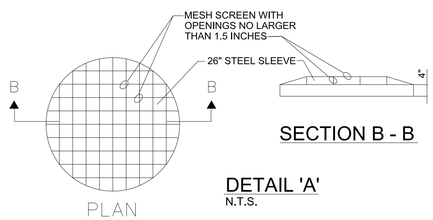
NOTES:
1. FOR ADDITIONAL INFORMATION SEE M-D C STANDARD STORM DRAINAGE DETAIL SD 1.1.
2. FRENCH DRAIN PIPE SHALL BE HDPE PIPE OR APPROVED EQUAL.

NOTES:

1. DESIGN CRITERIA: DESIGN, FABRICATION AND ERECTION OF PRECAST CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318-99 BUILDING CODE REQUIREMENTS FOR REINFORCE CONCRETE AND PCI DESIGN HANDBOOK.
2. DESIGN LIVE LOADS: THE TOP SLAB DRAINAGE STRUCTURE SHALL BE DESIGN TO CARRY TRAFFIC LOADS (HS 20 LOADING).
3. CONCRETE: CONCRETE SHALL BE NORMAL WEIGHT, AND SHALL MEET THE REQUIREMENT OF ASTM C478. CONCRETE COVER FOR REINFORCEMENT SHALL BE 2 INCHES EXCEPT FOOTING BOTTOM BARS SHALL HAVE 3" COVER.
4. REINFORCING: REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, AND SHALL BE U.S. MANUFACTURE.
5. MORTAR: MORTAR USED TO SEAL THE PIPE IN THE WALLS SHALL BE OF SUCH A MIX THAT SHRINKAGE WILL NOT CAUSE LEAKAGE INTO OR OUT OF THE UNIT. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR PRECAST STRUCTURE FOR ENGINEER REVIEW AND APPROVAL.
6. SHOP DRAWING: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR PRECAST STRUCTURES TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE CONSTRUCTION OF STRUCTURE.
7. PRECAST MANUFACTURE SHALL SIZE THE DRAINAGE STRUCTURE TO ACCOMMODATE THE PROPOSED DRAINAGE PIPES. STEEL AND DIMENSIONS SHOWN IN PRECAST DRAINAGE STRUCTURE DETAIL IS FOR REFERENCE USE ONLY, PRECASTER SHALL DESIGN DRAINAGE STRUCTURE TO CARRY TRAFFIC LOADS (HS 20 LOADING), AND SHALL SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL, PRIOR TO THE TO THE CONSTRUCTION OF ANY DRAINAGE STRUCTURE..
8. TOP SLAB TO BE CAST WITH NOTCH TO FIT WALL USED.
9. PIPES MAY EXTEND INTO CATCH BASIN A MAXIMUM OF 3".
10. NONSHRINK GROUT MORTAR SHALL BE AS PER FDOT SECTION 934
11. A SMOOTH LINE OF NONSHRINK GROUT MORTAR 1/2" THICK INSIDE AND OUTSIDE.
12. SEAL STRUCTURE TOP SLAB TO STRUCTURE WALL WITH 1/2" MORTAR
13. 1'-0" MINIMUM SUMP DEPTH FOR MANHOLES AND CATCH BASIN WITHOUT BAFFLES; 3.5' MINIMUM SUMP DEPTH FOR CATCH BASINS WITH BAFFLES.
14. FOR ADDITIONAL CONCRETE AND REINFORCING STEEL DETAILS SEE M-D C STANDARD STORM DRAINAGE DETAIL SD 2.2.

DRAINAGE WELL DETAIL DW-1 & DW-2

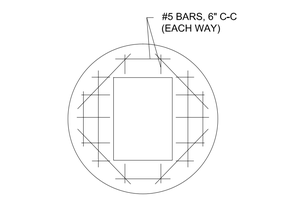
N.T.S.



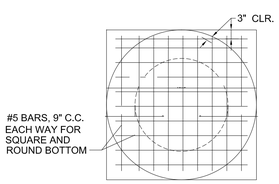
SECTION B - B

DETAIL 'A'

N.T.S.



PLAN 'B'



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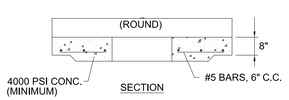
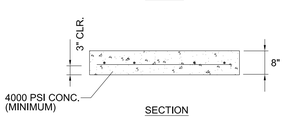


SECTION

TOP SLAB DETAILS

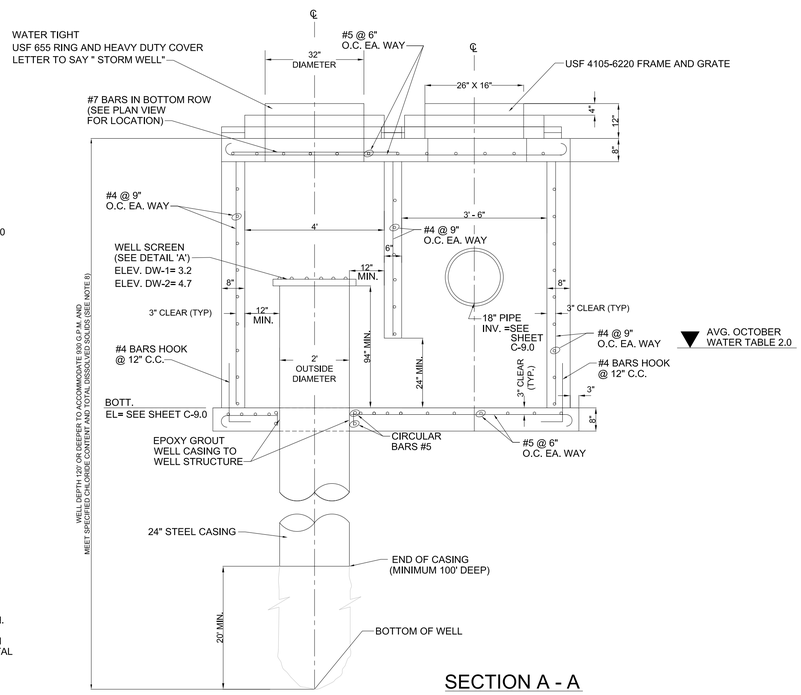


SECTION

BOTTOM SLAB DETAILS

DRAINAGE WELL NOTES:

1. CONCRETE SHALL BE f'c 4000 PSI AT 28 DAYS. TYPE II CEMENT
2. STRUCTURE TO BE CONSTRUCTED OF REINFORCED CONCRETE.
3. ALL REINFORCING STEEL SHALL BE NEW BARS IN ACCORDANCE WITH ASTM A-615 GRADE 60.
4. THE WELL DRILLER SHALL PROVIDE THE ENGINEER WITH CERTIFICATION OF THE CAPACITY AND COMPLETION OF CONSTRUCTION UPON COMPLETION OF INSTALLATION.
5. ALL STEEL BARS HAVE 3" MINIMUM COVER UNLESS OTHERWISE SHOWN AND SHALL BE HOOKED WHERE INDICATED. HORIZONTAL STEEL SHALL BE LAPPED A MINIMUM OF 24 BAR DIAMETERS AT CORNERS. FLOOR SLABS MAY BE SECURED TO STRUCTURE WALLS BY NO. 5 DOWEL BARS (A MINIMUM OF 6 DOWELS) PUSHED INTO THE WET CONCRETE AFTER THE FLOOR SLAB IS PLACED.
6. THE DRAINAGE WELL SHALL HAVE A MINIMUM CAPACITY OF 930 GPM/FOOT OF AVAILABLE HEAD.
7. THE DEEP WELL SHALL BE CLEANED AND FREE OF ALL SAND, SILT AND CONSTRUCTION DEBRIS PRIOR TO PROJECT COMPLETION.
8. A CERTIFIED WELL DRILLER SHALL DEVELOP THE WELL TO A DEPTH AT WHICH THE WATER CONTAINS A MINIMUM OF 10,000 PPM OF TOTAL DISSOLVED SOLIDS AND 1500 PPM OF CHLORIDES.
9. ALL STORM WATER RUNOFF FOR THE ENTIRE PROJECT IS ROUTED THROUGH THE DRAINAGE SYSTEM AS SHOWN ON DRAINAGE PLAN.



SECTION A - A

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2030

TODD A. SEYMOUR
PROFESSIONAL ENGINEER
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES, FL 33134 TELEPHONE (305) 443-0900 FAX (305) 444-1986
CERTIFICATE OF AUTHORIZATION EB 2600

DRAWN
DATE 08/14/2023
SCALE AS SHOWN
JOB NO. 20180

SITE PLAN SUBMITTAL

SHEET TITLE:
DRAINAGE DETAILS

SHEET NUMBER:
C-10.0

BY

571

BY

79TH STREET CAUSEWAY
(KENNEDY BLVD.)

R/W LINE

50.0'

SOIL TRACKING PREVENTION DEVICE

10' INGRESS AND EGRESS EASEMENT

4' UTILITY EASEMENT
O.R.B. 1000, PAGE 489

E. TREASURE DRIVE

25.0'

STM

SAN

OHW

— X — X — STAKED TURBIDITY BARRIER

PROTECTION AROUND DRAINAGE INLETS

NORTH

STORMWATER POLLUTION PREVENTION PLAN

SCALE: 1" = 20'

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEYMOUR
LICENSED
No 52098
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

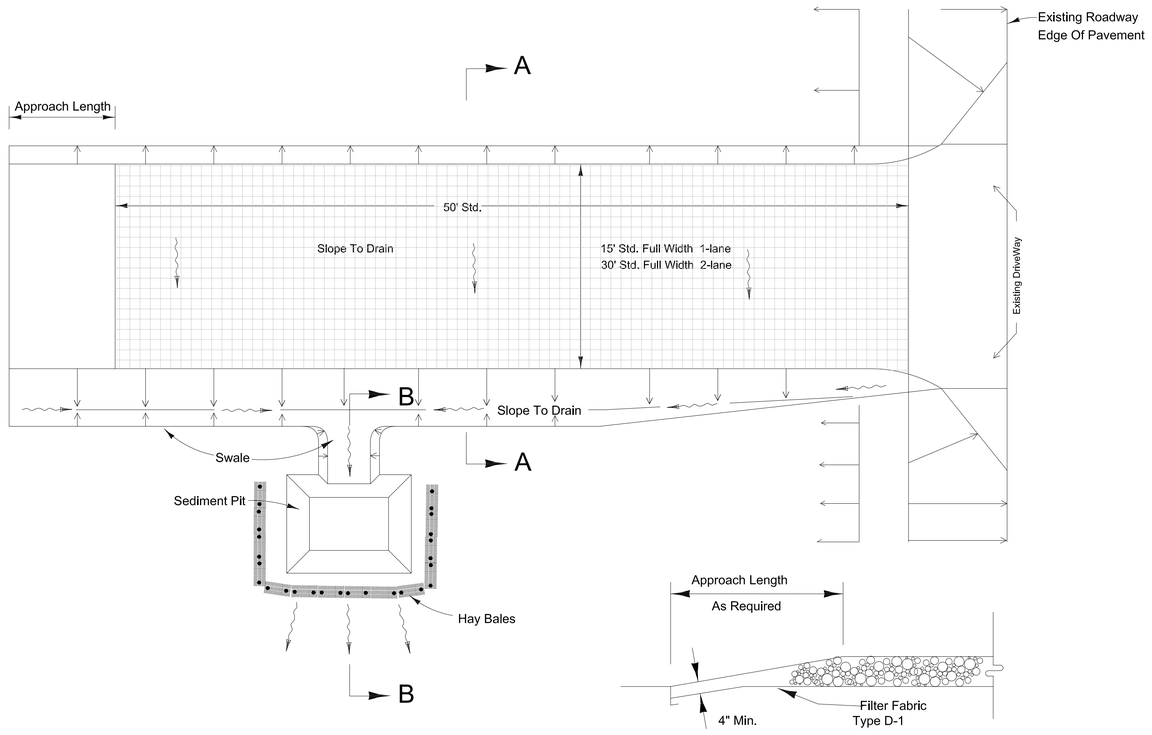
DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 33134 TELEPHONE (305) 447-0900 FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES, FL (305) 447-0900 FAX (305) 448-4986
CERTIFICATE OF AUTHORIZATION EB 2930

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

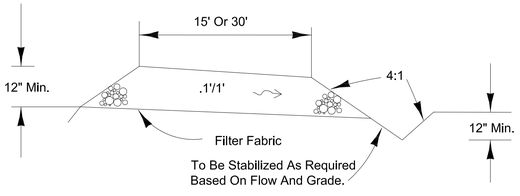
SITE PLAN SUBMITTAL

SHEET TITLE:
STORMWATER POLLUTION PREVENTION PLAN

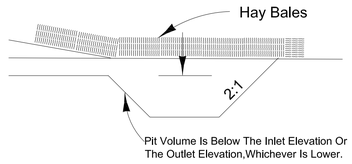
SHEET NUMBER:
C-11.0



TRANSITION DETAIL

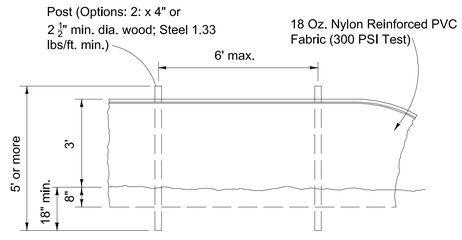


SECTION A-A



SECTION B-B

SOIL TRACKING PREVENTION DEVICE
N.T.S.



STAKED TURBIDITY BARRIER
N.T.S.

GENERAL NOTES

1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where offsite tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging or other positive means shall be used as required to limit and direct vehicular egress across the STPD.

2. The Contractor may propose an alternative technique to minimize offsite tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.

3. All materials spilled, dropped, or tracked onto public roads(including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the Engineer.

4. Aggregates shall be FDOT Size #1. Other sizes contain excessive small size aggregate which would track off project and are unsuitable. #2 aggregate may be substituted only with approval of the Engineer.

5. The Sediment Pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit. When the STPD is isolated from other drainage areas, the following pit volumes will satisfy this requirement:
FOR 15'X50' PROVIDE 100 CF FOR 30'X50' PROVIDE 200 CF
As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half,it shall be cleaned. When a swale is used, bales shall be placed along the entire length.

6. The swale ditch draining the STPD shall have a 0.2% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.

7. The STPD shall be maintained in a condition that will allow it to perform its function.To prevent offsite tracking, the STPD shall be rinsed (daily when in use) to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.

573

BY

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEYMOUR
LICENSED
No 52098
STATE OF
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PROFESSIONAL ENGINEER

PROJECT NUMBER:

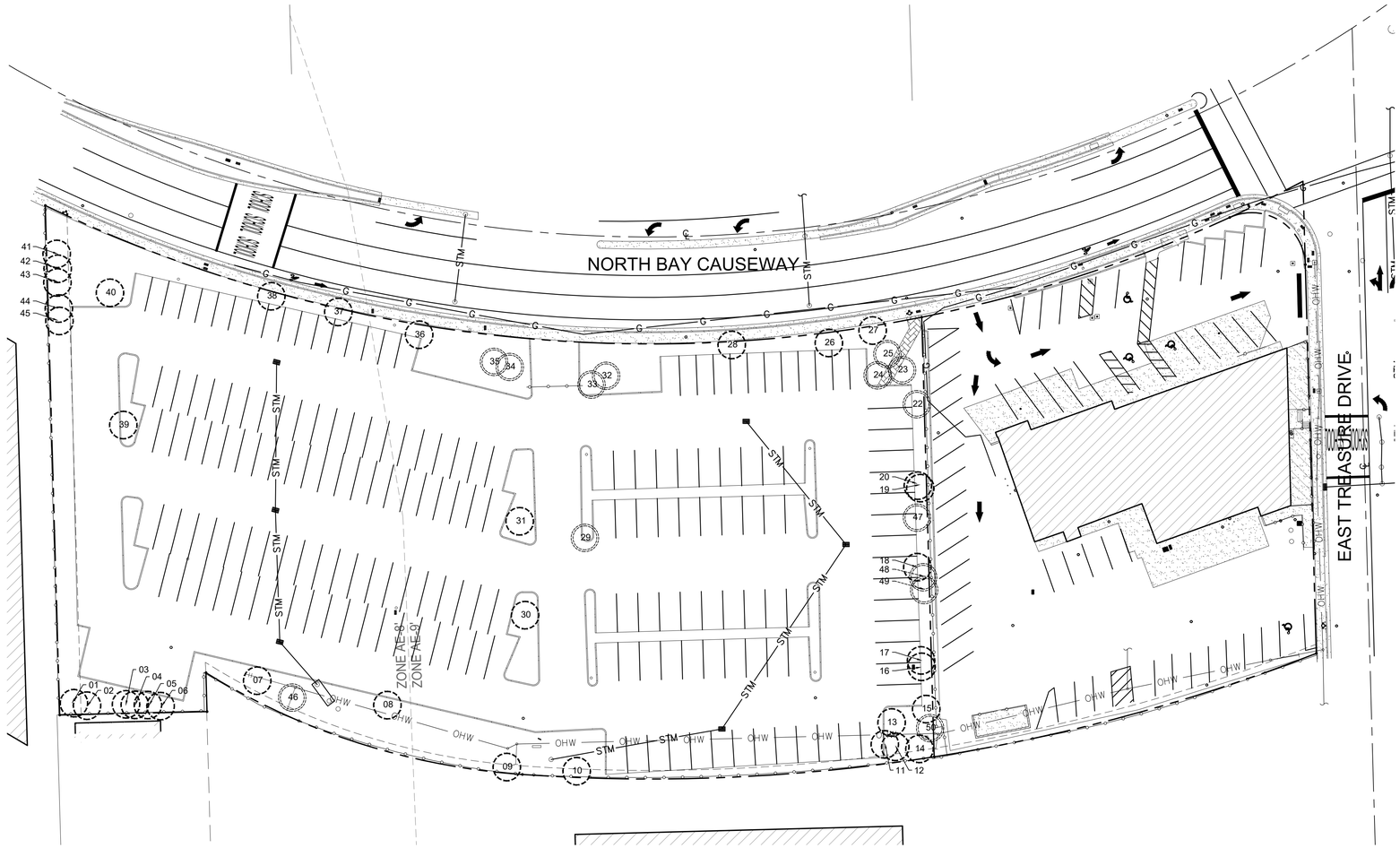
DAVID PLUMMER & ASSOCIATES,INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 33134 TELEPHONE (305) 447-0900 FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES, FL. FAX (305) 444-4986
CERTIFICATE OF AUTHORIZATION EB 2930

DRAWN
DATE 08/14/2023
SCALE AS SHOWN
JOB NO. 20180

SITE PLAN SUBMITTAL

SHEET TITLE:
STORMWATER POLLUTION PREVENTION NOTES & DETAILS

SHEET NUMBER:
C-12.0



TREE DISPOSITION PLAN

Scale: 1" = 30'-0"

NORTH

SYMBOL LEGEND

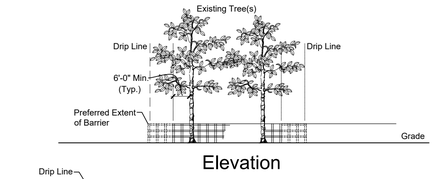
(#X) Tree to Relocate

(#x) Tree to Remove

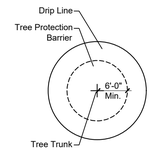
REPLACEMENT CHART

TOTAL CANOPY AREA OF TREES TO BE REMOVED	TOTAL NUMBER OF REPLACEMENT TREES REQUIRED
4,564 SQ. FT. TO BE REMOVED	9,128 SQ. FT. TO BE REPLACED (22) Category 2 Replacement Trees & (9) Category 1 Replacement Palms Required & Provided in Landscape Plan
MINIMUM NUMBER OF REPLACEMENT SPECIES REQUIRED: 4	MINIMUM NUMBER OF REPLACEMENT SPECIES PROVIDED: 4 See Landscape Plans for more information.

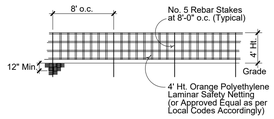
Note: Protective barriers shall be placed around each tree, cluster of trees, or the edge of the preservation area no less than six (6) feet (in radius) from the trunk of any protected tree cluster or preservation area unless a lesser distance is specified by the Department. Protective barriers shall be a minimum of four (4) feet above ground level and shall be constructed of wood, plastic or metal, and shall remain in place until development is completed and the Department has authorized their removal. Protective barriers shall be in place prior to the start of any construction.



Elevation



Plan



Detail

Tree Protection Barrier Detail

Tree #	Scientific Name	Common Name	DBH - in.	Height - ft. (Palms - CT)	Canopy (Dia. Ft.)	Canopy (Sq. ft.)	Condition	Disposition
1	*Ficus benjamina*	Ficus	5	22	10	79	Invasive	Remove
2	*Ficus benjamina*	Ficus	8	23	15	177	Invasive	Remove
3	*Ficus benjamina*	Ficus	8	22	14	154	Invasive	Remove
4	*Ficus benjamina*	Ficus	8	20	18	254	Invasive	Remove
5	*Ficus benjamina*	Ficus	11	26	13	133	Invasive	Remove
6	*Ficus benjamina*	Ficus	9	25	12	113	Invasive	Remove
7	*Ficus aurea*	Ficus	9	40	55	2,375	Fair	Remove
8	*Podocarpus gracilor*	Weeping Podocarpus	6	16	14	154	Fair	Remove
9	*Schinus terebinthifolia*	Brazilian Pepper	26	27	30	707	Invasive	Remove
10	*Schinus terebinthifolia*	Brazilian Pepper	30	20	40	1,256	Invasive	Remove
11	*Schinus terebinthifolia*	Brazilian Pepper	24	19	14	154	Invasive	Remove
12	*Schinus terebinthifolia*	Brazilian Pepper	24	20	15	177	Invasive	Remove
13	*Schinus terebinthifolia*	Brazilian Pepper	8	25	18	254	Invasive	Remove
14	*Schinus terebinthifolia*	Brazilian Pepper	24	12	15	177	Invasive	Remove
15	*Schinus terebinthifolia*	Brazilian Pepper	14	16	18	254	Invasive	Remove
16	*Schinus terebinthifolia*	Brazilian Pepper	29	22	17	227	Invasive	Remove
17	*Bischofia javanica*	Bischofia	4	12	10	79	Invasive	Remove
18	*Schinus terebinthifolia*	Brazilian Pepper	8	15	12	113	Invasive	Remove
19	*coccoloba uvifera*	Seagrape	29	25	23	415	Fair	Remove
20	*Schinus terebinthifolia*	Brazilian Pepper	30	30	20	314	Invasive	Remove
22	*Sabal palmetto*	Cabbage Palm	12	14	15	177	Fair	Relocate
23	*Sabal palmetto*	Cabbage Palm	14	10	25	491	Good	Relocate
24	*Sabal palmetto*	Cabbage Palm	12	25	12	113	Good	Relocate
25	*Sabal palmetto*	Cabbage Palm	12	23	10	79	Good	Relocate
26	*Tabebuia caraiba*	Yellow Tabebuia	13	22	15	177	Fair	Remove
27	*Cocos nucifera*	Coconut Palm	9	25	15	177	Fair	Remove
28	*Tabebuia caraiba*	Yellow Tabebuia	9	15	8	50	Fair	Remove
29	*Sabal palmetto*	Cabbage Palm	17	10	10	79	Fair	Relocate
30	*Tabebuia caraiba*	Yellow Tabebuia	15	18	15	177	Fair	Remove
31	*Tabebuia caraiba*	Yellow Tabebuia	6	8	10	79	Fair	Remove
32	*Sabal palmetto*	Cabbage Palm	12	22	10	79	Good	Relocate
33	*Sabal palmetto*	Cabbage Palm	12	25	10	79	Good	Relocate
34	*Sabal palmetto*	Cabbage Palm	10	25	12	113	Good	Relocate
35	*Sabal palmetto*	Cabbage Palm	12	20	10	79	Good	Relocate
36	*Tabebuia caraiba*	Yellow Tabebuia	7	18	10	79	Fair	Remove
37	*Tabebuia caraiba*	Yellow Tabebuia	15	27	25	491	Fair	Remove
38	*Tabebuia caraiba*	Yellow Tabebuia	17	29	20	314	Fair	Remove
39	*Tabebuia caraiba*	Yellow Tabebuia	12	10	10	79	Fair	Remove
40		Uprooted	N/A	N/A	N/A	N/A	Uprooted	Remove
41	*Ficus benjamina*	Ficus	14	25	25	491	Invasive	Remove
42	*Ficus benjamina*	Ficus	8	23	15	177	Invasive	Remove
43	*Ficus benjamina*	Ficus	8	10	5	20	Invasive	Remove
44	*Ficus benjamina*	Ficus	7	12	10	79	Invasive	Remove
45		Dead	N/A	N/A	N/A	N/A	Dead	Remove
46	*Sabal palmetto*	Cabbage Palm	12	30	10	79	Fair	Relocate
47	*Sabal palmetto*	Cabbage Palm	14	17	11	95	Fair	Relocate
48	*Sabal palmetto*	Cabbage Palm	12	17	12	113	Fair	Relocate
49	*Sabal palmetto*	Cabbage Palm	7	10	8	50	Fair	Relocate
50	*Sabal palmetto*	Cabbage Palm	10	18	10	79	Fair	Relocate
	Total Square Footage Removed					4,564		

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SHOMA NORTH BAY VILLAGE

NORTH BAY VILLAGE, FL

TREE DISPOSITION PLAN

Project:

Revisions: Date: By:

Seal:

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Digitally signed by Andrew M Witkin
Date: 2023.09.01 12:34:59 -04'00'

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Tree Disposition Plan

Date: 09/21/2020

Scale: See Left

Drawn by: AGS

Sheet No.:

TD-1

Cad Id.: 2020-035

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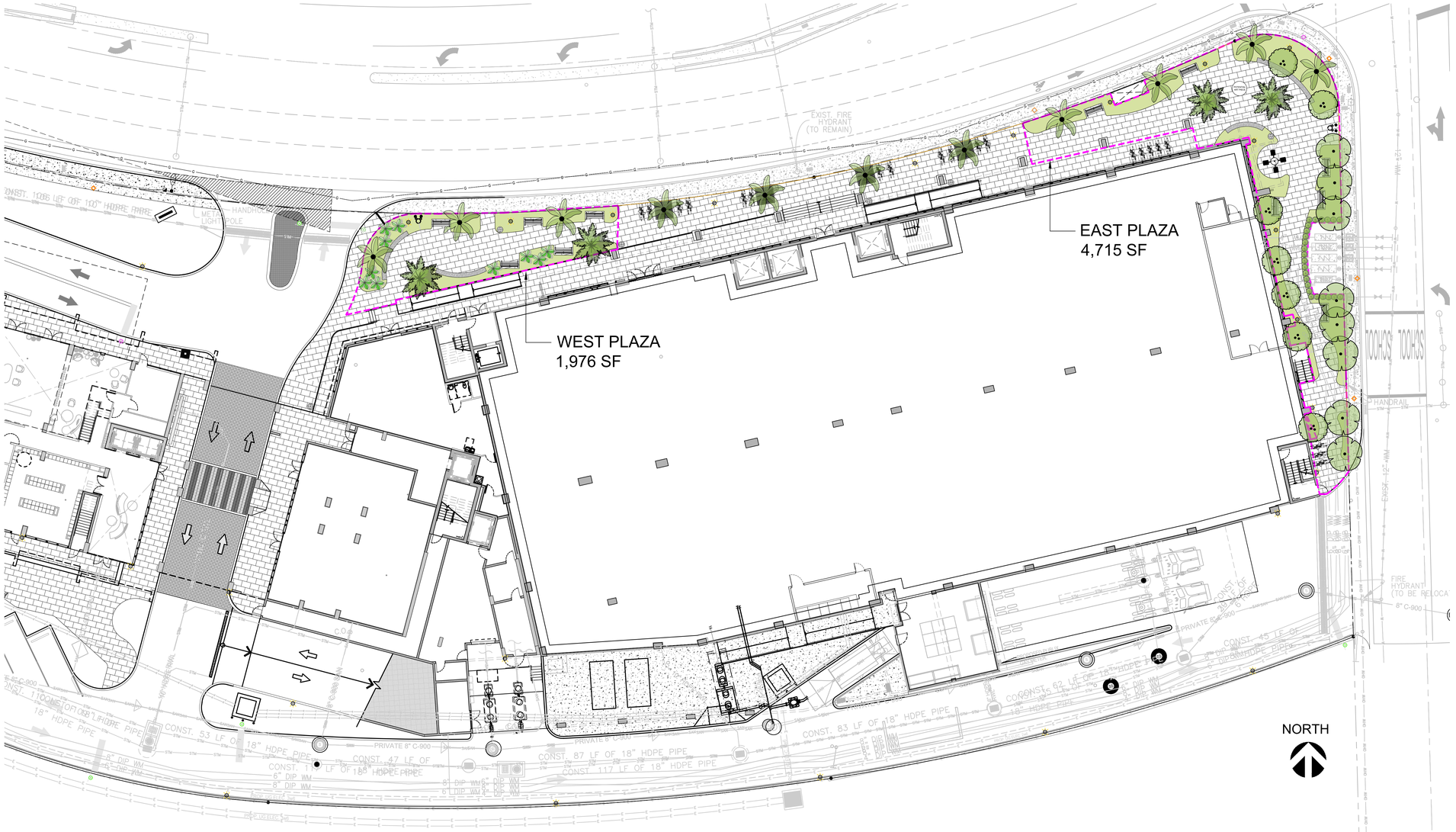

CIVIC SPACE AREA CALCULATIONS

NET LOT AREA = 121,914 SF

CIVIC SPACE REQUIREMENT (5% MIN) = 6,096 SF

TOTAL CIVIC SPACE PROVIDED = 6,691 SF

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Project: SHOMA NORTH BAY VILLAGE

NORTH BAY VILLAGE, FL

CIVIC SPACE OVERALL PLAN

Phase:

Revisions:	Date:	By:

Seal: REGISTERED LANDSCAPE ARCHITECT ANDREW M. WITKIN LA0000889 STATE OF FLORIDA

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Date: 2023.09.01 12:35:29 -04'00'

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Member: A.S.L.A.

Date: 08/03/2023

Scale: 1/16" = 1' - 0"

Drawn by: JT

Sheet No.:

SK-1

Cad Id.: 2020-035

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PLANTING PALETTE

BIKE RACKS

TRASH RECEPTACLE

BENCH

PAVING

TABLE & CHAIRS

CURVILINEAR BENCH

1 BIKE RACKS

2 TRASH RECEPTACLE

3 BENCH

4 PLAZA HARDSCAPE

6 CURVILINEAR BENCH

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Project: SHOMA NORTH BAY VILLAGE

NORTH BAY VILLAGE, FL

WEST PLAZA (CIVIC SPACE)

Phase: PLANNING & ZONING

Revisions:	Date:	By:

Seal: MEMBER AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS ANDREW M. WITKIN LA0000889 STATE OF FLORIDA

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Date: 2023.09.01 12:35:53 -04'00'

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Member: A.S.L.A.

Date: 08/03/2023

Scale: 1/4" = 1' - 0"

Drawn by: JT

Sheet No.:

SK-2

Cad Id.: 2020-035

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1 BIKE RACKS

2 TRASH RECEPTACLE

3 BENCH

4 PLAZA HARDSCAPE

5 CURVILINEAR BENCH

6 TABLE & CHAIRS

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SHOMA NORTH BAY VILLAGE

NORTH BAY VILLAGE, FL

EAST PLAZA (CIVIC SPACE)

Phase: PLANNING & ZONING

Revisions:	Date:	By:

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Scale: 1/4" = 1' - 0"

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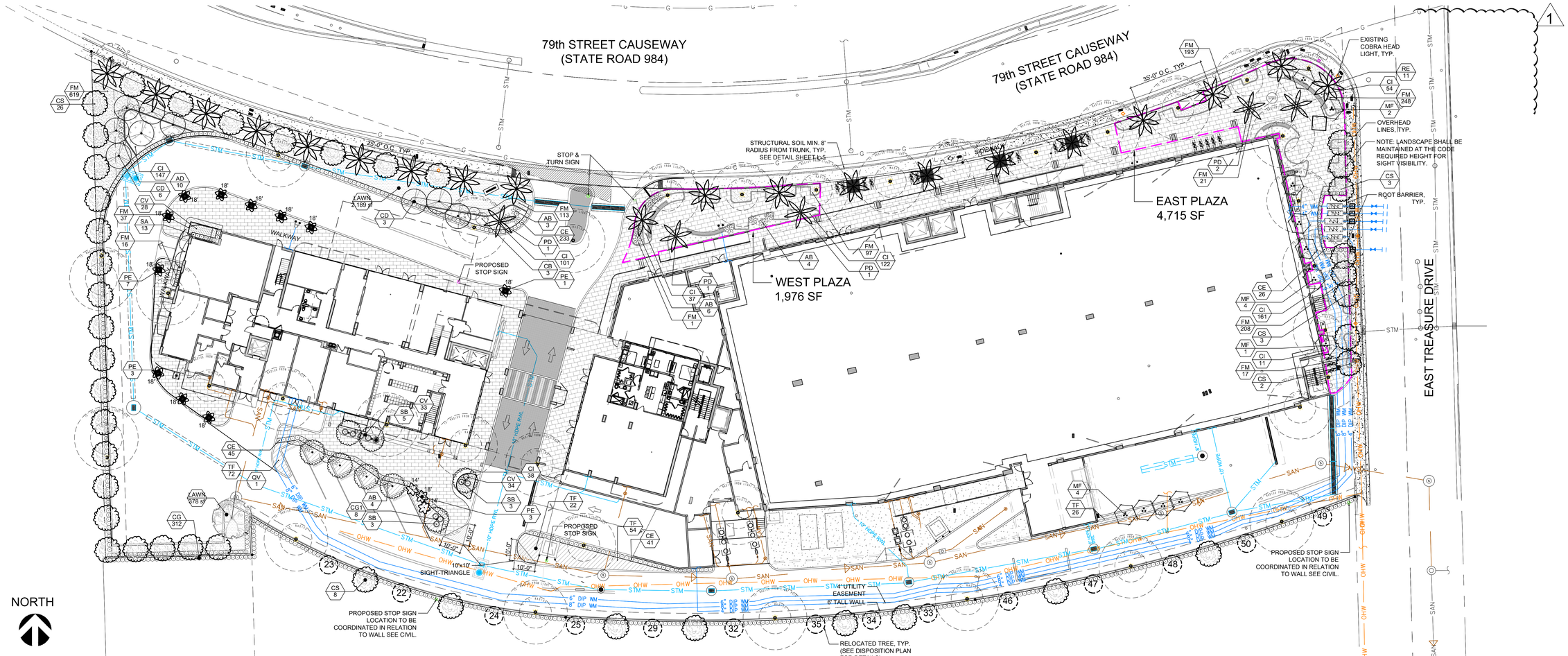
Sheet No.:

SK-3

Cad Id.: 2020-035



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES
	CG1	8	Clusia guttifera Small Leaf Clusia	10` HT. X 5` SPR. X 2" DBH	F.G.	Y	-
	CD	9	Coccoloba diversifolia Pigeon Plum	10` HT. X 5` SPR. X 2" DBH	F.G.	Y	-
	CS	42	Conocarpus erectus sericeus Silver Buttonwood	12` HT. X 5` SPR. X 2" DBH	F.G.	Y	-
	MF	11	Myrcianthes fragrans Simpson's Stopper	12` HT. X 6` SPR. X 2" CAL.	45 GAL.	Y	MULTI TRUNK
	QV	1	Quercus virginiana Live Oak	12` HT. X 5` SPR. 2" DBH	F.G.	Y	-
PALM TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES
	PD	5	Phoenix dactylifera 'Medjool' Medjool Date Palm	10` HT. X 8` SPR.	F.G.		
	PE	14	Ptychosperma elegans 'single' Alexander Palm	14` - 18` HT.	F.G.	N	SEE PLAN FOR HTS.
	RE	20	Roystonea elata Florida Royal Palm	20` O.A. HT.	F.G.	Y	MATCHED HEIGHTS
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES
	AB	17	Aechmea blanchetiana Bright Yellow Bromeliad	36" HT. X 24" SPR.	10" POT	N	-
	AD	10	Asparagus densiflorus 'Myers' Foxtail Fern	24" HT. X 24" SPR.	3 GAL.	N	-
	CG	312	Clusia guttifera Small Leaf Clusia	36" HT. X 36" SPR. /24" O.C.	7 GAL.	N	-
	CE	345	Conocarpus erectus Green Buttonwood	24" HT. X 24" SPR. / 24" O.C.	7 GAL.	Y	-
	CB	3	Cordyline fruticosa 'Black Magic' Black Magic Ti Plant	36" HT. X 36" SPR.	3 GAL.	N	-
	SA	13	Schefflera arboricola Green Schefflera	24" HT. X 24" SPR. / 24" O.C.	3 GAL.	N	-
	SB	11	Spartina bakeri Sand Cordgrass	18" HT. X 18" SPR. / 18 O.C.	1 GAL.	Y	-
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES
	CI	815	Chrysobalanus icaco 'Red Tip' Red Tip Cocoplum	18" HT. X 18" SPR. / 18" O.C.	3 GAL.	Y	-
	CV	95	Codiaeum variegatum 'Mammy' Red - Yellow Croton	18" HT. X 18" SPR. / 18" O.C	3 GAL.	N	-
	TF	174	Tripsacum floridana Dwarf Fakahatchee Grass	30" HT. X 30" SPR. / 30" O.C.	3 GAL.	Y	-
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES
	FM	1,513	Ficus microcarpa Green Island ficus	15" HT. X 15" SPR. / 15" O.C.	3 GAL.	N	-
TURF GRASS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES
	LAWN	2,548 sf	Stenotaphrum secundatum 'Floratam' Floratam St. Augustine Grass	SOLID EVEN SOD	-	N	-

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan

Zoning District: MO/RM — Net Lot Area 2.798 acres 121,914 s.f.

OPEN SPACE	REQUIRED	PROVIDED
A. Square Feet of open space required by Chapter 33, as indicated on site plan: Net lot area = 121,914 s.f. x 10 % = 12,191 s.f.	12,191	31,336
B. Square Feet of parking lot open space required by Chapter 33, as indicated on site plan: No. outside/ground-level parking spaces 5 x 10 s.f. per parking spaces =	50	50
C. Total s.f. of landscaped open space required: A + B =	12,241	31,386
LAWN AREA CALCULATION		
A. 12,241 total s.f. of landscaped open space required		
B. Maximum lawn area (sod) permitted = 60 % x 7,345 s.f. =	7,345	2,567
TREES		
A. No. trees required per net lot acre Less existing number of trees meeting minimum requirements = 28 trees x net lot acres =	78	78
B. % Palms Allowed: No. trees required x 30% = (palms provided in excess of 30% are not counted towards code)	23	23
C. % Natives Required: No. trees provided x 30% =	23	63
D. Street trees (maximum average spacing of 35' o.c.): 590 linear feet along street =	17	17
E. Street trees located directly beneath power lines (maximum average spacing of 25' o.c.): 146 linear feet along street / 25 =	6	7
F. Total Trees Required A + D + E = 95 Total Trees	95	96
SHRUBS		
A. No. trees required x 10 = No. of shrubs allowed	950	950+
B. No. shrubs allowed x 30% = No. of native shrubs required	285	285+
		SEE LANDSCAPE

Mitigation	
Total SqFt TREE Canopy Removed	1,597
Total SqFt Specimen TREE Canopy Removed (x2)	831
Total SqFt PALM Canopy Removed	4,252
Total SqFt Specimen PALM Canopy Removed	0
Total SqFt Specimen PALM & Tree Canopy Removed	831
Total Credits Required	**6,680**
Total Credits Provided	**27,400**
Total Deficency	**-20,720**

Canopy Replacement Calculations			
Tree / Palm	Quantity	Credit	Total Credits
Native Shade (Hardwood) Tree 1	1	500	500
Non-Native Shade (Hardwood) (Category 1)	0	500	0
Native Shade Tree (Hardwood) (Category 2)	46	300	13,800
Non-Native Shade Tree (Hardwood) (Category 2)	11	300	3,300
Native Small Tree (Category 3)	9	200	1,800
Non-Native Small Tree (Category 3)	0	200	0
Native Palm (Category 1)	18	300	5,400
Non-Native Palm (Category 1)	3	300	900
Native Palm (Category 2)	0	100	0
Non-Native Palm (Category 2)	17	100	1,700
TOTAL CREDITS PROVIDED			**27,400**
TOTAL TREES			**67**
TOTAL PALM			**38**
TOTAL % NATIVE TREES			**70%**
TOTAL % PALMS			**36%**

SHEET INDEX:

L-1 INDEX & LANDSCAPE PLAN - GROUND FLOOR
L-2 LANDSCAPE PLAN - LVL 11
L-3 LANDSCAPE PLAN - POOL DECK
L-4 LANDSCAPE DETAILS
HS-1 HARDSCAPE PLAN - GROUND FLOOR
HS-2 HARDSCAPE PLAN - LVL 11
HS-3 HARDSCAPE PLAN - POOL DECK
HS-4 HARDSCAPE DETAILS

GENERAL NOTES:

- Irrigation Plans shall be submitted for review and permitting at time of building permit
- All tree removal and relocated trees will require a tree permit from North Bay Village prior to the commencement of work
- All principals of Florida-Friendly landscaping and design standards shall be utilized.
- All landscaping shall meet or exceed North Bay Village code specification requirements and proper horticultural practices
- Call Sunshine One Call Service at 811 before digging
- All landscaping shall be warranted for one year after final acceptance
- No landscape substitutions shall be made without the North Bay Village approval
- All bracing shall be removed within one year of final inspection
- All proposed planting soil must be free of construction debris, weeds, and rocks
- All proposed mulch must be pulled away 3" from the tree/palm trunks
- All plant root balls shall be 10% above grade and the wire baskets, burlap, string, and rope must be removed
- All fire hydrants and fire check valves should have a minimum 7'-6" clearance from the font and sides with a 4'-0" clearance from the rear to all landscape material
- All lights should have a minimum 15'-0" separation on large trees and 7'-6" on palms and small trees
- All planting pits shall be a minimum of 2x the root ball diameter
- All trees trimming shall be done in accordance with North Bay Village req.
- All invasive exotic plants shall be removed from the site

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Project: SHOMA NORTH BAY VILLAGE
NORTH BAY VILLAGE, FL
Phase:
INDEX & LANDSCAPE PLAN - GROUND FLOOR

Revisions:	Date:	By:
1) City Comments	06.28.2023	JT

Seal:
REGISTERED LANDSCAPE ARCHITECT ANDREW M. WITKIN LA0000889 STATE OF FLORIDA
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Date: 2023.09.01 12:36:40 -04'00'
Lic. # LA0000889
Member: A.S.L.A.

Drawing: Index
Date: 05/26/2023
Scale: 1" = 20'
Drawn by: JT
Sheet No.: L-1
Cad Id.: 2020-035

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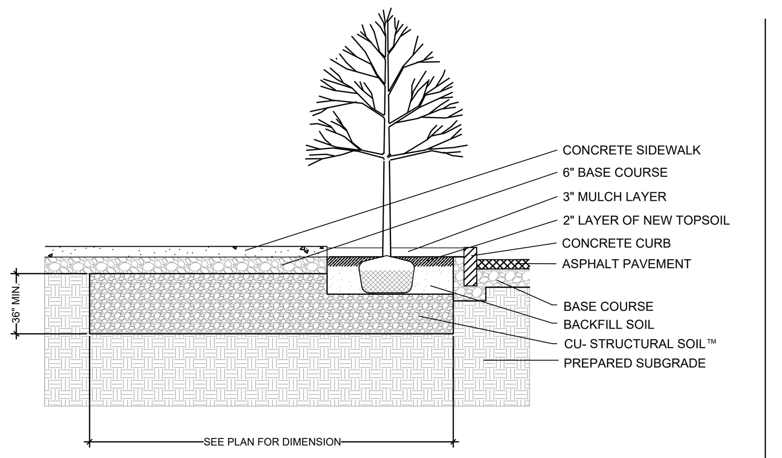
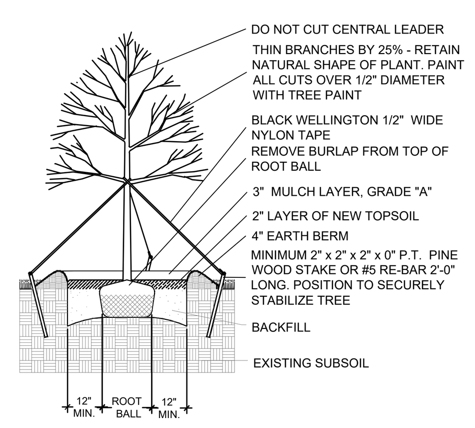
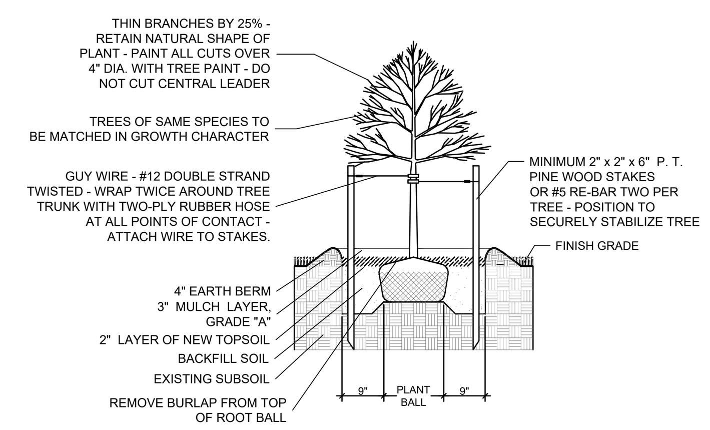


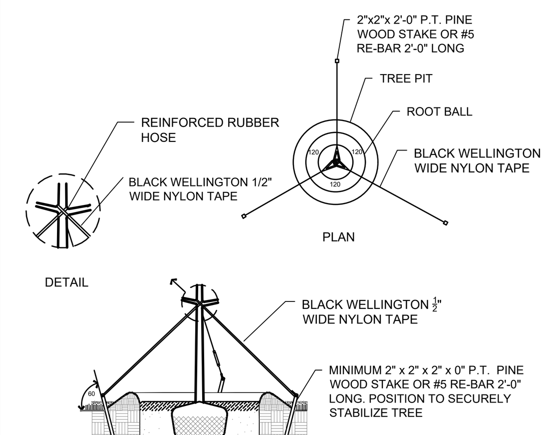
STRUCTURAL SOIL PLANTING DETAIL



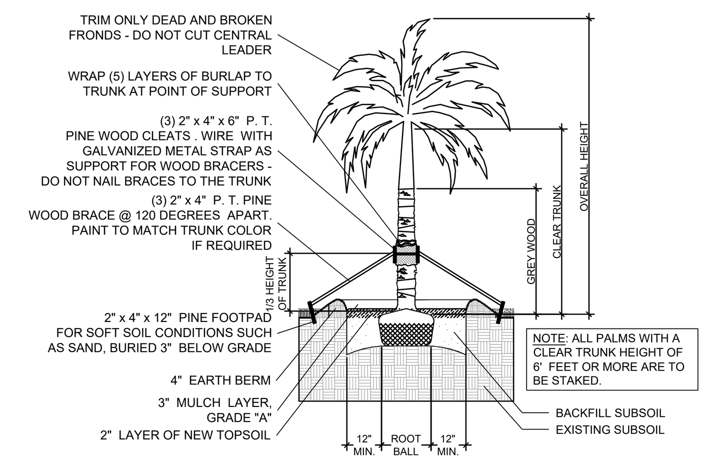
LARGE TREE PLANTING DETAIL



SMALL TREE PLANTING DETAIL



TYPICAL TREE GUYING DETAIL



STRAIGHT TRUNK PALM PLANTING DETAIL

Surround Style Planting with Deeproot Universal Barriers

When selecting the Surround style planting application you will have the greatest success by following these simple steps as illustrated below:

A. Prepare the initial planting hole as illustrated below. This is based upon the combination of desired barrier diameter and depth. Consider if drainage devices or amendments are needed to correct any adverse soil or planting conditions in the backfill area.

B. Assemble the appropriate number of DeepRoot Universal Barrier panels. The vertical root deflecting ribs on the panel must face inward, toward the root ball. (This is very important, otherwise the roots will become girdled by traveling around the smooth walled surface)

C. Next place the barrier in the center of the planting hole, keeping in mind that the double top edge of the barrier should be positioned approximately 1/2" (13mm) above grade. This helps retard potential root overgrowth. Failing to position the top edge above grade can allow root overgrowth which can lead to uprooted hardscapes.

D. Backfill and compact with soil inside the barrier to the level where the bottom of the root ball will be when positioned correctly with the crown of the root ball approximately 1" (26mm) above grade.

E. Remove the tree from its container, or cut away the top portion of burlap and position in the center of the barrier. Complete the backfill of the soil. Distribute evenly to maintain the shape of the barrier and compact the backfill every 4"-6" (10cm-15cm). Roots will die quickly if left exposed to the elements so keep exposure of the roots to a minimum.

F. If staking or guying is required we recommend using the soft, safe and economical alternative to traditional wire and hose, ArborTie (see www.deeproot.com for details)

G. If the tree(s) will be subject to maintenance work such as lawn mowing or weed trimming we strongly recommend the installation of ArborGard+ Tree Trunk Protectors which are placed around the base of young trees to protect them from damage by weed trimmers, lawn mowers and small rodents. (See www.deeproot.com)

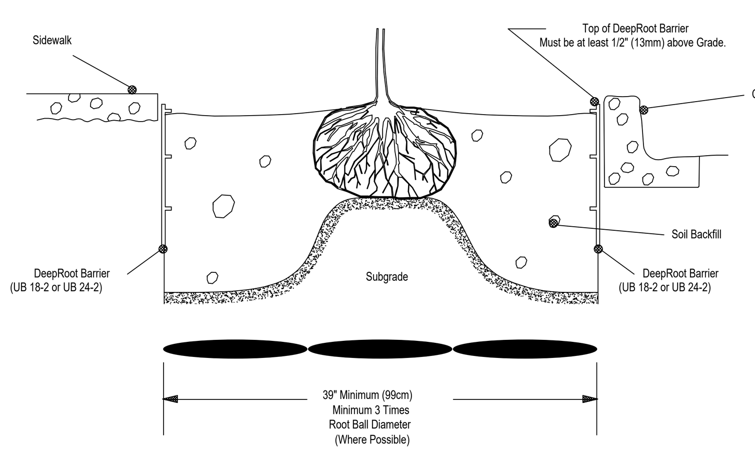
H. Water and follow proper tree maintenance practices.

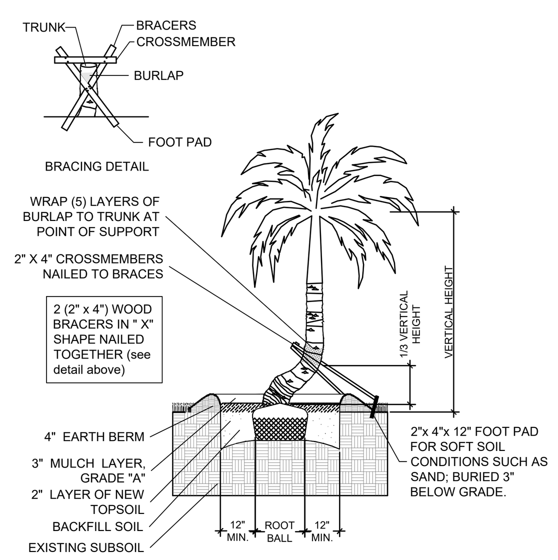
Trees do require care and nurturing after planting. Consult with your local supplier for proper care procedures for the species you are planting. The planting instructions given here are by no means a comprehensive guide. Rather they are general guidelines to planting with DeepRoot Barriers and a survey of current planting methods. Conditions will vary however and it is recommended that an Arborist be consulted before planting.

For additional information please visit our website at www.deeproot.com

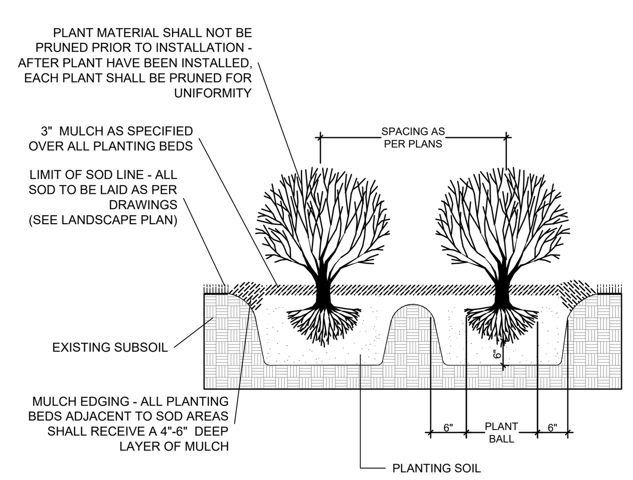
For information regarding distributors please call: 1 800 ILV ROOT (458.7668). For help with drainage or other difficult installation questions please call DeepRoot Technical Support at: 1 800 ROOT TEK (766.8835).

A Typical Surround Planting Installation Using DeepRoot Universal Barrier

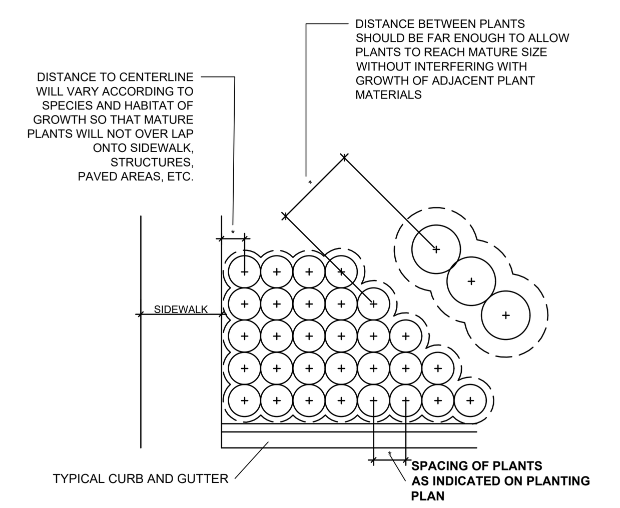




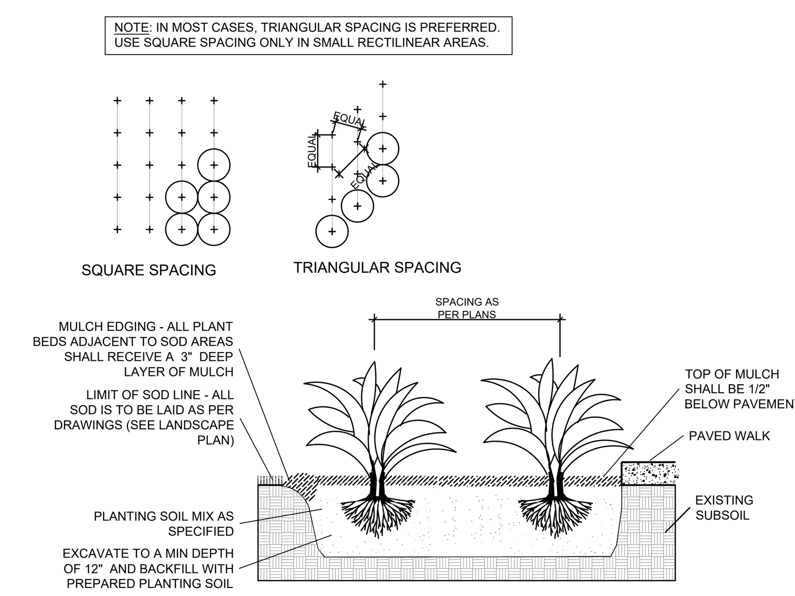
CURVED TRUNK PALM PLANTING DETAIL



TYPICAL SHRUB PLANTING DETAIL



TYPICAL CONTAINER SPACING DETAIL



TYPICAL GROUNDCOVER PLANTING DETAIL

PLANTING NOTES:

-All plant material is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.

-All plants are to be top dressed with a minimum 3" layer of Melaleuca mulch, Eucalyptus mulch or equal.

-Planting plans shall take precedence over plant list in case of discrepancies.

-No changes are to be made without the prior consent of the Landscape Architect and Owner. Additions and or deletions to the plant material must be approved by the project engineer.

-Landscape Contractor is responsible for providing their own square footage takeoffs and field verification for 100% sod coverage for all areas specified.

- All landscape areas are to be provided with automatic sprinkler system which provide 100% coverage, and 50% overlap.

- All trees in lawn areas are to receive a 24" diameter mulched saucer at the base of the trunk.

- Trees are to be planted within parking islands after soil is brought up to grade. Deeply set root balls are not acceptable.

- Planting soil for topsoil and backfill shall be 50/50 mix, nematode free. Planting soil for annual beds to be comprised of 50% Canadian peat moss, 25% salt free coarse sand and 25% Aerolite.

- Tree and shrub pits will be supplemented with "Agriform Pells", 21 gram size with a 20-10-5 analysis, or substitute application accepted by Landscape Architect. Deliver in manufacturer's standard containers showing weight, analysis and name of manufacturer.

SOD NOTES:

-Sod is to be grade "A" weed free.

-All areas marked "LAWN" shall be solid sodded with St. Augustine 'Floratam' solid sod. See limit on plan. All areas marked 'Bahia Grass' shall be solid sodded with Paspalum.

-Provide a 2" deep blanket of planting soil as described in planting notes this sheet. Prior to planting, remove stones, sticks, etc. from the sub soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.

-Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes.

-Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" away from trees, measured from center of plant.

-Sod Shall be watered immediatley after installation to uniformily wet the soil to at least 2" below the bottom of the sod strips.
-Excavate and remove excess soil so top of sod is flush with top of curb or adjacent pavement or adjacent existing sod.

GENERAL NOTES:

-The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact proper utility companies and / or General Contractor prior to digging for field verification. The Owner and the Landscape Architect shall not be responsible for any damages to utility or irrigation lines (see Roadway Plans for more utility notes).

-Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing with the work.

-All unattended and unplanted tree pits are to be properly barricaded and flagged during installation.

-All planting plans are issued as directives for site layout. Any deviations, site changes, etcetera are to be brought to the attention of the Landscape Architect for clarification prior to installation.

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Project: SHOMA NORTH BAY VILLAGE
NORTH BAY VILLAGE, FL
LANDSCAPE DETAILS

Phase: SHOMA BAY / SAP SUBMISSION

Revisions:	Date:	By:
1) City Comments	06.28.2023	JT

Seal:

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Date: 2023.09.01 12:37:13 -04'00'

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Landscape Details

Date: 05/26/2023

Scale: See Left

Drawn by: JT

Sheet No.: L-4

Cad Id.: 2020-035

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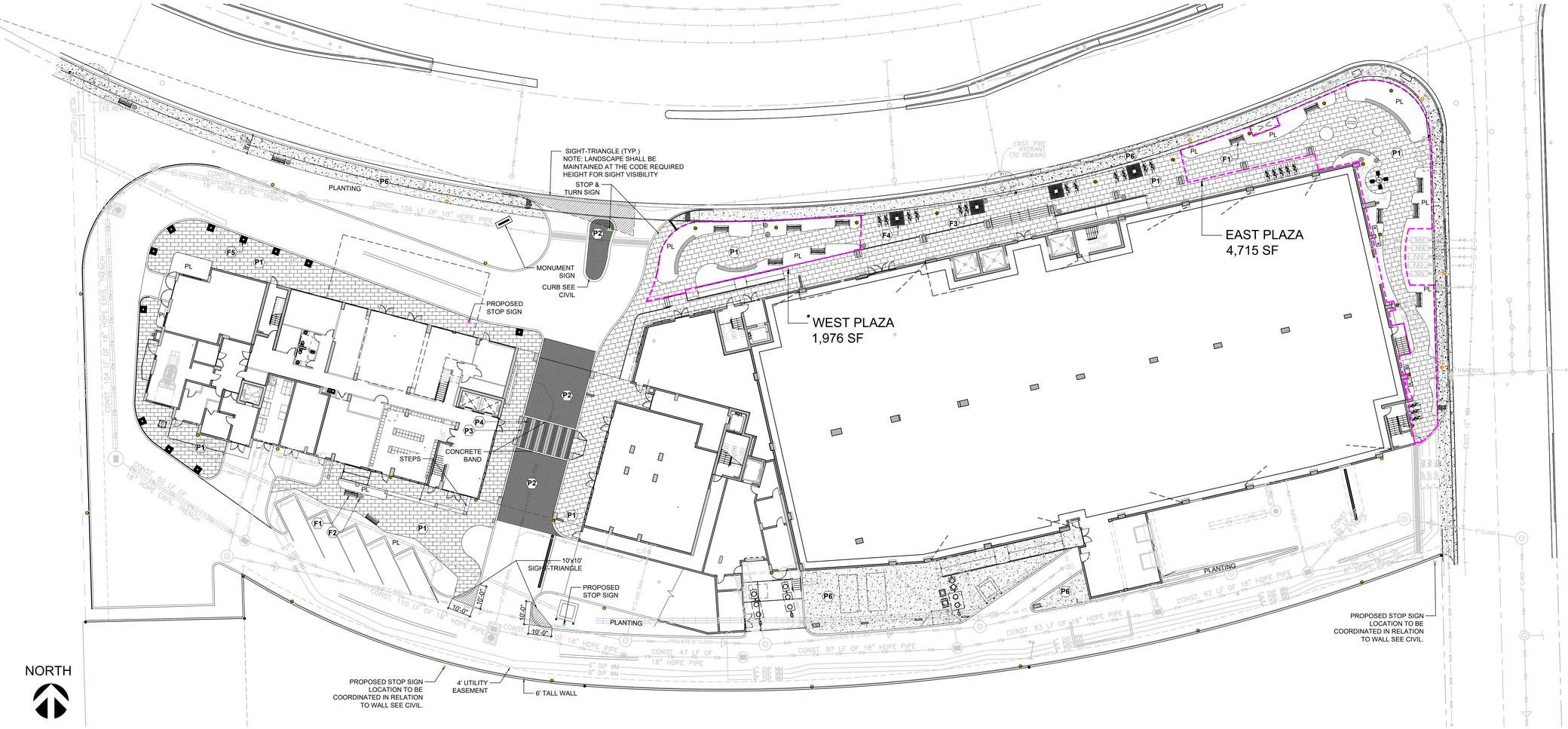

SITE FURNISHINGS & MATERIAL LEGEND
GROUND FLOOR

PAVEMENT

P1 — PEDESTRIAN WALKWAYS
HATCH
MANUFACTURER: ARTISTIC PAVERS
MODEL: SHELLOCK 12"X24" (NO SHELL)
COLOR: TAN
PATTERN: RUNNING BOND. NO BEVEL EDGE.

P2 — VEHICULAR PAVERS
HATCH
MANUFACTURER: TREMRON
MODEL: 4"X4" TUSCANY PAVERS
COLOR: GRANITE

P3 — VEHICULAR PAVERS AT CROSSWALK
HATCH
MANUFACTURER: WAUSAU TILE INC.
MODEL: RECTANGULAR H-SERIES-RIVERSIDE
COLOR: HRS-15
CONTACT: TROY DAHLKE
(813) 334-0016 | TROYD.WT@GMAIL.COM

P4 — VEHICULAR PAVERS AT CROSSWALK
HATCH
MANUFACTURER: WAUSAU TILE INC.
MODEL: RECTANGULAR H-SERIES-RIVERSIDE
COLOR: HRS-33
CONTACT: TROY DAHLKE
(813) 334-0016 | TROYD.WT@GMAIL.COM

P5 — GRAVEL
HATCH
MANUFACTURER: TAMPA BAY PONDS & ROCKS
MODEL: CREAM BEACH LARGE
COLOR: WHITE

P6 — CONCRETE WALKWAYS AND BANDS
HATCH
MANUFACTURER: TBD
STYLE: BROOM FINISH CONC.
COLOR: STANDARD

FURNISHINGS

F1 — FGP BENCH
SYMBOL
MANUFACTURER: LANDSCAPE FORMS
STYLE: BACKED 70"
COLOR: POWDERCOATED METAL (METALLIC) SILVER
WOODGRAIN: IPE
QUANTITY: 12
CONTACT: MICHELLE MONTESANO-MULLINEX (269) 337-1334 | michellem@landscapeforms.com
** SPECIFIED AS SHOWN ABOVE OR APPROVED EQUAL*

F2 — FGP TRASH RECEPTACLE
SYMBOL
MANUFACTURER: LANDSCAPE FORMS
STYLE: LITTER
COLOR: POWDERCOATED METAL (METALLIC) SILVER
WOODGRAIN: IPE
QUANTITY: 9
CONTACT: MICHELLE MONTESANO-MULLINEX (269) 337-1334 | michellem@landscapeforms.com
** SPECIFIED AS SHOWN ABOVE OR APPROVED EQUAL*

F3 — FGP BIKE RACK
SYMBOL
MANUFACTURER: LANDSCAPE FORMS
STYLE: BIKE RACK
COLOR: POWDERCOATED METAL (METALLIC) SILVER
QUANTITY: 20
CONTACT: MICHELLE MONTESANO-MULLINEX (269) 337-1334 | michellem@landscapeforms.com
** SPECIFIED AS SHOWN ABOVE OR APPROVED EQUAL*

F4 — TREE GRATE
SYMBOL
MANUFACTURER: URBAN ACCESSORIES
STYLE: BOSTON
SIZE: 6' SQUARE
MATERIAL: GREY IRON
FINISH: NATURAL
QUANTITY: 20
** SPECIFIED AS SHOWN ABOVE OR APPROVED EQUAL*

F5 — TREE GRATE
SYMBOL
MANUFACTURER: URBAN ACCESSORIES
STYLE: BOSTON
SIZE: 3' SQUARE
MATERIAL: GREY IRON
FINISH: NATURAL
QUANTITY: 20
** SPECIFIED AS SHOWN ABOVE OR APPROVED EQUAL*

WITKIN HULTS + PARTNERS
307 south 21st avenue hollywood, florida
phone: 954.923.8661 facsimile: 954.923.8689
www.witkindesign.com

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Project: SHOMA NORTH BAY VILLAGE
NORTH BAY VILLAGE, FL
HARDSCAPE PLAN - GROUND LEVEL

Phase:

Revisions:	Date:	By:

Seal:
REGISTERED LANDSCAPE ARCHITECT ANDREW M. WITKIN LA0000889 STATE OF FLORIDA
Digitally signed by Andrew M Witkin
Date: 2023.09.01 12:37:39 -04'00'
Lic. # LA0000889
Member: A.S.L.A.

Drawing: Index
Date: 05/26/2023
Scale: 1" = 20'-0"
Drawn by: JT
Sheet No.:

HS-1

Cad Id.: 2020-000

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ABNEY
+
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SOLUTIONS

Commercial + Residential
Sustainable Development Consulting

Green Certification Management
Commissioning
Building Simulations
Green Home Certifications

June 27, 2023

Silvia Vargas
Village Planner
North Bay Village

Re: Shoma North Bay Village – 1872 79th St. Causeway

Dear Ms. Vargas,

This purpose of this letter is to attest that I, Kyle Abney, have met all the requirements and am currently in good standing with the Home Innovation Research Labs and their National Green Building Standard (NGBS) certification program as an accredited NGBS Master Green Verifier. With this credential, I am qualified to perform third-party design reviews and field verification services for projects that are pursuing a NGBS green building certification.

Shoma North Bay Village, LLC has hired my firm, Abney + Abney Green Solutions, to provide consulting services for their referenced project, located at 1872 79th St. Causeway. in North Bay Village, Florida. As the sustainable design consultants for this project, our team will work closely with both the design and construction teams to secure the NGBS certification. Our services include review of the design and construction documents as well as multiple site visits to verify and document each element of the NGBS program is implemented to confirm the project remains on track to earn a NGBS Silver certification.

Please contact me with any questions.

Respectfully,

Kyle M. Abney
Principal

PO Box 919 | Palm City, FL 34991 | 863.634.1045 | kyle@abneygreen.com

NBV Green Building Program

Green Design Option	Points	Description	Claimed Points	Comments
Photovoltaic system	4	Generate at least 30% of energy demand based on daytime peak load and on an annual basis.	0	
Photovoltaic system	6	Generate at least 60% of energy demand based on daytime peak load and on an annual basis.	0	
Photovoltaic system with back-up battery storage	8	Generate at least 30% of energy demand based on daytime peak load and on an annual basis and provide at least 24 hours of energy use in battery storage.	0	
Photovoltaic system with back-up battery storage	10	Generate at least 60% of energy demand based on daytime peak load and on an annual basis and provide at least 24 hours of energy use in battery storage.	0	
Solar Water Heater	2	Solar water heating with at least an 80-gallon storage tank.	0	
Electric Vehicle Charging	2+	All other project types: 2 points for each station installed above the baseline number required pursuant to § 8.23.A and B.		Are any being provided?
Permeable surface for parking and drives	4	At least 50% of total surface of driveway and parking needs are permeable surfaces.	0	
Permeable surface for parking and drives	2	At least 25% of total surface of driveway and parking needs are permeable surfaces.	0	
Green roof	6	At least 50% or more of roof surface area is green roof.	0	
Green roof	4	At least 25% or more of roof surface area is green roof	0	
Green wall	4	Green wall must cover at least forty (40) percent of the surface of the external wall	0	
White roof (also known as cool roof)	4	The entire roof surface must be covered in white/reflective covering and provide an initial and 3-year-aged, LEED standardized Solar Reflectance Index (SRI) as follows: • Low-sloped roofs with a slope less than or equal to 2:12: initial SRI of 82 and 3-year aged SRI of 64 • Steep-sloped roofs with a slope greater than 2:12: initial SRI of 39 and 3-year aged SRI of 32	4	100% white TPO
Cool pavement	4	Provide a surface with an initial solar reflectance 20%, higher than the 5-10% reflectance of a dark asphalt parking lot	0	
Enhanced hurricane resistant structure	4	Meet a wind load 20 mph greater than Florida Building Code requirements	0	
LID/green infrastructure (e.g., use of bioswales, rain gardens, cisterns, filtration media, etc.)	2	Demonstrate efficacy of the system and provide maintenance plan	2	Drainage well
SITES Certification for landscaping	2	Provide Certification	0	
100% native plants in landscaping	2	Meet all landscaping requirements with 100% native vegetation	2	Need to confirm
Energy star rating for all appliances/equipment	4	All appliances/equipment associated with the building are Energy Star rated	4	Need to confirm
Other - Innovative Design feature	2+	Provide other design features that conserve energy, promote sustainable landscapes, support public health or increase sustainability, to be awarded at the discretion of the Village manager and reviewed on a case-by-case basis	0	
Diversion of waste from landfill	2	For projects involving demolition, provide documentation that at least 30% of all demolition materials will be reclaimed, recycled or otherwise diverted from the landfill	2	Shouldn't be hard to get to 30%
Use of reclaimed/recycled materials	2	Demonstrate that at least 20% of buildings materials are reclaimed/recycled content	0	
NGBS Bronze	10	Obtain NGBS Bronze certification	0	
NGBS Silver	12	Obtain NGBS Silver certification	12	
		TOTAL	**26**	20 is Required

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CHAPTER 5 - Lot Design, Preparation, and Development

Section 501 - Lot Selection		Claimed	Documentation	Assigned To	Notes
501.1 - Lot					
501.1	The lot is selected to minimize environmental impact by one or more of the following:				
	(1) An infill lot is selected.	Yes	Evidence that the lot is adjacent to land that has been previously developed for al least five years.	SHOMA	
	(2) An infill lot is selected that is a greyfield.	Yes	Evidence that the site was a previously developed site with abandoned or underutilized structures.	SHOMA	
501.2 - Multi-modal transportation					
501.2	A range of multi-modal transportation choices are promoted by one or more of the following:				
	(1) Lot is selected within one-half mile of pedestrian access to a mass transit system or within five miles of a mass transit station with provisions for parking.	Yes	Map showing location of transportation relative to the building.	AbneyGreen	
	(3) Walkways, street crossings and entrances designed to promote pedestrian activity are provided. New buildings are connected to existing sidewalks and areas of development.	Yes	None. Infrastructure in the community should be considered applicable to this practice.	MSA	

Section 502 - Project Team, Mission Statement and Goals		Claimed	Documentation	Assigned To	Notes
502.1	A knowledgeable team is established and team members roles are identified with respect to green lot design, preparation and development. The project's green goals and objectives are written into a mission statement.	Yes	Project mission statement, goals and specific team members roles identified.	AbneyGreen	Certification Plan

Section 503 - Lot Design		Claimed	Documentation	Assigned To	Notes
503.1 - Natural resources					
503.1	(1) A natural resources inventory is completed under the direction of a qualified professional.	Yes	Natural resources inventory signed by qualified professional.	David Plummer	
503.3 - Soil disturbance and erosion					
503.3	(3) Limits of clearing and grading are demarcated on the plan.	Yes	Plans showing grading & clearing limits.	David Plummer	
503.4 - Storm water management					
503.4	The stormwater management system is designed to use low-impact development/green infrastructure practices to preserve, restore or mitigate changes in site hydrology due to land disturbance and the construction of impermeable surfaces through the use of one or more of the following techniques:				
	(2) A hydrologic analysis is conducted that results in the design of a stormwater management system that maintains the pre-development (i.e., stable, natural) runoff hydrology of the lot throughout the development or redevelopment process. Post-construction runoff rate, volume, and duration cannot exceed predevelopment rates.	Yes	Hydrologic analysis; plans that show features to minimize concentrated flows.	David Plummer	
	(3) Low-Impact Development/Green infrastructure stormwater management practices to promote infiltration and evapotranspiration are used to manage rainfall on the lot and prevent the off-lot discharge of runoff from all storms up to and including the volume of following storm events:	Yes	Engineer's report showing X% event will not result in rainwater leaving the lot.	David Plummer	
	(c) 95th percentile storm event				
503.5 - Landscape plan					
503.5	A plan for the lot is developed to limit water and energy use while preserving or enhancing the natural environment.				
	(2) Non-invasive vegetation that is native or regionally appropriate for local growing conditions is selected to promote biodiversity.	Yes	List of regionally appropriate plants must be on plan. Landscape contractor statement or labels on plants.	Witkin Hults	

	(5) For landscaped vegetated areas, the maximum percentage of turf area is:	Yes	Calculation showing % of lot (minus building footprint & hardscape) that is turf or EPA Budget Tool. Landscape plan by qualified landscape professional stating intent of practice will be met.	Witkin Hults	55%
	(d) 40% to 60%				
	(6) Plants with similar watering needs are grouped (hydrozoning) and shown on the lot plan.	Yes	Landscape plan by qualified landscape professional showing watering needs.	Witkin Hults	
503.7 - Environmentally sensitive areas					
503.7	The lot is in accordance with one or both of the following:				
	(1) The lot does not contain any environmentally sensitive areas that are disturbed by construction.	Yes	Lot specific plan showing no sensitive areas.	SHOMA	
503.8 - Demolition of existing building(s)					
503.8	A demolition waste management plan is developed, posted at the jobsite, and implemented to recycle and/or salvage with a goal of recycling or salvaging a minimum of 50% of the nonhazardous demolition waste.	??	Demolition waste management plan.	SHOMA / GC/Builder	Will the waste from the existing conditions being demoed be recycled?
Section 504 - Lot Construction		***Claimed***	***Documentation***	***Assigned To***	***Notes***
504.1 - On-site supervision and coordination					
504.1	On-site supervision and coordination is provided during clearing, grading, trenching, paving and installation of utilities to ensure that specified green development practices are implemented.	Yes	List of practices implemented.	GC/Builder	
504.3 - Soil disturbance and erosion control					
504.3	On-site soil disturbance and erosion are minimized by one or more of the following in accordance with the SWPPP or applicable plan:				
	(1) Sediment and erosion controls are installed on the lot and maintained in accordance with the stormwater pollution prevention plan, where required.	Yes	SWPPP	GC/Builder	
	(2) Limits of clearing and grading are staked out on the lot.	Yes	Field verification	GC/Builder	
	(7) Soil is improved with organic amendments and mulch.	Yes	Invoice or evident from landscape contractor	Witkin Hults / GC/Builder	
Section 505 - Innovative Practices		***Claimed***	***Documentation***	***Assigned To***	***Notes***
505.1 - Driveways or parking areas					
505.1	Driveways and parking areas are minimized by one or more of the following:				
	(2) In a multi-unit project, parking capacity does not exceed the local minimum requirements.	??	Document with local regulations	MSA	
	(3) Structured parking is utilized to reduce the footprint of surface parking areas.	Yes	Field verification	Structures	
	(c) greater than 75%				
505.3 - Density					
505.3	The average density on the lot on a net developable area basis is:				
	(5) 70 or greater dwelling units per acre	Yes	Calculation of number of units divided by lot size for the building.	MSA	116 Units/acre
505.4 - Mixed-use development					
505.4	The lot contains a mixed-use building.	Yes	Field verification	MSA	

505.6 - Multi-unit plug-in electric vehicle charging					
505.6	Plug-in electric vehicle charging capability is provided for at least 1 percent of parking stalls. Electrical capacity in main electric panels supports Level 2 charging (208/240V-40 amp). Each stall is provided with conduit and wiring infrastructure from the electric panel to support Level 2 charging (208/240V-40 amp) service to the designated stalls, and stalls are equipped with either Level 2 charging AC grounded outlets (208/240V-40 amp) or Level 2 charging stations (240V/40A) by a third party charging station.	??	Plan specs	Franyie	Any being provided?

CHAPTER 6 - Resource Efficiency

Section 601 - Quality of Construction Materials and Waste		***Claimed***	***Documentation***	***Assigned To***	***Notes***
601.1 - Conditioned floor area					
601.1	Finished floor area of a dwelling unit is limited. Finished floor area is calculated in accordance with ANSI Z765 for single family and ANSI/BOMA Z65.4 for multifamily buildings. Only the finished floor area for stories above grade plane is included in the calculation.	Yes	Plans or other document by architect or designer showing square footage calculation per ANSI Z765. Calculation showing weighted average unit size for multi-family buildings.	MSA	889 SF is average unit size
	(2) less than or equal to 1,000 square feet (93 m2)				
601.6 - Stacked stories					
601.6	Stories above grade are stacked, such as in 1½-story, 2-story, or greater structures. The area of the upper story is a minimum of 50 percent of the area of the story below based on areas with a minimum ceiling height of 7 feet.	Yes	Field verification	MSA	21 story building
601.7 - Pre-finished materials					
601.7	Building materials or assemblies listed below that do not require additional site-applied material for finishing are incorporated in the building.	Yes	List of materials that do not receive site finishing.	MSA	Windows
	(1) 90% or more of the installed building materials or assemblies listed below	Yes			
	(c) window, skylight, and door assemblies not requiring paint or stain on one of the following surfaces: i. exterior surfaces ii. interior surfaces	Yes			

Section 602 - Enhanced Durability and Reduced Maintenance		***Claimed***	***Documentation***	***Assigned To***	***Notes***
602.1 - Moisture Management - Building Envelope					
602.1.1	Capillary breaks				
602.1.1.1	A capillary break and vapor retarder are installed at concrete slabs in accordance with ICC IRC Sections R506.2.2 and R506.2.3 or ICC IBC Sections 1907 and 1805.4.1	**Mandatory**	Plans/specifications AND scope of work(s) detailing how this mandatory requirement has been met. Photo(s) showing installation. Report from certified professional when the building code exceptions are used.	MSA	
602.1.6 - Termite-resistant materials					
602.1.6	In areas of termite infestation probability, termite-resistant materials are used as follows:	Yes	Field verification	MSA	
	(3) Very heavy termites - foundation, all structural walls, floors, concealed roof spaces, exterior decks, and exterior claddings.				
602.1.7 - Moisture control measures					
602.1.7.1	Moisture control measures are in accordance with the following:				
	(1) Building materials with visible mold are not installed or are cleaned or encapsulated prior to concealment and closing.	Yes	Field verification	GC/Builder	
	(2) Insulation in cavities is dry in accordance with manufacturer's instructions when enclosed (e.g., with drywall).	**Mandatory**	If wet insulation is used, provide documentation of the moisture content before enclosure.	GC/Builder	
602.1.7.2	Moisture content of subfloor, substrate, or concrete slabs is in accordance with the appropriate industry standard for the finish flooring to be applied.	Yes	Flooring manufacturer's recommendations for moisture content. Moisture sampling data by builder or 3rd party.	GC/Builder	

602.1.9 - Flashing					
602.1.9	Flashing is provided as follows to minimize water entry into wall and roof assemblies and to direct water to exterior surfaces or exterior water-resistive barriers for drainage. Flashing details are provided in the construction documents and are in accordance with the fenestration manufacturer's instructions, the flashing manufacturer's instructions, or as detailed by a registered design professional.				
	(1) Flashing is installed at all of the following locations, as applicable:	**Mandatory**	Plans showing flashing details at all required locations.	MSA / GC/Builder	
	(a) around exterior fenestrations, skylights, and doors				
	(b) at roof valleys				
	(c) at all building-to-deck, -balcony, -porch, and -stair intersections				
	(d) at roof-to-wall intersections, at roof-to-chimney intersections, at wall-to-chimney intersections, and at parapets.				
	(e) at ends of and under masonry, wood, or metal copings and sills				
	(f) above projecting wood trim				
	(g) at built-in roof gutters, and				
	(h) drip edge is installed at eaves and rake edges.				
602.1.10 - Exterior doors					
602.1.10	Entries at exterior door assemblies, inclusive of side lights, are covered by one of the following methods to protect the building from the effects of precipitation and solar radiation. A projection factor of 0.375 minimum is provided. Eastern- and western-facing entries in Climate Zones 1, 2, and 3, as determined in accordance with Figure 6(1) or Appendix C, have a projection factor of 1.0 minimum, unless protected from direct solar radiation by other means (e.g., screen wall, vegetation).	Yes	Projection factor calculations = overhang width/ height to the overhang (Measure height from sill of window or door to the overhang)	MSA	Main entrance qualifies
602.1.11 - Tile backing materials					
602.1.11	Tile backing materials installed under tiled surfaces in wet areas are in accordance with ASTM C1178, C1278, C1288, or C1325. Mandatory for certification.	**Mandatory**	Manufacturer's literature/specification/labeling showing ASTM compliance. Plans/specifications and scope of work showing installation.	MSA / GC/Builder	
602.1.14 - Architectural features					
602.1.14	Architectural features that increase the potential for water intrusion are avoided:				
	(1) All horizontal ledgers are sloped away to provide gravity drainage as appropriate for the application.	**Mandatory**	Field verification	MSA	
	(2) No roof configurations that create horizontal valleys in roof design.	Yes	Field verification	MSA	
	(3) No recessed windows and architectural features that trap water on horizontal surfaces.	Yes	Field verification	MSA	
602.2 - Roof surfaces					
602.2	A minimum of 90% of roof surfaces, not used for roof penetrations and associated equipment, on-site renewable energy systems such as photovoltaics or solar thermal energy collectors, or rooftop decks, amenities and walkways, are constructed of one or both of the following:				
	(1) Products that are in accordance with the ENERGY STAR cool roof certification or equivalent	Yes	Manufacturer's literature showing ENERGY STAR cool roof certification or equivalent	SHOMA / MSA	White TPO
602.3 - Roof water discharge					
602.3	A gutter and downspout system or splash blocks and effective grading are provided to carry water a minimum of 5 feet away from perimeter foundation walls.	Yes	Field verification	MSA / Franyie / David Plummer	Tied to underground stormwater system
602.4 - Finished grade					
602.4.1	Finished grade at all sides of a building is sloped to provide a minimum of 6 inches of fall within 10 feet of the edge of the building. Where lot lines, walls, slopes, or other physical barriers prohibit 6 inches of fall within 10 feet, the final grade is sloped away from the edge of the building at a minimum slope of 2%.	**Mandatory**	Field verification	David Plummer	
602.4.3	Water is directed to drains or swales to ensure drainage is away from the structure.	Yes	Field verification	MSA / Franyie / David Plummer	Tied to underground stormwater system

Section 609 - Regional Materials		Claimed	Documentation	Assigned To	Notes
609.1 - Regional Materials					
609.1	Regional materials are used for major and/or minor components of the building. For a component to comply with this practice, a minimum of 75% of all products in that component category must be sourced regionally, e.g., stone veneer category – 75% or more of the stone veneer on a project must be sources regionally.	Yes	List of materials or components and manufacturing location used in the project that are extracted, processed and manufactured within 500 miles.	GC/Builder	Concrete, CMU and drywall

611 - Innovative Practices		Claimed	Documentation	Assigned To	Notes
611.3 - Universal design elements					
611.3	Dwelling incorporates one or more of the following universal design elements. Conventional industry construction tolerances are permitted.	Yes	Field verification	MSA	Assumed
	(4) Blocking or equivalent installed in the accessible bathroom walls for future installation of grab bars at water closet and bathing fixture, if applicable.	Yes			
	(5) All interior and exterior door handles are levers rather than knobs.	Yes			
	(6) All sink faucet controls are single-handle controls of both volume and temperature.	Yes			
	(8) All light switches are rocker-type switches or other similar switches that can be operated by pressing them (with assistive devices). Toggle-type switches may not be used.	Yes			

CHAPTER 7 - Energy Efficiency

Section 701 - Minimum Energy Efficiency Requirements		Claimed	Documentation	Assigned To	Notes
701.1.1	Minimum performance path requirements A building complying with Section 702 shall include a minimum of two practices from Section 705.	Mandatory	Software report indicating at least compliance with the 2015 IECC requirement for the relevant climate location. Acceptable software includes, among others, REM/Rate, Open Studio, or EnergyGauge.	Franyie	
701.3	A review by a third party shall be conducted to verify design and compliance with Chapter 7.	Mandatory	3rd party report/statement showing design has been reviewed to ensure energy efficient performance or specific prescriptive details are adequately implemented in the building's design, and to ensure proper integration of various energy efficient technologies. In Climate Zone 1 PE must sign off that the system will maintain the cooling season indoor humidity less than the ASHRAE Simplified method for Design Indoor RH (70%) if the system size is not consistent with Manual S.	AbneyGreen	
701.4.1.1	HVAC systems HVAC system sizing - Space heating and cooling system/equipment is sized according to heating and cooling loads calculated using ACCA Manual J, or equivalent.	Mandatory	Software output report using ACCA Manual J or equivalent with recommended HVAC equipment sizes.	Franyie	
701.4.2.1	Duct air sealing Ducts are air sealed. All duct sealing materials are in conformance with UL 181A or UL 181B specifications and are installed in accordance with manufacturer's instructions.	Mandatory	For buildings with ducted systems provide product spec or trade contractor's scope of work to confirm use of duct sealing using UL 181 tape, mastic, gaskets, or an IRC or ICC/IMC approved system.	Franyie / GC/Builder	
701.4.2.2	Ducts & Plenums Building cavities are not used as supply ducts or plenums.	Mandatory	Field verification	Franyie	
701.4.2.3	Duct system sizing Duct system is sized and designed in accordance with ACCA Manual D or equivalent.	Mandatory	Software output report for this building using ACCA Manual D or equivalent.	Franyie	

701.4.3.1	Building thermal envelope air sealing				
	The building thermal envelope is durably sealed to limit infiltration. The sealing methods between dissimilar materials allow for differential expansion and contraction. The following are caulked, gasketed, weather-stripped or otherwise sealed with an air barrier material, suitable film, or solid material:	**Mandatory**	Drawing, specifications, scopes of work detailing air sealing that is not readily inspected during the rough inspection.	GC/Builder / AbneyGreen	
	(a) All joints, seams and penetrations.				
	(b) Site-built windows, doors, and skylights.				
	(c) Openings between window and door assemblies and their respective jambs and framing.				
	(d) Utility penetrations.				
	(e) Dropped ceilings or chases adjacent to the thermal envelope.				
	(f) Knee walls.				
	(g) Walls and ceilings separating a garage from conditioned spaces.				
	(h) Behind tubs and showers on exterior walls.				
	(i) Common walls between dwelling units.				
	(j) Attic access openings.				
	(k) Rim joist junction.				
	(l) Other sources of infiltration.				
701.4.3.2	Air sealing and insulation				
	Grade 2 and 3 insulation installation is not permitted. Building envelope air tightness and insulation installation is verified to be in accordance with Section 701.4.3.2(1) and 701.4.3.2(2).	**Mandatory**	Insulation installation requirements, either manufacturer's instructions or specific look code guidance.	GC/Builder / AbneyGreen	
	(2) Visual inspection - The air barrier and insulation items listed in Table 701.4.3.2(2) are field verified by visual inspection.	**Mandatory**	Field verification	GC/Builder / AbneyGreen	
701.4.3.2.1	Grade 1 insulation installations are in accordance with the following:	**Mandatory**	Field verification	GC/Builder / AbneyGreen	
	(1) Grading applies to field-installed insulation products.				
	(2) Grading applies to ceilings, walls, floors, band joists, rim joists, conditioned attics basements and crawlspaces, except as specifically noted.				
	(3) Inspection is conducted before insulation is covered.				
	(4) Air-permeable insulation is enclosed on all six sides and is in substantial contact with the sheathing material on one or more sides (interior or exterior) of the cavity. Air permeable insulation in ceilings is not required to be enclosed when the insulation is installed in substantial contact with the surfaces it is intended to insulate.				
	(5) Cavity insulation uniformly fills each cavity side-to-side and top-to-bottom, without substantial gaps or voids around obstructions (such as blocking or bridging).				
	(6) Cavity insulation compression or incomplete fill amounts to 2% or less, presuming the compressed or incomplete areas are a minimum of 70% of the intended fill thickness; occasional small gaps are acceptable.				
	(7) Exterior rigid insulation has substantial contact with the structural framing members or sheathing materials and is tightly fitted at joints.				
	(8) Cavity insulation is split, installed, and/or fitted tightly around wiring and other services.				
	(9) Exterior sheathing is not visible from the interior through gaps in the cavity insulation.				
	(10) Faced batt insulation is permitted to have side-stapled tabs, provided the tabs are stapled neatly with no buckling, and provided the batt is compressed only at the edges of each cavity, to the depth of the tab itself.				
	(11) Where properly installed, ICFs, SIPs, and other wall systems that provide integral insulation are deemed in compliance with the Grade 1 insulation installation requirements.				
701.4.3.4	Fenestration air leakage				
	Windows, skylights and sliding glass doors have an air infiltration rate of no more than 0.3 cfm per square foot, and swinging doors no more than 0.5 cfm per square foot, when tested in accordance with NFRC 400 or AAMA/WDMA/CSA 101/I.S.2/A440 by an accredited, independent laboratory and listed and labeled. This practice does not apply to site-built windows, skylights, and doors.	**Mandatory**	Manufacturer's label or literature indicating listing complying with this practice.	MSA / GC/Builder	
701.4.4	High-efficacy lighting				
	Lighting efficacy in dwelling units is in accordance with one of the following:				
	(1) A minimum of 75% of the total hard-wired lighting fixtures, or the bulbs in those fixtures, qualify as high efficacy or equivalent. (60 lumens/W for lamps over 40W; 50 lumens/W for lamps over 15W to 40W; 40 lumens/W for lamps 15W or less.)	**Mandatory**	Field verification	SHOMA / GC/Builder	

Section 702 - Performance Path		Claimed	Documentation	Assigned To	Notes
702.2 - Energy cost performance					
702.2.1	ICC IECC analysis - Energy efficiency features are implemented to achieve energy cost or source energy performance that meets the ICC IECC. A documented analysis using software in accordance with ICC IECC, Section R405, or ICC IECC Section C407.2 through C407.5, applied as defined in the ICC IECC, is required.	**Mandatory**	EnergyGuage meets the requirement.	Franyie	
702.2.2	Energy cost performance analysis - Energy cost savings levels above the ICC IECC are determined through an analysis that includes improvements in building envelope, air infiltration, heating system efficiencies, cooling system efficiencies, duct sealing, water heating system efficiencies, lighting and appliances.	Yes	If performance claim is 1) not to be supported by performance test data, and 2) not to be based on energy recovery; then 1) the qualified professional must assume in their energy simulation an SLA of 0.00036 for the infiltration, 2) duct system efficiency of 0.88 when all ducts are in conditioned space, and 3) no energy recovery for the ventilation system for either the REM/Rate or EnergyGauge output report. If there is duct work outside of the conditioned space then the duct blaster test must be conducted in accordance with the 2015 IECC.	Franyie	3% better than code is assumed

Section 705 - Additional Practices		Claimed	Documentation	Assigned To	Notes
705.2.1 - Lighting					
705.2.1.2	Exterior lighting - Photo or motion sensors are installed on 75% of outdoor lighting fixtures to control lighting.	Yes	Field verification	Franyie	
705.2.1.3	Multifamily common areas				
	(1) In a multifamily building, occupancy sensors, or dimmers are installed in common areas (except corridors and stairwells).	Yes	Field verification	Franyie	
	(a) 50% to less than 75% of lighting fixtures.				
705.2.4	Recessed luminaires. The number of recessed luminaires that penetrates the thermal envelope is less than 1 per 400 square feet of total conditioned floor area and they are in accordance with Section 701.4.3.5.	Yes	Field verification	Franyie	None in the thermal envelope
705.4 - Return ducts and transfer grilles					
705.4	Return ducts or transfer grilles in all rooms with a door except baths, kitchens, closets, pantries, & laundry.	Yes	Field verification	Franyie	

706 Innovative Practices		Claimed	Documentation	Assigned To	Notes
706.1 - Energy consumption control					
706.1	A whole-building or whole-dwelling unit device or system is installed that controls or monitors energy consumption.				
	(1) programmable communicating thermostat with the capability to be controlled remotely	??	Manufacturer's product specification(s).	Franyie	
706.8 - Electric vehicle charging station					
706.8	A Level 2 or Level 3 electric vehicle charging station is installed on the building site.	??	Field verification	Franyie	Any being provided?

CHAPTER 8 - Water Efficiency

Section 801 -Indoor and Outdoor Water Use		Claimed	Documentation	Assigned To	Notes
801.2 - Water conserving appliances					
801.2	ENERGY STAR or equivalent water conserving appliances are installed.				
	(1) ALL dishwashers	Yes	Field verification	SHOMA	
	(2) Washing machine	??	Field verification	SHOMA	
	(3) Washing machine with a water factor of 4.0 or less	??	Field verification	SHOMA	

801.3 - Showerheads					
801.3	Showerheads are in accordance with the following:				
	(1) The total maximum combined flow rate of all showerheads controlled by a single valve at any point in time in a shower compartment is **1.6 to less than 2.5 gpm**. Maximum of two valves are installed per shower compartment. The flow rate is tested at 80 psi in accordance with ASME A112.18.1. Showerheads are served by an automatic compensating valve that complies with ASSE 1016 or ASME A112.18.1 and specifically designed to provide thermal shock and scald protection at the flow rate of the showerhead.	Yes	Manufacturer's specifications showing compliance.	Franyie / GC/Builder	1.5 gpm is speced
	(2) All shower compartments in the dwelling unit(s) and common areas meet the requirements of 801.3(1) and all showerheads are in accordance with one of the following:	Yes	Manufacturer's specifications showing compliance.	Franyie / GC/Builder	1.5 gpm is speced
	(b) 1.6 to <2.0 gpm				
801.4 - Lavatory Faucets					
801.4.1	Water-efficient lavatory faucets with a maximum flow rate of **1.5 gpm**, tested at 60 psi in accordance with ASME A112.18.1, are installed:				
	(1) ALL lavatory faucets per bathroom comply.	Yes	Manufacturer's specifications showing compliance.	Franyie / GC/Builder	1.5 gpm is speced
	(2) ALL lavatory faucets per dwelling comply.	Yes	Manufacturer's specifications showing compliance.	Franyie / GC/Builder	1.5 gpm is speced
801.5 - Water closets and urinals					
801.5	Water closets and urinals are in accordance with the following:				
	(2) A water closet is installed with an effective flush volume of 1.28 gallons or less and meets the flush performance criteria when tested in accordance with ASME A112.19.2/CSA B45.1 or ASME A112.19.14 as applicable.	Yes	Manufacturer's specifications showing compliance.	Franyie / GC/Builder	1.28 gpf is speced
	(3) All water closets are in accordance with Section 801.5(2).	Yes			
801.6 - Irrigation systems					
801.6.1	Sprinkler nozzles have a maximum precipitation rate of 1.20 inches per hour for turf or landscaping. Nozzle performance is tested by an accredited third party laboratory and results are posted on Smart Water Application Technologies website or similar.	Yes	Nozzle performance test results by an accredited third-party laboratory and results are posted on Smart Water Application Technologies website or similar.	Witkin Hults	
801.6.3	Where an irrigation system is installed, an irrigation plan and implementation are executed by a qualified professional certified by a WaterSense labeled program or equivalent program as approved by Adopting Entity.	**Mandatory**	Plan and statement from WaterSense professional indicating compliance.	Witkin Hults	
801.6.4	The irrigation system(s) is controlled by a smart controller or no irrigation is installed.				
	(1) Evapotranspiration (ET) based irrigation controller with a rain sensor or soil moisture sensor based irrigation controller.	Yes	Manufacturer's literature.	Witkin Hults	Either/or
	(2) Irrigation controllers are labeled by EPA WaterSense program.	Yes	Manufacturer's literature.	Witkin Hults	Either/or
801.6.5	All irrigation zones utilize pressure regulation so emission devices (sprinklers and drip emitters) operate at manufacturer's recommended operating pressure.	Yes	Field verification	Witkin Hults	

CHAPTER 9 - Indoor Environmental Quality

Section 901 - Pollutant Source Control		***Claimed***	***Documentation***	***Assigned To***	***Notes***
901.1 - Space and water heating					
901.1.2	Air handling equipment or return ducts are not located in the garage, unless in isolated, air-sealed mechanical room with an outside air source.	Yes	Field verification	Franyie	
901.2 - Solid fuel-burning appliances					
901.2.2	Fireplaces, wood stoves, pellet stoves, or masonry heaters are not installed.	Yes	Field verification	MSA	

901.3 - Garages					
901.3	Garages are in accordance with the following:				
	(1) Attached garages				
	(a) Doors installed in the common wall between the attached garage and conditioned space are tightly sealed and gasketed.	**Mandatory**	Field verification	MSA / GC/Builder	
	(b) A continuous air barrier is provided separating the garage space from the conditioned living spaces.	**Mandatory**	Field verification	MSA / GC/Builder	
901.6 - Carpets					
901.6	(1) Wall-to-wall carpeting is not installed adjacent to water closets and bathing fixtures.	**Mandatory**	Field verification	MSA	
901.9 - Architectural coatings					
901.9.1	Site-applied interior architectural coatings, which are inside the water proofing envelope, are in accordance with one or more of the following:	Yes	List of interior coatings used showing amount used, %, and VOC criteria. Manufacturer's literature showing VOC. Scopes of work or specifications showing which materials were to be used.	MSA / GC/Builder	
	(3) CARB Suggested Control Measure for Architectural Coatings				
	(a) 50 g/L flat,				
	(b) 100 g/L non flat,				
	(c) 150 g/L high-gloss				
901.9.2	Architectural coating colorant additive VOC content is in accordance with the following:	Yes	List of all colorants used showing amount used, %, and VOC criteria. Manufacturer's literature showing VOC as listed. Scopes of work or specifications showing which materials were to be used.	MSA / GC/Builder	
	(1) Architectural Coatings, excluding IM Coatings -- 50 g/L				
	(2) Solvent-Based IM -- 600 g/L				
	(3) Waterborne IM -- 50 g/L				
901.10 - Interior adhesives and sealants					
901.10	A minimum of 85% of site-applied adhesives and sealants located inside the waterproofing envelope are in accordance with one of the following, as applicable.				
	(3) SCAQMD Rule 1168 in accordance with Table 901.10(3), excluding products that are sold in 16 ounce containers or less and are regulated by the California Air Resources Board (CARB) Consumer Products Regulations.	Yes	List of all interior sealants used showing amount, %, and VOC criteria. Manufacturer's literature showing VOC as listed.	MSA / GC/Builder	
901.11 - Insulation					
901.11	Emissions of 85% of wall, ceiling, and floor insulation materials are in accordance with the emission levels of CDPH/EHLB Standard Method v1.1. Emission levels are determined by a laboratory accredited to ISO/IEC 17025 and the CDPH/EHLB Standard Method v1.1 is in its scope of accreditation. Insulation is certified by a third-party program accredited to ISO 17065, such as, but not limited to, those in Appendix D.	Yes	Manufacturer's literature or product marking showing compliance for wall, ceiling and/or floor insulation.	MSA / GC/Builder	
901.14 - Non-smoking areas					
901.14	Environmental tobacco smoke is minimized by one or more of the following:				
	(1) All interior common areas of a multi-unit building are designated as non-smoking areas with postage signage.	Yes	Field verification	SHOMA	Code
	(2) Exterior smoking areas of a multi-unit building are designated with posted signage and located a minimum of 25 feet from entries, outdoor air intakes, and operable windows.	Yes	Field verification	SHOMA	Assumed - Smoking is not allowed anywhere on property, including in units. That would qualifies for this practice.

Section 902 -Pollutant Control	***Claimed***	***Documentation***	***Assigned To***	***Notes***

902.1 - Spot ventilation					
902.1.1	Spot ventilation is in accordance with the following:				
	(1) All bathrooms are vented to the outdoors. The minimum ventilation rate is 50 cfm for intermittent operation or 20 cfm for continuous operation.	**Mandatory**	Manufacturer's literature/specifications for the fan showing cfm.	Franyie	
	(2) Clothes dryers (except listed and labeled condensing ductless dryers) are vented to the outdoors.	**Mandatory**	Field verification	Franyie	
902.1.4	Exhaust fans are ENERGY STAR labeled				
	(1) ENERGY STAR, or equivalent, fans	Yes	Manufacturer's literature/specifications for the fan showing cfm.	Franyie	
	(2) ENERGY STAR, or equivalent, fans operating at or below 1 sone	Yes	Manufacturer's literature/specifications for the fan showing cfm.	Franyie	
902.2 - Building ventilation systems					
902.2.3	MERV filters 8 to 13 are installed on central forced air systems and are accessible. Designer or installer is to verify that the HVAC equipment is able to accommodate the greater pressure drop of MERV 8 to 13 filters.	??	Designer/installer certification of system capability for installed MERV filters.	Franyie / GC/Builder	
902.4 - HVAC system protection					
902.4	One of the following HVAC system protection measures is performed.				
	(1) HVAC supply registers (boots), return grilles, and rough-ins are covered during construction activities to prevent dust and other pollutants from entering the system.	Yes	Field verification	Franyie / GC/Builder	
902.6 - Living space contaminants					
902.6	The living space is sealed in accordance with Section 701.4.3.1 to prevent unwanted contaminants.	**Mandatory**	Field verification	GC/Builder	
Section 903 - Moisture Management: Vapor, Rainwater, Plumbing, HVAC		***Claimed***	***Documentation***	***Assigned To***	***Notes***
903.1 - Plumbing					
903.1.2	Plumbing is not in unconditioned spaces	Yes	Field verification	Franyie	
903.2 - Duct insulation					
903.2	Ducts are in accordance with one of the following:	Yes	Manufacturer's literature/specs showing R-value for insulation.	Franyie	
	(2) All HVAC ducts, plenums, and trunks are in conditioned space. All HVAC ducts are insulated to a minimum of R4.				

CHAPTER 10 - Operation, Maintenance, and Building Owner Education

Section 1002 - Construction, Operation, & Maintenance Manuals & Training for Multi-Family Buildings		***Claimed***	***Documentation***	***Assigned To***	***Notes***
1002.1 - Building construction manual					
1002.1	A building construction manual that includes **five or more** of the following is compiled and distributed in accordance with the intent of this practice.	Yes	Verifier must review building construction manual that addresses the mandatory 3 items (a certificate placeholder is acceptable) plus at least 2 of the listed additional optional items. Verify the expected process to deliver manual(s) to the responsible party.	AbneyGreen / GC/Builder	
	(1) Narrative detailing the importance of constructing a green building, including a list of green building attributes included in the building. Mandatory for certification.	**Mandatory**			
	(2) Green building program certificate (or place holder), copy of the National Green Building Standard, & the individual measures achieved. Mandatory for certification.	**Mandatory**			
	(3) Warranty, operation, & maintenance instructions for all equipment, fixtures, appliances, & finishes. Mandatory for certification.	**Mandatory**			
	(4) Record drawings of the building	Yes			
	(5) A record drawing of the site including stormwater management plans, utility lines, landscaping with common name and genus/species of planting.	Yes			

	(6) A diagram showing the location of safety valves and controls for major building systems.	Yes			
	(7) A list of the type and wattage of light bulbs installed in light fixtures.	Yes			
	(8) A photo record of framing with utilities installed. Photos are taken prior to installing insulation and clearly labeled.				
1002.2 - Operations manuals					
1002.2	Operations manuals are created/distributed to the responsible parties per 1002.0. Between all of the operational manuals, **five or more** of the following options are included.	Yes	Operations manual with the required items.	AbneyGreen / SHOMA / GC/Builder	
	(1) A narrative detailing the importance of operating and living in a green building. This narrative is included in all responsible parties' manuals.	**Mandatory**			
	(2) List of practices to conserve water and energy (e.g., turning off lights when not in use, shorter showers, using ENERGY STAR labeled electronics).	**Mandatory**			
	(3) Information on methods of maintaining the building's relative humidity in the range of 30-60%.	Yes			
	(4) Information on opportunities to purchase renewable energy from local utilities or national green power providers and information on utility and tax incentives for the installation of no-site renewable energy systems.				
	(5) Information on local & on-site recycling and hazardous waste disposal programs and, if applicable, building recycling waste hazardous waste handling and disposal procedures.	Yes			
	(6) Local public transportation options.	Yes			
	(7) Explanation of the benefits of using compact fluorescent light bulbs, LEDs or other high-efficiency lighting.	Yes			
	(8) Information on native landscape materials and/or those that have low water requirements.				
	(9) Information on radon mitigation system, where applicable				
	(10) A procedure for educating tenants in rental properties on the proper use, benefits and maintenance of green building systems including a maintenance process for the improperly functioning equipment.	Yes			
	(11) Information on the importance and operation of the building's fresh air ventilation system.				
1002.3 Maintenance manual					
1002.3	Maintenance manuals are created and distributed to the responsible parties in accordance with Section 1002.0. Between all of the maintenance manuals, **five or more** of the following options are included.	Yes	Review the maintenance manual that addresses the mandatory item and at least 4 of the optional items.	AbneyGreen / SHOMA / GC/Builder	
	(1) A narrative detailing the importance of maintaining a green building. This narrative is included in all responsible parties' manuals.	**Mandatory**			
	(2) List of local service providers that offer regularly scheduled service and maintenance contracts to assure proper performance of equipment and the structure (e.g., HVAC, water heating equipment, sealants, caulks, gutter and downspout system, shower and/or tub surrounds, irrigation system).	Yes			
	(3) User-friendly maintenance checklist that includes:	Yes			
	(a) HVAC filters				
	(b) Thermostat operation and programming				
	(c) Lighting controls				
	(d) Appliances and settings				
	(e) Water heater settings				
	(f) Fan controls				
	(4) List of common hazardous materials often used around the building and instructions for proper handling and disposal of these materials.	Yes			
	(5) Information on organic pest control, fertilizers, deicers, and cleaning products	Yes			
	(6) Instructions for maintaining gutters and downspouts and importance of diverting water a minimum of 5 feet away from the foundation.	Yes			
	(7) Instructions for inspecting the building for termite infestation.	Yes			
	(8) A procedure for rental tenant occupancy turnover that preserves the green features.	Yes			
	(9) An outline of formal green building training program for maintenance staff.				
	(10) A green cleaning plan which includes guidance on sustainable cleaning products.				

1002.4 - Training of building owners					
1002.4	Building owners and occupants are familiarized with the green building goals and strategies implemented and the impacts of occupants' practices on the costs of operating the building. Training is provided to the responsible party(ies) regarding all equipment operation and control systems. Systems include, but not limited to, all of the following:	**Mandatory**	Builder's documented procedures and standard practices explaining the occupant training process. Examples of training materials and written confirmation from similar projects that training has actually been done.	GC/Builder	
	(1) HVAC filters				
	(2) Thermostat operation and programming				
	(3) Lighting controls				
	(4) Appliances and settings				
	(5) Water heater settings				
	(6) Fan controls				
	(7) Recycling practices				
Section 1003 - Public Education		***Claimed***	***Documentation***	***Assigned To***	***Notes***
1003.1 - Public Education					
1003.1	One or more of the following is implemented.				
	(1) Signage. Signs showing the project is designed and built in accordance with the National Green Building Standard are posted on the construction site.	Yes	Visual confirmation and/or photos of the construction signs visible on site during construction.	GC/Builder	
	(2) Certification Plaques. National Green Building Standard certification plaques with rating level attainted are placed in a conspicuous location near the utility area of the home or, in a conspicuous location near the main entrance of a multifamily building.	Yes	Purchase order for certification signage and written instructions regarding installation location.	SHOMA	

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Summary of Results of the Design Phase

Project Name: SHOMA North Bay Village
Location: 1850 Kennedy Causeway, North Bay Village, Florida 33141

✓	**No Mandatory items missing on the "Overview (Design)" page**

	Points Required				Points Claimed	Mandatory Practices	No Errors
	Bronze	Silver	Gold	Emerald			
Chapter 5: Lot Design, Preparation, and Development	50	64	93	121	**122**	✓	✓
Chapter 6: Resource Efficiency	43	59	89	119	**65**	✓	✓
Chapter 7: Energy Efficiency	30	45	60	70	**48**	✓	✓
Chapter 8: Water Efficiency	25	39	67	92	**60**	✓	✓
Chapter 9: Indoor Environmental Quality	25	42	69	97	**47**	✓	✓
Chapter 10: Operation, Maintenance, and Building Owner Education	8	10	11	12	**10**	✓	✓
Additional Points required	50	75	100	100			
Additional points required due to SF over 4000 (601.1)	0	0	0	0			
Total points required	231	334	489	611	**352**		
Additional Points Claimed	**171**	**93**	**(37)**	**(159)**			

Overall Level Achieved for Design	**Silver**

SHOMA BAY

TRAFFIC STUDY

dpa

Since 1596

Prepared By:
David Plummer & Associates

Prepared For:
Shoma Group

Prepared In:
June 2023

DPA Job #:
20105

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EXECUTIVE SUMMARY

The proposed Shoma Bay project is located at 1850 and 1872 79th Street Causeway in North Bay Village, FL. The site is currently occupied by a surface parking lot and a 7,737 SF shopping center. The project proposes a new mixed-use development consisting of 333 residential units, and 50,017 SF of retail space (with a supermarket use). Access to the site will be through an existing left-in / right-in / right-out driveway located on the 79th Street Causeway (John F. Kennedy Causeway) and a proposed full access driveway located on E. Treasure Drive. For the purpose of this traffic analysis, project build-out is anticipated by 2025.

An assessment of the traffic impacts associated with the proposed project was performed in accordance with the requirements of the North Bay Village Comprehensive Plan. The results of the intersection analysis show that the following intersections currently operate and will continue to operate within the North Bay Village LOS standards during the AM and PM peak hours:

- 79th Street Causeway / Project Driveway
- 79th Street Causeway / 1800 Block

The results show that the E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM and PM peak hours for existing, future without project, and future with project conditions. It should be noted that the project adds no additional traffic to the southbound approach of the intersection. Furthermore, the southbound approach is a split phase and therefore the additional traffic generated by the project should have no effect on the operations of the southbound approach. At future without project and future with project conditions, the southbound approach of the 1800 Block / 79th Street Causeway intersection shows delays during the AM peak hour. Signal timing adjustments are recommended to improve the southbound delay at the intersection during the AM peak hour. Adding one second of green time to the northbound / southbound phase, improves the LOS of the approach from E to D. The intersection capacity analysis results also show adequate operations at the unsignalized project driveways during the AM and PM peak hours.

The results of the roadway segment analysis show that the following roadway segments currently operate and will continue to operate within the Village's LOS standards during the AM and PM peak hours:

- 79th Street Causeway between the Project Driveway and E. Treasure Drive
- 79th Street Causeway between 1800 Block and the Project Driveway

As part of the study, the mobility and circulation within the study area was evaluated. The study shows that the project area is currently served by Miami-Dade bus route 112 and the North Bay Village Mini-Bus. The project is also located in an area that is conducive for pedestrian activities. Bike lanes are available on both sides of the 79th Street Causeway, ample sidewalks are available along all roadways, and the major intersections adjacent to the site have clearly marked and signalized crosswalks. These conditions surrounding the project facilitate pedestrian activity to and from nearby schools, restaurants, retail, and entertainment; encouraging the use of other modes of transportation and reducing the vehicular impact on the roadway network. An AutoTurn analysis was performed showing the loading area can accommodate WB-67 trucks.

1.0 INTRODUCTION

1.1 Project Background

The proposed Shoma Bay project is located at 1850 and 1872 79th Street Causeway in North Bay Village, FL (See Exhibit 1). The site is currently occupied by a surface parking lot and a 7,737 SF shopping center. The project is proposing a new, mixed-use development consisting of 333 residential units, and 50,017 SF of retail space (with a supermarket use). Access to the site will be through an existing left-in / right-in / right-out driveway located on the 79th Street Causeway (John F. Kennedy Causeway) and a proposed full access driveway located on E. Treasure Drive. See Appendix A for the site plan. For the purpose of this traffic analysis, project build-out is anticipated by 2025.

1.2 Study Objective

The purpose of the Study is to provide a traffic study that meets the requirements of the North Bay Village Comprehensive Plan for the project. This study includes vehicular flow, trip generation, and roadway segment and intersection analyses.

1.3 Study Area and Methodology

The analysis undertaken follows the study methodology for a typical North Bay Village Traffic Study. A synopsis of the methodology is as follows.

Study Area

The study area for the project includes the following two intersections:

- 79th Street Causeway / E. Treasury Drive (Signalized)
- 79th Street Causeway / 1800 Block (Signalized)

The project driveways will also be included in the analysis.

The study area also includes the following roadway links:

- 79th Street Causeway between the Project Driveway and E. Treasure Drive
- 79th Street Causeway between the 1800 Block and the Project Driveway.

Project Location

Exhibit 1

Location Map

NORTH
MAP NOT TO SCALE

Analysis Scenarios

The analysis scenarios for this study were as follows:

- Existing (2021) year
- Project build-out year (2025) without project trips (background traffic)
- Project build-out year (2025) with project trips (total traffic)

Data Collection

- Consistent with the correspondence with Village staff, Field TMCs used in the Shuckers traffic study were used as the existing condition for the roadway. The peak hour vehicle turning movement counts (TMCs) were obtained from movement counts previously collected on May 20, 2021 at the 1800 Block / JFK Causeway and E treasure Drive / JFK Causeway intersections during the AM (7:00 – 9:00 am), and PM (4:00 – 6:00 pm) peak periods.

Existing Conditions Intersection / Link Analysis

- Intersection capacity analysis was evaluated for the study area intersections using the Synchro Software. All input files will be provided for review purposes. Access driveways were included as part of the LOS analysis. All input files will be provided for review purposes.
- Link / Segment capacity were estimated using service volume obtained from the generalized vehicular capacities from the latest (2023) FDOT Quality / LOS Handbook.

Future Conditions Intersection / Link Analysis – Background Traffic Conditions

- Future background traffic volumes were determined by applying a compound growth rate to existing volumes and adding committed development traffic (if any). The growth rate was determined after discussions with the City to be 2.65%. This percentage was determined as it was the average growth rate between a previously approved and completed study for the Shoma Bay project (3.91%) and the approved Shucker's (1.4%) traffic impact study.
- Committed development information was requested from North Bay Village. The Isle of Dreams, Shucker's, and 1755 Kennedy Causeway projects were considered as committed

developments for background traffic.

- Committed roadway improvements were obtained from the 2*023 Miami-Dade County TIP* and/or FDOT's *5-year program*. Any programmed improvement that increases capacity were included in the analysis.
- Planned roadway improvements will be obtained from MDCs *2045 Long Range Plan* for documentation purposes only.

Project Trip Generation

- Using information contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual*, 11th Edition, trips associated with the existing and proposed development were estimated. Pass-by trips were established based on the ITE *Generation Manual*, 11th Edition. Internal capture trips were established based on the ITE *Trip Generation Manual*, 3rd Edition. A deduction for other modes of transportation was based on local characteristics and/or modal splits near the proposed development.

Project Trip Distribution

- Trip Distribution / Trip Assignment – Net new external project traffic was assigned to the adjacent street network using the appropriate cardinal distribution from the *Miami-Dade 2045 Long Range Transportation Plan Update*, published by the *Metropolitan Planning Organization*. Normal traffic patterns were considered when assigning project trips.

Future Conditions Intersection / Link Analysis – Total Traffic Conditions

- Future total traffic volumes were determined by adding project trips and background traffic volumes.
- Intersection capacity analyses were evaluated using the Synchro software. Signal timings might be optimized for future conditions analyses. Signal timing optimizations and modifications might be coordinated with Miami Dade County Public Works Traffic and Signs Division for approval as necessary.
- Link / Segment capacity was estimated using generalized vehicular capacities from the latest FDOT LOS Manual. The roadway link analysis was completed for peak hour directional and two-way traffic volumes.

2.0 DATA COLLECTION

Data collection for this study included roadway characteristics, roadway segment counts, intersection traffic counts, signal timing, and seasonal adjustment factors. The data collection effort is described in the following sections.

2.1 Roadway Characteristics

79th Street Causeway / SR 934/ John F. Kennedy Causeway

The 79th Street Causeway is a state principal arterial roadway that provides east / west access connecting mainland City of Miami to the island of Normandy Isle in the City of Miami Beach. Within the study area, the 79th Street Causeway is a two-way, six-lane divided roadway. Exclusive left turn lanes are provided throughout the segment. Bike lanes are provided on both sides of the roadway. FDOT has jurisdiction over the 79th Street Causeway. The posted speed limit is 30 mph.

E. Treasure Drive

E. Treasure Drive is classified as a local collector street that provides north / south access from the 79th Street Causeway (John F. Kennedy Causeway) to S. Treasure Drive. E. Treasure Drive is a two-way, two-lane, undivided roadway. There is on-street parking provided along both sides of the roadway. North Bay Village has jurisdiction over E. Treasure Drive. The posted speed limit is 25 mph.

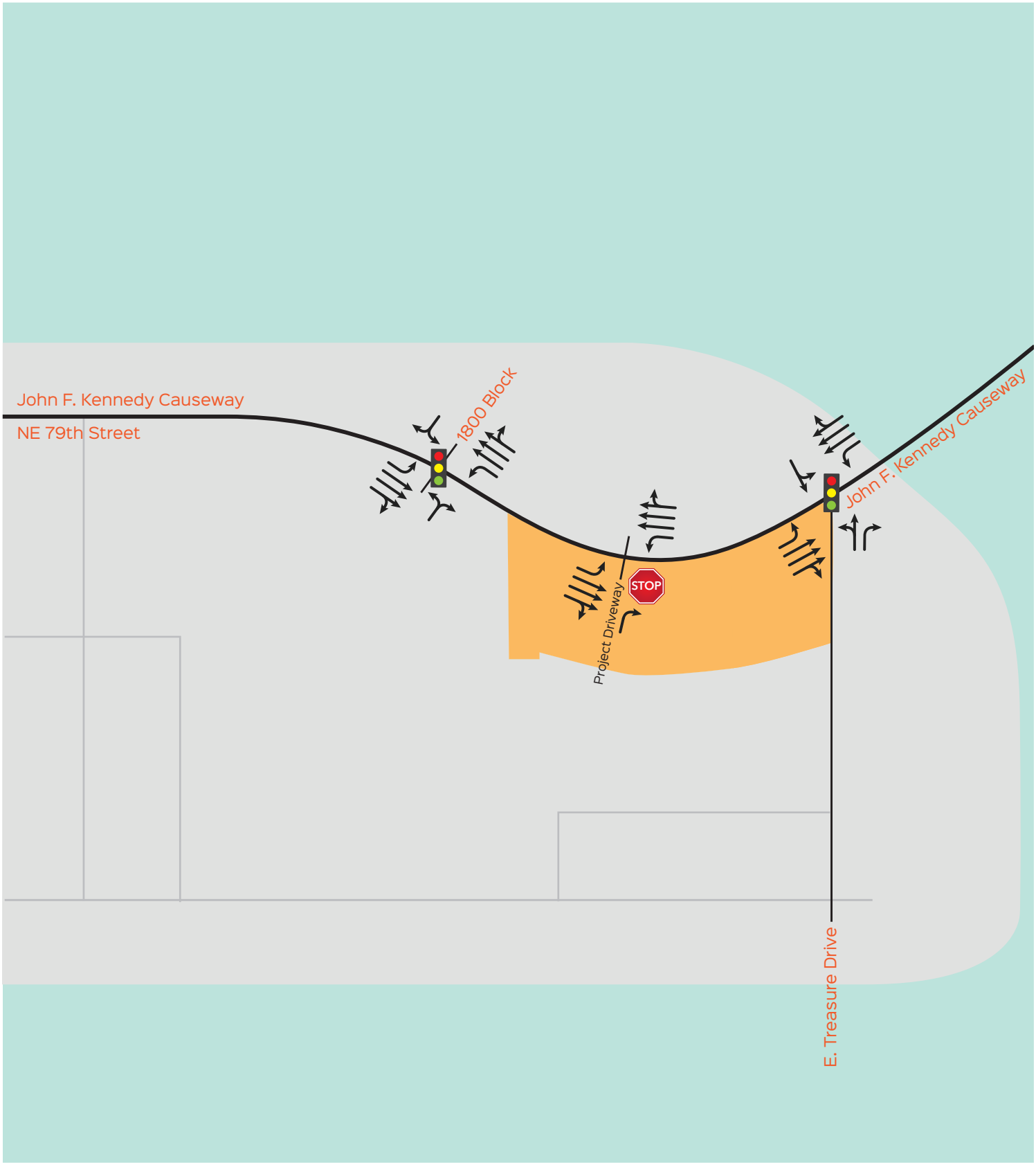
2.2 Traffic Counts

Consistent with the correspondence with Village staff, Field TMCs used in the Shuckers traffic study were used as the existing condition for the roadway. The peak hour vehicle turning movement counts (TMCs) were obtained from movement counts previously collected on May 20, 2021 at the 1800 Block / JFK Causeway and E treasure Drive / JFK Causeway intersections during the AM (7:00 – 9:00 am), and PM (4:00 – 6:00 pm) peak periods. The counts were adjusted to reflect average annual daily traffic conditions using the 2021 weekly volume adjustment factors obtained from FDOT. A weekly volume peak season conversion factor of 1.00 (Miami-Dade County North) corresponding to the date of the counts was used. Next the counts were grown two

years by the agreed upon growth rate (see Section 4.2) to determine the existing 2023 conditions. Traffic counts and FDOT season factors are provided in Appendix C.

2.3 Intersection Data

Signal timing data was obtained from Miami-Dade County for the signalized intersections analyzed in this study. This information was used for the signal phasing and timing required for the intersection capacity analysis. A field survey was also conducted to obtain the intersection lane configurations to be used in the intersection analysis. Exhibit 2 shows the existing lane configurations at the analyzed intersections. Existing volumes for the peak hours at the segments and intersections analyzed are shown in Exhibit 3. The signal timings are provided in Appendix D.

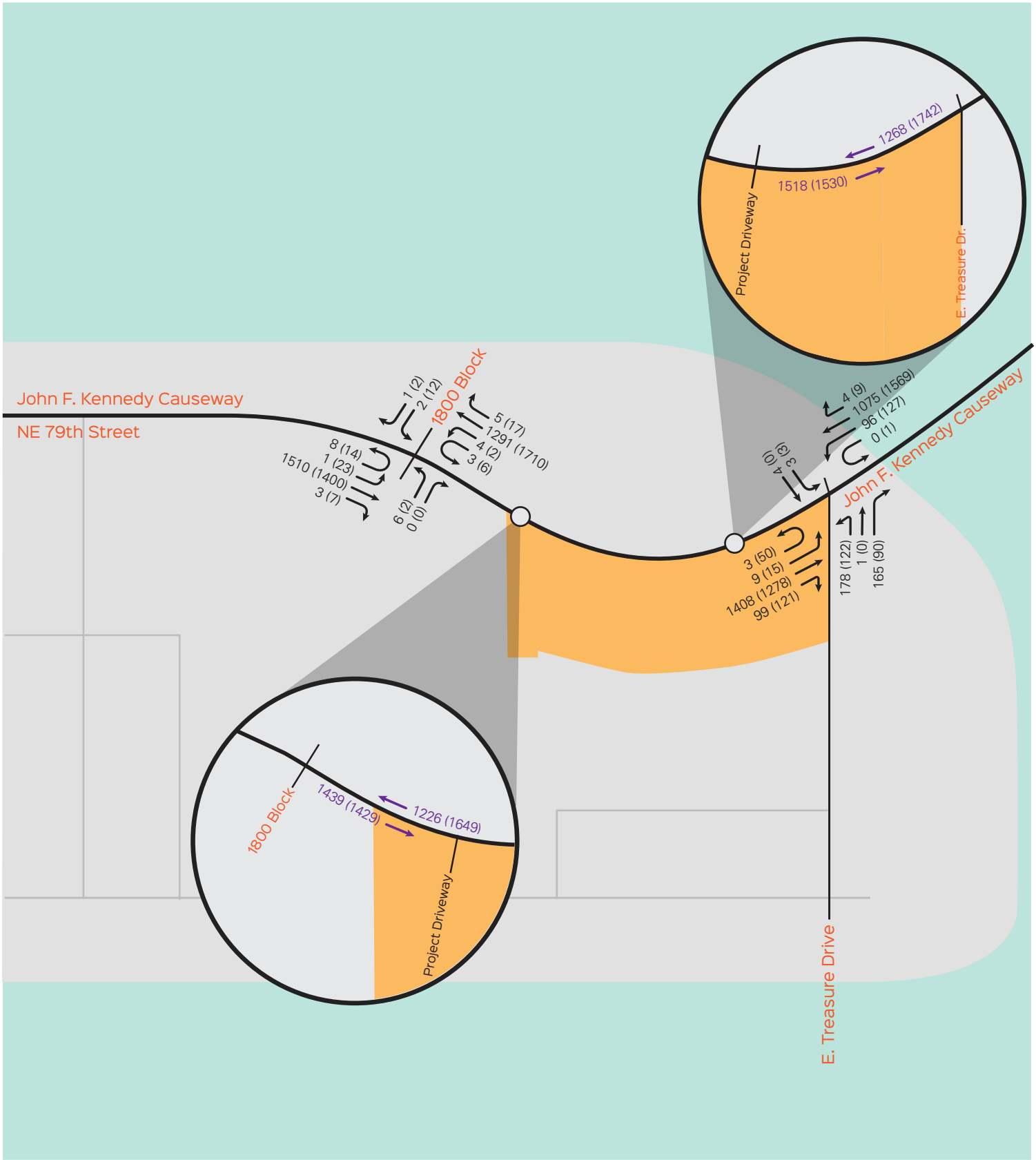


Project Location

Exhibit 2

Existing Lane Configurations

NORTH
MAP NOT TO SCALE



Project Location 00 AM → Peak Hour Segment Volumes
(00) PM

Exhibit 3

Existing AM & PM Peak Hour Traffic Volumes

NORTH
MAP NOT TO SCALE

2.4 Roadway Capacity Analysis

The FDOTs generalized service volume tables provide the maximum volume for a specific Level of Service (LOS). LOS is a qualitative assessment of a road's operating conditions and is represented by the letters A through F, where A is free flow (best condition) and F is the most congested condition. FDOTs generalized service volume tables are provided in Appendix C. Exhibit 4 shows the roadway link analysis for the study area segments based on the FDOT generalized peak hour directional and two-way service volume tables. All roadway segments currently operate within the Village's LOS standards.

Exhibit 4: Existing Roadway Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Roadway	Direction	# of Lanes	AM Peak Volume	PM Peak Volume	LOS Std	Service Volume	Meet LOS Std?
79th Street Causeway between the Project Driveway and E. Treasure Drive	EB	3LD	1,518	1,530	D	2,804	Yes
	WB	3LD	1,268	1,742	D	2,804	Yes
	Two-way	6LD	2,786	3,272	D	5,093	Yes
79th Street Causeway between 1800 Block and the Project Driveway	EB	3LD	1,516	1,505	D	2,804	Yes
	WB	3LD	1,292	1,738	D	2,804	Yes
	Two-way	6LD	2,808	3,243	D	5,093	Yes

79th Street Causeway: Two-way with Exclusive Left-turn lanes - C5 Urban Center - 6 Lane Divided (4,850*1.05 = 5,093 vph); ***Directional*** - C5 Urban Center - 3 Lane Divided (2,670*2 = 2,804 vph)

2.5 Intersection Capacity Analysis

The Synchro software was used to perform intersection capacity analysis at the analyzed intersections. Synchro is a macroscopic analysis and optimization software application that implements the Intersection Capacity Utilization method for determining intersection capacity. Synchro also supports the Highway Capacity Manual's methodology for signalized / un-signalized intersections. Exhibit 5 shows the resulting LOS for existing weekday AM and PM peak hour conditions. The analysis indicates that all intersections are projected to operate within the Village's overall LOS standards. The E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM peak hour and in the northbound / southbound approaches during the PM peak hour. This condition may be due to the fact that the state gives priority to vehicles travelling east / west through this area therefore, accepting delays on minor cross-streets. The un-signalized intersection capacity analysis results show adequate operations at the existing project driveway. Intersection capacity analysis worksheets are included in Appendix D.

Exhibit 5: Existing Intersection Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Intersection	Signalized/ Unsignalized	AM Peak		PM Peak		LOS Std
		LOS	Delay (sec)	LOS	Delay (sec)	
79th Street Causeway / E. Treasure Drive	S	B	20.0	B	18.9	D
79th Street Causeway / 1800 Block	S	A	6.0	B	13.0	D

Source: David Plummer & Associates

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3.0 PLANNED AND PROGRAMED ROADWAY IMPROVEMENTS

The *2023 Miami-Dade County Transportation Improvement Program (TIP)* and the *2045 Long Range Transportation Plan* were reviewed to identify any programmed or planned projects within the limits of the study area established. This document shows the following project within the study area:

DT4486291 – Kennedy Causeway Complete Streets Project – Pedestrian safety improvement

DT4106461 – SR 934/NE 79th Street and 82nd Street – From SR 5 / Biscayne Boulevard to Bay Drive – Flexible pavement reconstruction

The document shows no planned capacity improvements to the study intersections and corridors prior to completion of the proposed project. Roadway project documentation is included in Appendix E.

4.0 FUTURE TRAFFIC CONDITIONS

4.1 Background Traffic and Committed Developments

Future background traffic volumes were determined by applying a compound growth rate to existing volumes and adding committed development traffic. The growth rate was determined after discussions with the City to be 2.65%. This percentage is the average growth rate between a previously approved and completed study for the Shoma Bay project (3.91%) and the approved Shucker's (1.4%) traffic impact study.

The Village was consulted to determine any committed developments in the vicinity of the project site. The Isle of Dreams, Shucker's, and 1755 Kennedy Causeway projects were considered as committed developments for background traffic. Exhibit 6 provides a tabulation of the AM and PM peak hour trips generated by the committed developments. Committed development information is included in Appendix E.

Exhibit 6: Committed Development Trip Generation Summary

Development	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
	In	Out	Total	In	Out	Total
Isle of Dreams	19	53	72	58	45	103
Shuckers	121	121	242	120	103	223
1755 Kennedy Causeway	69	52	121	80	77	157
Total Gross Trips	**209**	**226**	**435**	**258**	**225**	**483**

4.2 Future Traffic Conditions

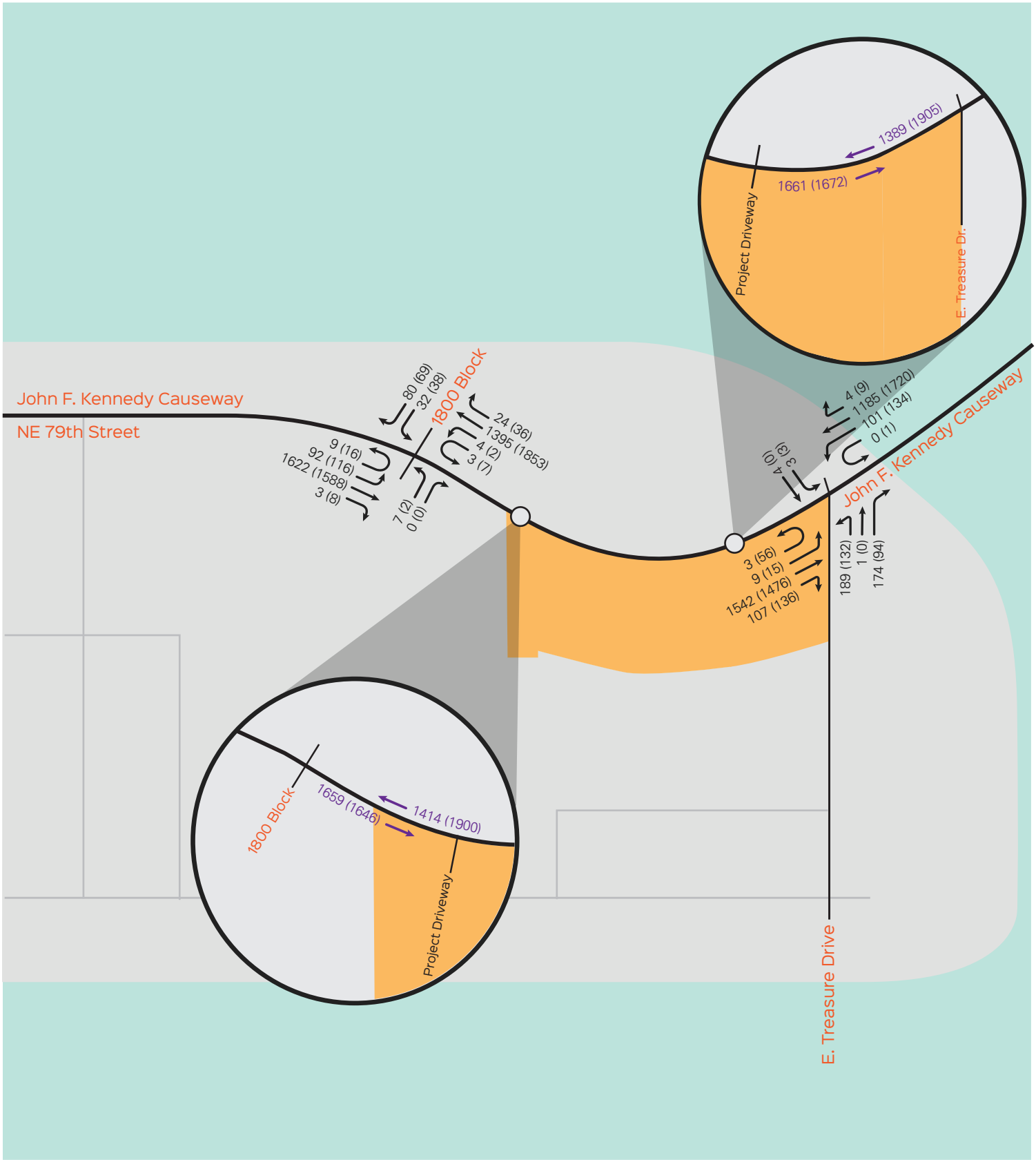
4.2.1 Future Roadway and Intersection Analysis without Project

Traffic volumes for future without project conditions were obtained by adding background traffic to existing traffic volumes. Exhibit 7 shows the future without project AM and PM peak hour traffic at each roadway segment and the roadway capacity (based on the FDOT generalized peak hour directional and two-way service volume tables). All roadway segments continue to operate within the Village's LOS standards during the AM and PM peak hours. Exhibit 8 shows the future without project traffic volumes.

Exhibit 7: Future without Project Roadway Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Roadway	Direction	# of Lanes	AM Peak Volume	PM Peak Volume	LOS Std	Service Volume	Meet LOS Std?
79th Street Causeway between the Project Driveway and E. Treasure Drive	EB	3LD	1,747	1,758	D	2,804	Yes
	WB	3LD	1,461	2,003	D	2,804	Yes
	Two-way	6LD	3,208	3,761	D	5,093	Yes
79th Street Causeway between 1800 Block and the Project Driveway	EB	3LD	1,745	1,731	D	2,804	Yes
	WB	3LD	1,487	1,998	D	2,804	Yes
	Two-way	6LD	3,232	3,730	D	5,093	Yes

79th Street Causeway: Two-way with Exclusive Left-turn lanes - C5 Urban Center - 6 Lane Divided (4,850*1.05 = 5,093 vph); ***Directional*** - C5 Urban Center - 3 Lane Divided (2,670*2 = 2,804 vph)



Project Location 00 AM → Peak Hour Segment Volumes
(00) PM

Exhibit 8

Future Without Project AM & PM Peak Hour Traffic Volumes

NORTH
MAP NOT TO SCALE

4.2.2 Future Intersection Analysis without Project

Future without project conditions was obtained by adding background traffic with committed development trips. Exhibit 9 shows the resulting LOS for AM and PM peak hour conditions for future without project. The analysis indicates that all intersections are projected to continue to operate within the Village's overall LOS standards. As with existing conditions, the E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM peak hour and in the northbound / southbound approaches during the PM peak hour. The southbound approach of the 1800 Block / 79th Street Causeway intersection shows delays during the AM peak hour. These conditions may be due to the fact that the state gives priority to vehicles travelling east / west through this area therefore, accepting delays on minor cross-streets. Intersection capacity analysis worksheets are included in Appendix D.

Exhibit 9: Future without Project Intersection Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Intersection	Signalized/ Unsignalized	AM Peak		PM Peak		LOS Std
		LOS	Delay (sec)	LOS	Delay (sec)	
79th Street Causeway / E. Treasure Drive	S	C	22.1	C	20.8	D
79th Street Causeway / 1800 Block	S	A	8.4	C	28.8	D

Source: David Plummer & Associates

4.3 Project Trip Generation

Trip generation for the proposed project was estimated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. This manual provides gross trip generation rates and/or equations by land use type. These rates and equations estimate vehicle trip ends at a free-standing site's driveways. See Appendix F for project trip generation worksheets.

The proposed development plan incorporates residential and retail with supermarket land uses, which can satisfy the work trip and retail needs for some residents, employees, and visitors without making a trip off-site. An internalization matrix was developed to establish the appropriate number of internal project trips. Internal capture rates used are also included in Appendix F.

ITE research shows that a certain percent of the trips for the retail with supermarket use and retail without supermarket use are "*pass-by*" trips. These are described as trips "attracted from the traffic passing the site on an adjacent street." These are not new trips, but trips already using the existing roadway network that stop at the proposed use and go back to their original path. Pass-by trips for this use were established based on guidelines provided in ITE's *Trip Generation Manual*, 11th Edition. The average pass-by rate published by ITE for the retail uses and the existing volume of the adjacent street were used to establish the pass-by component.

The study area provides mass transit within walking distance (see Section 5 of this report for additional pedestrian and transit information). Furthermore, the United States Census Bureau shows that 15.8% of the public within the area use other modes of transportation. A 15.8% adjustment was used to account for other modes of transportation. The project trip generation summary is provided in Exhibit 10.

Exhibit 10: Project Trip Generation Summary

Proposed Use

Proposed ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing *Land Use Code: 222*	333 DU	1,630	24	68	92	68	42	110
Shopping Plaza *Land Use Code: 821*	50,017 SF	4,726	109	67	176	241	261	502
Total Gross Trips		**6,356**	**133**	**135**	**268**	**309**	**303**	**612**
Internalization [2] AM 0.9% PM 15.9%			-1	-1	-2	-41	-41	-82
Other Modes of Transportation[3]		15.8%	-21	-22	-43	-49	-48	-97
Pass-by Retail (PM)[1]		40.0%	0	0	0	-76	-76	-152
Net Proposed Trips			**111**	**112**	**223**	**143**	**138**	**281**

[1]Based on ITE Trip Generation, 11th Edition

[2]Based on ITE Trip Generation Handbook, 3rd Edition.

[3]Based on US Census tract 39.17.

Existing Use

Existing ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Strip Retail[2] *Land Use Code: 822*	7,737 SF	556	11	7	18	32	32	64
Total Gross Trips		**556**	**11**	**7**	**18**	**32**	**32**	**64**
Other Modes of Transportation[2]		15.8%	-2	-1	-3	-5	-5	-10
Pass-by Retail (PM)[3]		40.0%	-	-	-	-15	-15	-30
Net Proposed Trips			**9**	**6**	**15**	**12**	**12**	**24**

[1]Based on ITE Trip Generation, 11th Edition.

[2]Based on US Census tract 39.17.

[3]Based on two ITE studies the average pass-by rate for shopping centers <40k SF is 66%, a 40% reduction was used for a more conservative analysis.

New External Trips

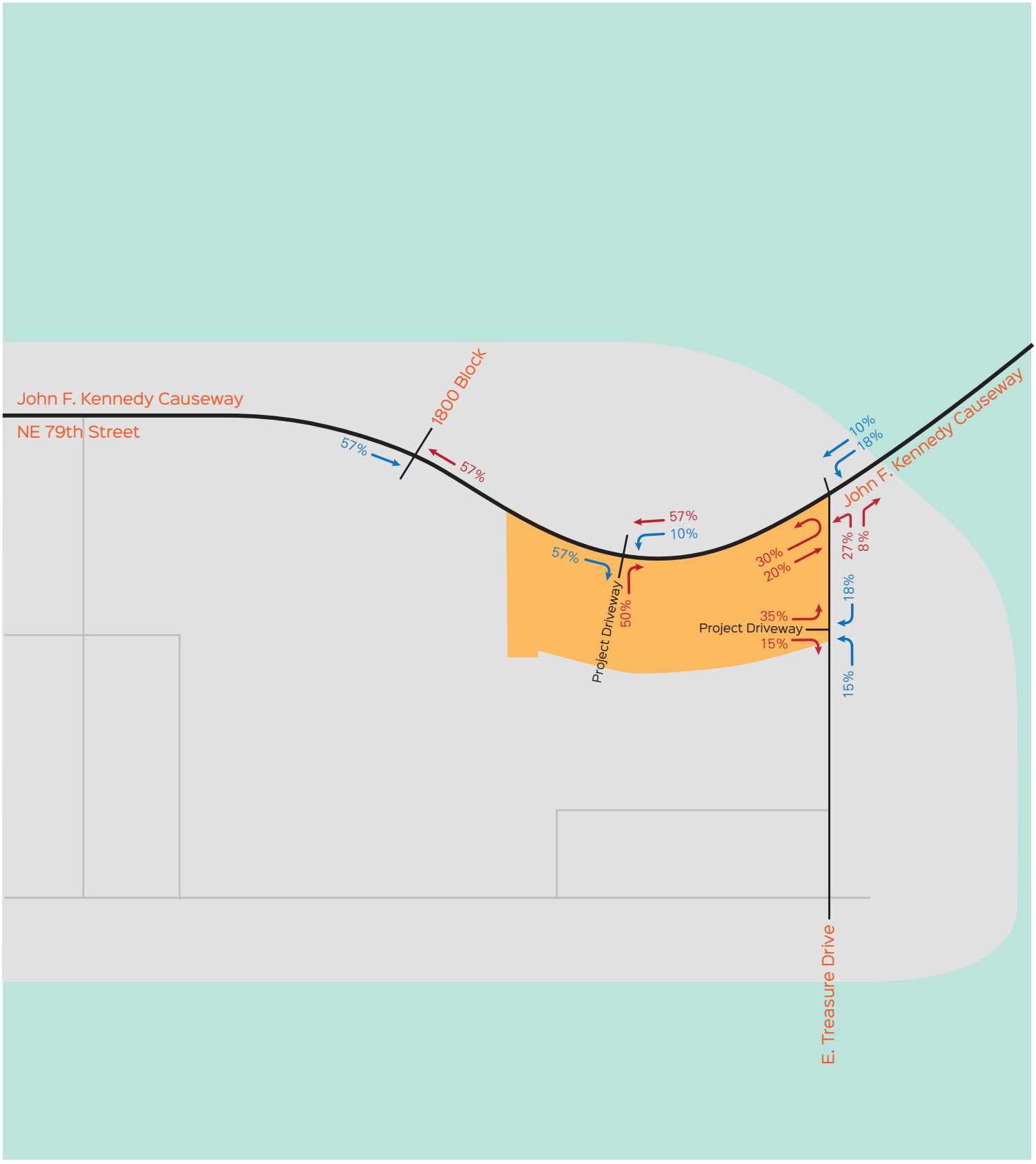
	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
		In	Out	Total	In	Out	Total
Proposed	**6,356**	**111**	**112**	**223**	**143**	**138**	**281**
Approved	**556**	**9**	**6**	**15**	**12**	**12**	**24**
Difference	**5,800**	**102**	**106**	**208**	**131**	**126**	**257**

4.4 Project Trip Assignment

Project traffic was distributed and assigned to the study area using the Cardinal Distribution for TAZ 624 shown in Exhibit 11. The Cardinal Distribution gives a generalized distribution of trips from a TAZ to other parts of Miami-Dade County. The distribution can be summarized as follows: 28% to the north, 22% to the south, 7% to the east, and 43% to the west. For estimating trip distribution for the project traffic, consideration was given to conditions such as the roadway network accessed by the project traffic, roadways available to travel in the desired direction, and attractiveness of traveling on a specific roadway. Project trip distribution and assignment for the proposed project is shown in Exhibits 12 and 13 respectively.

Exhibit 11: Cardinal Distribution (TAZ 624)

Direction	Distribution
NNE	10.73%
ENE	5.35%
ESE	1.03%
SSE	6.31%
SSW	16.16%
WSW	25.99%
WNW	17.10%
NNW	17.43%



Project Location

% Inbound

% Outbound

Exhibit 12

Project Trip Distribution

NORTH
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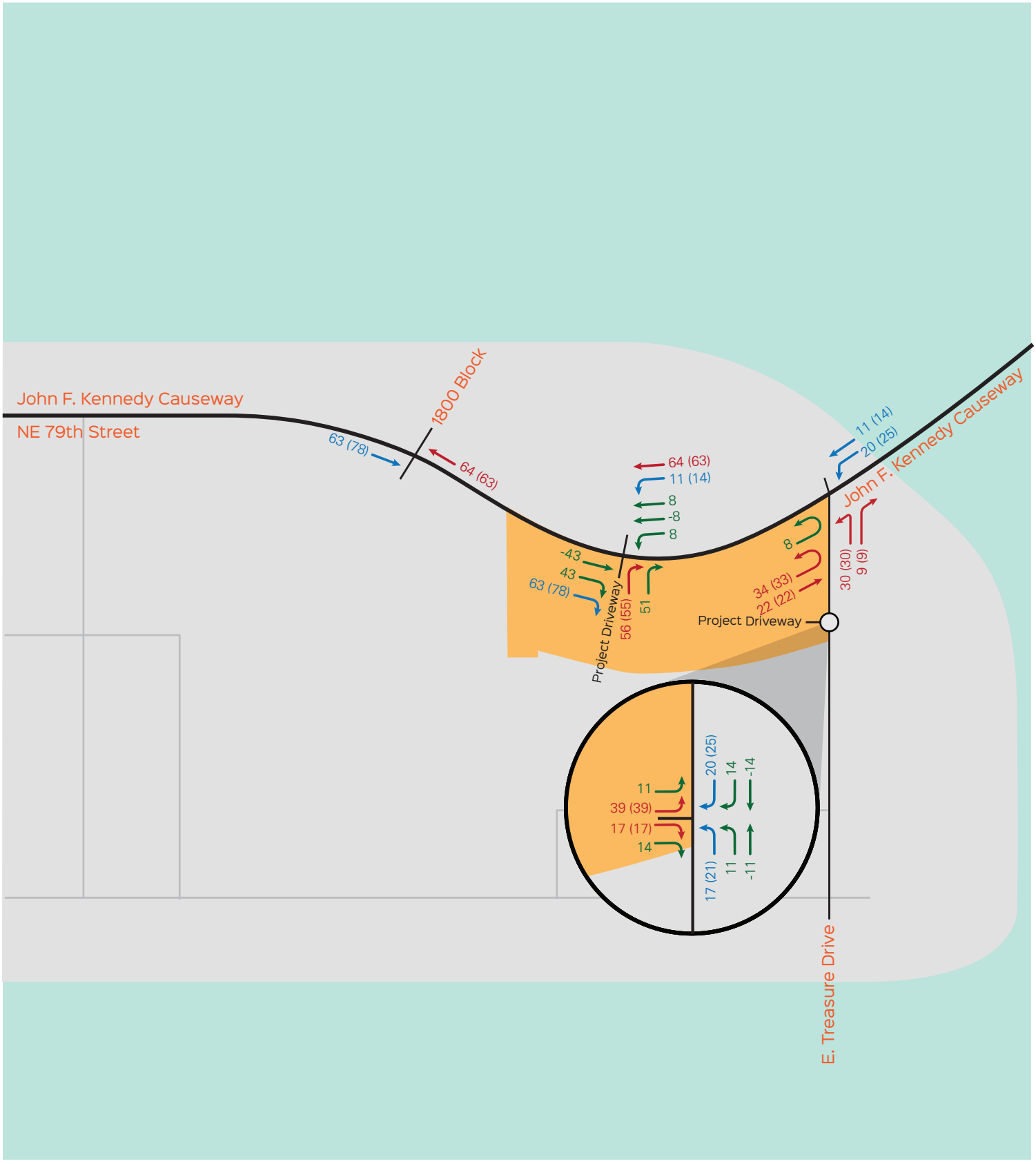


Project Location
00 AM
(00) PM
Inbound
Outbound
PM Passby

Exhibit 13

Project Trip Assignment

NORTH
MAP NOT TO SCALE

4.5 Future with Project Conditions

4.5.1 Future with Project Roadway Capacity Analysis

Trip assignments in the previous sections and traffic projections for the project were combined to obtain the total traffic on the analyzed roadway segments. Exhibit 14 shows roadway capacity for the future with project conditions during the AM and PM peak hours for each roadway segment based on the FDOT generalized peak hour directional and two-way service volume tables. As with existing and future without project conditions, all of the roadway segments operate within the Village's LOS standards during the AM and PM peak hours.

Exhibit 14: Future with Project Roadway Capacity Analysis
Weekday AM and PM Peak Hour Conditions

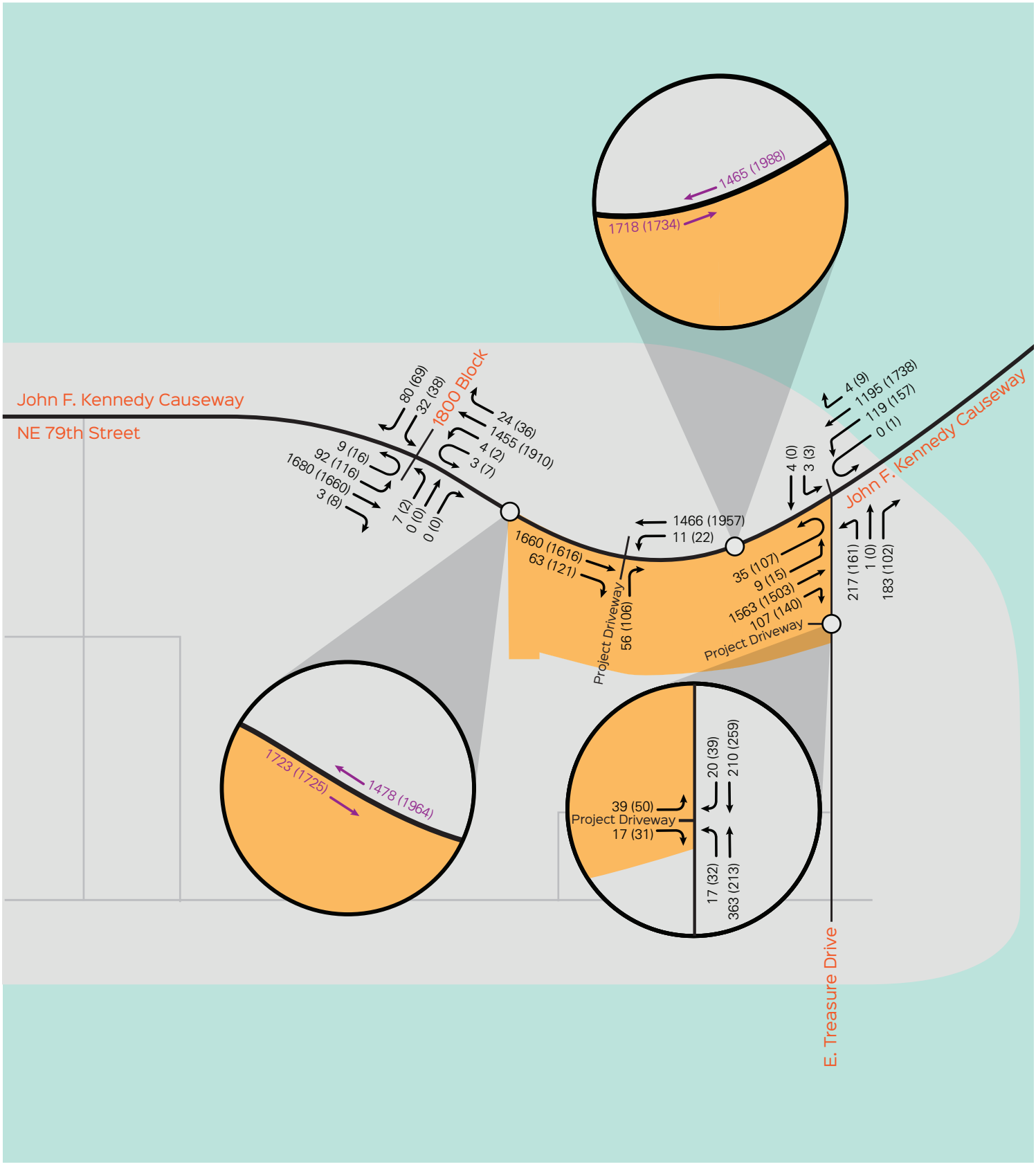
Roadway	Direction	# of Lanes	AM Peak Volume	PM Peak Volume	LOS Std	Service Volume	Meet LOS Std?
79th Street Causeway between the Project Driveway and E. Treasure Drive	EB	3LD	1,803	1,820	D	2,804	Yes
	WB	3LD	1,536	2,087	D	2,804	Yes
	Two-way	6LD	3,339	3,907	D	5,093	Yes
79th Street Causeway between 1800 Block and the Project Driveway	EB	3LD	1,808	1,810	D	2,804	Yes
	WB	3LD	1,551	2,062	D	2,804	Yes
	Two-way	6LD	3,359	3,872	D	5,093	Yes

79th Street Causeway: Two-way with Exclusive Left-turn lanes - C5 Urban Center - 6 Lane Divided (4,850*1.05 = 5,093 vph); ***Directional*** - C5 Urban Center - 3 Lane Divided (2,670*2 = 2,804 vph)

4.5.2 Future with Project Intersection Analysis

Future background traffic and traffic projections for the project were combined to obtain future traffic with project at the analyzed intersection. Exhibit 15 shows the projected traffic volumes for future with project conditions. Exhibit 16 shows the resulting LOS for the weekday AM and PM peak hour conditions for future with project. The analysis indicates that the 79th Street Causeway / 1800 Block and 79th Street Causeway / E Treasure Drive intersections are projected to continue to operate within the Village's overall LOS standards during the AM and PM peak hours. The un-signalized intersection capacity analysis shows adequate operations at the project driveways.

As with existing and future without project conditions, the E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM peak hour and in the northbound / southbound approaches during the PM peak hour. It should be noted that the project adds no additional traffic to the southbound approach of the intersection. Furthermore, the southbound approach is a split phase and therefore the additional traffic generated by the project should have no effect on the operations of the southbound approach. The southbound approach of the 1800 Block / 79th Street Causeway intersection continues to show delays during the AM peak hour. As previously mentioned these conditions may be due to the fact that the state gives priority to vehicles travelling east / west through this area therefore, accepting delays on minor cross-streets. Signal timing adjustments are recommended to improve the southbound approach delay at the 1800 Block / 79th Street intersection during the AM peak hour. Adding one second of green time to the northbound / southbound phase of the 1800 Block / 79th Street intersection improved the LOS for the southbound approach from LOS E to LOS D during the AM peak hour. Exhibit 17 shows the resulting LOS for the morning peak hour conditions with improvements. Intersection capacity analysis worksheets are included in Appendix D.



Project Location 00 AM → Peak Hour Segment Volumes

(00) PM

Exhibit 15

Future With Project AM & PM Peak Hour Traffic Volumes

NORTH
MAP NOT TO SCALE

Exhibit 16: Future with Project Intersection Capacity Analysis

Weekday AM and PM Peak Hour Conditions

Intersection	Signalized/ Unsignalized	AM Peak		PM Peak		LOS Std
		LOS	Delay (sec)	LOS	Delay (sec)	
79th Street Causeway / E. Treasure Drive	S	C	28.0	C	26.4	D
79th Street Causeway / Project Driveway	U	D	25.5	D	34.3	D
79th Street Causeway / 1800 Block	S	A	8.4	C	31.8	D
E. Treasure Drive / Project Driveway	U	B	11.7	B	12.0	D

Source: David Plummer & Associates

Exhibit 17: Future with Project with Signal Timing Improvements

Intersection Capacity Analysis

Intersection	Signalized/ Unsignalized	AM Peak		PM Peak		LOS Std
		LOS	Delay (sec)	LOS	Delay (sec)	
79th Street Causeway / 1800 Block	S	B	12.3	-	-	D

Source: David Plummer & Associates

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5.0 CIRCULATION PLAN

The proposed project will be located at 1850 and 1872 Kennedy Causeway in North Bay Village, FL. Access to the site will be provided via two driveways; the existing right-out only driveway located on 79th Street Causeway (John F. Kennedy Causeway) and a proposed two-way driveway located on E. Treasure Drive. The 79th Street Causeway driveway will provide access to the retail and townhomes on the west end of the property and to the residential / supermarket parking garage on the east. The E. Treasure Drive driveway will provide access to a two-way drive along the southeast end of the property that also provides access to the parking garage entrance. The supermarket loading area will be on the southeast corner of the project. Access to the supermarket loading area will be via the driveway along E. Treasure Drive. An AutoTURN analysis (Appendix H) was performed for the loading area using WB-67 trucks.

The project is located in an area that is conducive for pedestrian and bicycle activities. Bike lanes are available on both sides of the 79th Street Causeway. Sidewalks are available throughout the study area and major intersections adjacent to the site have clearly marked crosswalks. The signalized intersections provide pedestrian signals. A mobility plan was prepared for the site (Exhibit 18) showing the project location, bike lanes, sidewalk connections, and pedestrian crosswalks within the area. The area surrounding the project is served by transit (bus route 112 and the North Bay Village Mini Bus). Metrobus route 112 connects the island to the Miami Beach Convention Center, Amtrak, and the Hialeah Tri-Rail / Metrorail station. The North Bay Village Mini Bus is a local service with 28 stops along the Village's islands. The Metrobus stop and North Bay Village Mini Bus stop closest to the project is located on the southwest corner of the E. Treasure Drive / 79th Street Causeway intersection, at the northeast corner of the project boundary. Exhibit 19 shows the available transit routes and bus stops in the area. Appendix G shows all transit documentation.

Project Location

Exhibit 18

Mobility - Pedestrians

Sidewalks
Crosswalks
Bike Lanes

NORTH
MAP NOT TO SCALE

Project Location

Bus / Shuttle Stop

Shuttle Stop

Transit Routes

Miami-Dade Bus Route 112

NBAYVL Shuttle Bus

NORTH

MAP NOT TO SCALE

Exhibit 19

Mobility - Transit

6.0 CONCLUSION

An assessment of the traffic impacts associated with the proposed project was performed in accordance with the requirements of the North Bay Village Comprehensive Plan. The results of the intersection analysis show that the following intersections currently operate and will continue to operate within the North Bay Village LOS standards during the AM and PM peak hours:

- 79th Street Causeway / Project Driveway
- 79th Street Causeway / 1800 Block

The results show that the E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM and PM peak hours for existing, future without project, and future with project conditions. It should be noted that the project adds no additional traffic to the southbound approach of the intersection. Furthermore, the southbound approach is a split phase and therefore the additional traffic generated by the project should have no effect on the operations of the southbound approach. At future without project and future with project conditions, the southbound approach of the 1800 Block / 79th Street Causeway intersection shows delays during the AM peak hour. Signal timing adjustments are recommended to improve the southbound delay at the intersection during the AM peak hour. Adding one second of green time to the northbound / southbound phase, improves the LOS of the approach from E to D. The intersection capacity analysis results also show adequate operations at the unsignalized project driveways during the AM and PM peak hours.

The results of the roadway segment analysis show that the following roadway segments currently operate and will continue to operate within the Village's LOS standards during the AM and PM peak hours:

- 79th Street Causeway between the Project Driveway and E. Treasure Drive
- 79th Street Causeway between 1800 Block and the Project Driveway

As part of the study, the mobility and circulation within the study area was evaluated. The study shows that the project area is currently served by Miami-Dade bus route 112 and the North Bay Village Mini-Bus. The project is also located in an area that is conducive for pedestrian activities.

Bike lanes are available on both sides of the 79th Street Causeway, ample sidewalks are available along all roadways, and the major intersections adjacent to the site have clearly marked and signalized crosswalks. These conditions surrounding the project facilitate pedestrian activity to and from nearby schools, restaurants, retail, and entertainment; encouraging the use of other modes of transportation and reducing the vehicular impact on the roadway network. An AutoTurn analysis was performed showing the loading area can accommodate WB-67 trucks.

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Appendix A
Site Plan

A PORTION OF
SECTION 9-53-42

50.0'

50.0'

79TH STREET CAUSEWAY
(KENNEDY BLVD.)

R=650.48'
CA=37°02'17"
A=420.33'

R=25.00'
CA=113°00'00"
A=49.31'

R=650.48'
CA=13°21'39"
A=151.68'

R/W LINE

ACCESS TYPE (LEFT IN,
RIGHT IN AND RIGHT OUT)

15.5'

16'

Supplemental
Sign Above

Blade Sign Above

Entry Sign Above

Supplemental
Storeroom
F.F.E. 10.00

Storeroom
F.F.E. 10.00

Blade Sign Above

N01°37'08"W 238.39'

S01°37'08"E 181.89'

FLOOD ZONE AE-8'
FLOOD ZONE AE-9'

24'

Retail
2,729 SQFT
F.F.E. 10.00

30'-7"

EGRESS FROM
PARKING GARAGE

24'

INGRESS TO PARKING
GARAGE

Loading Dock

Grease Barrage

Trash Compactor

Generator Quick Conn.

RW LINE

E. TREASURE DRIVE

FULL ACCESS

23.8'

Conc. Wall

R=853.98'
CA=12°26'49"
A=185.52'

S88°41'24"W
68.95'

18.18'
S01°37'08"E

R=324.98'
CA=27°40'09"
A=156.95'

Conc. Wall

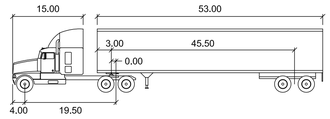
23'

R=853.98'
CA=12°57'47"
A=193.28'

A PORTION OF
SECTION 9-53-42

LEGEND

- PROPOSED SANITARY MANHOLE
- PROPOSED STORM WATER MANHOLE
- PROPOSED DRAINAGE INLET
- CATCH BASIN PRECAST W/ BAFFLES (MINIMUM 6' DIAM.)
- TRENCH DRAIN
- PROPOSED DRAINAGE DEEP WELL
- DRAINAGE MH
- GREASE TRAP
- FPL TRANSFORMER
- BACKFLOW PREVENTER



WB-67

feet			
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

NORTH

LEASE SITE PLAN

SCALE: 1" = 20'

632

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
NORTH BAY VILLAGE, FL

SEAL/SIGNATURE/DATE:
EFFECE REGISTRATION: EB 2650

TODD A SEYMOUR
LICENSE
No 52098
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MIAMI-DADE BUILDING CODE AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 33134 TELEPHONE (305) 443-0900 FORT MYERS
1750 SOUTH BAYSHORE DRIVE FAX (305) 444-4986
CERTIFICATE OF AUTHORIZATION EB 2650

DRAWN	
DATE	03/08/2023
SCALE	AS SHOWN
JOB NO.	20180

SHEET TITLE:
LEASE
SITE PLAN

SHEET NUMBER:
LSP-1.0

Appendix B
Methodology and correspondence with the Village

Kansas Goodrum

Subject: FW: [External] Shoma TIS redo recommendation

From: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>
Sent: Tuesday, June 20, 2023 9:10 PM
To: Silvia Vargas <SVargas@cgasolutions.com>; Ruiz-Diaz de la Portilla, Elinette <erportilla@gunster.com>
Cc: Masoud Shojaee <mshojaee@shomagroup.com>; rrosado@nbvillage.com; Salman Rathore <srathore@cgasolutions.com>; Juan Espinosa <Juan.Espinosa@dplummer.com>; Tony Recio <TRecio@wsh-law.com>; Timothy J. Plummer <tim.plummer@dplummer.com>
Subject: RE: [External] Shoma TIS redo recommendation

Hello, Silvia,

Thank you for working with us! The below is acceptable and Tim / Juan are proceeding accordingly. Which comments have not yet been issued? I think that we are down to just the Village Engineer and your Planning / Zoning review comments, correct?

Mario

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Mario Garcia-Serra | Shareholder
600 Brickell Avenue
Brickell World Plaza
Suite 3500
Miami, Florida 33131

P 305-376-6061 **F** 786-425-4104
gunster.com

From: Silvia Vargas <SVargas@cgasolutions.com>
Sent: Monday, June 19, 2023 6:34 PM
To: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>; Ruiz-Diaz de la Portilla, Elinette <erportilla@gunster.com>
Cc: Masoud Shojaee <mshojaee@shomagroup.com>; rrosado@nbvillage.com; Salman Rathore <srathore@cgasolutions.com>; Juan Espinosa <juan.espinosa@dplummer.com>; Tony Recio <TRecio@wsh-law.com>
Subject: RE: [External] Shoma TIS redo recommendation

Mario and Juan,
Thank you for your prompt reply.

Regarding the traffic study: it is my understanding (Salman, please correct me if I'm mistaken) that the original Shoma study completed by DPA in 2020 used 2018 counts and applied the equivalent of a 3.91% annual growth rate to extrapolate to 2020. CGA's suggestion was to use the same rate to be consistent with your own study.

While it is true that the Shuckers study, completed in 2022 using 2021 counts, applied an annual growth rate of 1.4%, we think a more conservative approach, using a higher growth rate, would be prudent to assuage potential questions about the lack of up-to-date turning movement counts as inputs to the study. As a new compromise, however, we could accept an average of 2.65% between the low of 1.4% and the high of 3.91% annual growth to extrapolate to 2023 counts.

Third, attached are the traffic/parking comments resulting from the review of the site plan. Since I'm still waiting for comments from the Village Engineer, I again don't want to delay in getting these to you. I'll also add mine to these shortly.

Thanks,

Silvia E. Vargas, FAICP
Principal Planner

Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
2103 Coral Way, Suite 810 | Miami, FL 33145 |Office: 786.485.5200 | Direct: 786.485.5197 | Fax: 786.485.1520

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

---

From: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>
Sent: Saturday, June 17, 2023 1:46 PM
To: Silvia Vargas <SVargas@cgasolutions.com>; Ruiz-Diaz de la Portilla, Elinette <erportilla@gunster.com>
Cc: Masoud Shojaee <mshojaee@shomagroup.com>; rrosado@nbvillage.com; Salman Rathore <srathore@cgasolutions.com>; Juan Espinosa <juan.espinosa@dplummer.com>
Subject: RE: [External] Shoma TIS redo recommendation

Hello, Silvia,

Many thanks for working with us to find a way to proceed with the traffic analysis for this revision to the previously approved project. Tim has issues with Salman's proposal and it is not acceptable to my client. Please see Tim's comments summarized below. Salman, please feel free to reach out to Tim Plummer directly to discuss if that is helpful since I know that there is a time zone difference between you and Tim. Silvia, on the issue of ingress / egress to the project site, the project went through an extensive review process with FDOT regarding its ingress / egress points and that cannot be changed now. Similarly, traffic circulation has remained the same as previously approved. My client's concerned that with a lease signed with Publix, units under contract, foundation plans submitted, and construction plans at 60% completion, that comments to a plan which has not changed its ingress / egress or internal circulation, could negatively impact its viability which does not make sense in the context of modifications to a previously approved plan. We strongly believe that there is a disconnect between our traffic consultants which may result from the fact that they have not previously met to discuss context of approval / methodology, etc. Salman and Tim and can connect separately but let's schedule a time to discuss other pending comments with the project team and get this project back on track. Do any of the following timeframes on Monday work?: 10am to 12pm or 4:30pm or later? Mario

Point of clarification: The rate of growth to be applied is 3.91%, not 3.4%.

DPA RESPONSE: IF TRAFFIC COUNTS FROM THE SHUCKERS STUDY ARE TO BE USED, THEN THE SAME GROWTH RATE WILL APPLY, WHICH IS 1.4%. THE DATA MUST REMAIN CONSISTENT.

The TIS must be updated for the following (but not limited to):

1. 2023 conditions

DPA RESPONSE: OK.

2. Recent trip generation manual

DPA RESPONSE: OK.

3. Recent FDOT's Peak Seasons Conversion Factor

DPA RESPONSE: OK.

4. Committed developments

DPA RESPONSE: BECAUSE SHOMA BAY IS APPROVED AND THIS IS AN UPDATED STUDY FOR MINOR INCREASES IN TRAFFIC GENERATION, THE SAME COMMITTED DEVELOPMENTS FROM THE ORIGINAL STUDY SHOULD BE USED (ONLY IF THESE PROJECTS ARE STILL UNBUILT AND NOT IN THE 2021 TRAFFIC COUNTS FROM THE SHUCKERS STUDY). PLEASE NOTE, ALTHOUGH SHOMA BAY WAS APPROVED PRIOR TO THE SHUCKERS STUDY, SHOMA BAY WAS NOT INCLUDED IN SHUCKERS STUDY AS A COMMITTED DEVELOPMENT.

5. 2023 FDOT Q/LOS Tables

DPA RESPONSE: OK.

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Mario Garcia-Serra | Shareholder
600 Brickell Avenue
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Miami, Florida 33131

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gunster.com

From: Silvia Vargas <SVargas@cgasolutions.com>
Sent: Thursday, June 15, 2023 1:30 PM
To: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>; Ruiz-Diaz de la Portilla, Elinette <erportilla@gunster.com>
Cc: Masoud Shojaee <mshojaee@shomagroup.com>; rrosado@nbvillage.com; Salman Rathore <srathore@cgasolutions.com>; Juan Espinosa <juan.espinosa@dplummer.com>
Subject: FW: [External] Shoma TIS redo recommendation

Good afternoon, Mario,

Although this morning's meeting was cancelled, Salman and I separately discussed alternative paths that could satisfy the need for up to date information and allow for acceptable evaluation of the project's traffic generation and impacts.

The proposed compromise solution is explained below. We can go over questions via email once Juan's got a chance to review it.

Separately, I will be forwarding comments related to the site plan's ingress/egress, internal circulation and parking. In anticipation of also having Village Engineering and my own comments provided to you by the end of the week as well, I

would like to reserve a time Monday afternoon for a virtual meeting (via separate email) to discuss questions or concerns about those comments. Will that work for you?

Best,

Silvia E. Vargas, FAICP
Principal Planner

Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
2103 Coral Way, Suite 810 | Miami, FL 33145 |Office: 786.485.5200 | Direct: 786.485.5197 | Fax: 786.485.1520

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

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From: Salman Rathore <srathore@cgasolutions.com>
Sent: Thursday, June 15, 2023 12:44 PM
To: Silvia Vargas <SVargas@cgasolutions.com>
Subject: Re: [External] Shoma TIS redo recommendation

Hi Silvia,

The Shoma traffic study may utilize the 2021 counts used in the attached study. Apply the same growth rate (3.4%) from the 2021 Shoma study to extrapolate to 2023.

The TIS must be updated for the following (but not limited to):

- 2023 conditions
- Recent trip generation manual
- Recent FDOT's Peak Seasons Conversion Factor
- Committed developments
- 2023 FDOT Q/LOS Tables

Regards,
Salman

DAVID PLUMMER & ASSOCIATES
TRAFFIC ENGINEERING • CIVIL ENGINEERING • TRANSPORTATION PLANNING

1750 PONCE DE LEON BOULEVARD | CORAL GABLES, FLORIDA 33134
305•447•0900 | DPA@DPLUMMER.COM

Shoma North Bay Village
Traffic Study Methodology

June 17, 2020

DPA will undertake a Traffic Impact Analysis as required by North Bay Village. This methodology will provide the details of the Traffic Impact Analysis proposed for this development. This methodology is based on the requirements from the Village. Confirmation of this methodology will be requested from the Village prior to performing the study. All work will be based on the final development plan to be provided by the client.

Location: The proposed project will be located at 1850 and 1872 Kennedy Causeway in North Bay Village, FL. The project proposes a new mixed-use development consisting of residential and commercial space. Access to the site will be through a two-way driveway on the 79th Street Causeway. The proposed site plan is provided in Attachment A.

Existing Site: Surface parking

Proposed Plan: High Rise Multifamily Housing – 333 units
Supermarket – 30,000 SF
Retail – 10,000 SF

Trip Generation:

Proposed ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (High-Rise) *Land Use Code: 222*	333 DU	1,524	25	81	106	74	47	121
Supermarket *Land Use Code: 850*	30,000 SF	3,340	69	46	115	162	156	318
Retail[2] *Land Use Code: 820*	10,000 SF	1,256	6	4	10	47	51	98
Total Gross Trips		**6,120**	**100**	**131**	**231**	**283**	**254**	**537**
Internalization[3]	AM 3.5% / PM 25.3%		-4	-4	-8	-68	-68	-136
Other Modes of Transportation[4]		15.8%	-16	-19	-35	-34	-29	-63
Pass-by Supermarket (PM)[3]		36.0%	0	0	0	-41	-41	-82
Pass-by Retail (PM)[3]		34.0%	0	0	0	-11	-11	-22
Net Proposed Trips			**80**	**108**	**188**	**129**	**105**	**234**

[1]Based on ITE Trip Generation, 10th Edition.

[2]Rate was used for the AM peak hour to better reflect the size of use.

[3]Based on ITE Trip Generation Handbook, 3rd Edition.

[4]Based on US Census tract 39.17

Methodology: The proposed methodology is outlined below:

Study Area

The study area for the project will include the following intersections:

- 79th Street Causeway / E. Treasury Drive (Signalized)
- 79th Street Causeway / Project Driveway (Un-signalized)
- 79th Street Causeway / 1800 Block (Signalized)

The study are will also include the following roadway links:

- 79th Street Causeway between the Project Driveway and E. Treasure Drive
- 79th Street Causeway between the 1800 Block and the Project Driveway

Analysis Scenarios

The analysis scenarios for this study are as follows:

- Existing year
- Project build-out year (2022) without project trips (background traffic)
- Project build-out year (2022) with project trips (total traffic)

Data Collection

- Turning movement counts (TMCs) previously collected during the morning (7 – 9 am) and afternoon (4 – 6 pm) peak hour conditions of a regular weekday at the study intersections will be used for the intersection and link analysis. Counts were collected on November 7, 2018. Traffic counts will be adjusted to existing conditions (2020) by applying the appropriate growth factor.
- Collected counts will be adjusted to reflect the AM and PM peak hour average daily traffic conditions for the intersection analysis. The traffic volumes will be adjusted by applying the corresponding peak season conversion factors obtained from the latest *Florida Department of Transportation (FDOT) Peak Season Factor Category Report.*
- Field reviews will be performed to obtain existing physical and operating characteristics of the roadway network within the study area. Data to be acquired will include the number and type of traffic lanes, intersection geometrics, signal timings, speed limit information, and other appropriate physical and operating characteristics.
- Roadway improvements included within the first three years of the 5-year FDOT Work Program or roadway improvements identified by the Village will be assumed as committed for analysis purposes.

Existing Conditions Intersection / Link Analysis

- Intersection capacity analyses will be evaluated for the study area intersections using the Synchro software. Access driveways will be included as part of the LOS analysis. All input files will be provided for review purposes.
- Link / Segment capacity will be estimated using service volumes obtained from the generalized vehicular capacities from the latest FDOT Quality / LOS Handbook.

Future Conditions Intersection / Link Analysis – Background Traffic Conditions

- Future background traffic volumes will be determined by applying a compound growth rate to existing volumes and adding committed development traffic (if any). The growth rate will be calculated based on a review of historical volumes obtained from FDOT and Miami-Dade County. If the historical growth rate is calculated to be less than 0.5 percent, a 0.5 percent annual growth will be used for analysis purposes.
- Committed development information (if any) will be provided by the Village.
- Committed roadway improvements will be obtained from the 2*020 Miami-Dade County TIP* and/or FDOT's *5-year program*. Any programmed improvement that increases capacity will be included in the analysis.
- Planned roadway improvements will be obtained from MDC's *2045 Long Range Plan* for documentation purposes only.

Project Trip Generation

Using information contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual*, 10th Edition, trips associated with the existing and proposed development will be estimated. Pass-by and internal capture trips will be established based on the ITE, *Trip Generation Manual, Users Guide and Handbook*, 3rd Edition. A deduction for other modes of transportation will be based on local characteristics and/or modal splits near the proposed development.

Project Trip Distribution

Trip Distribution / Trip Assignment – Net new external project traffic will be assigned to the adjacent street network using the appropriate cardinal distribution from the *Miami-Dade 2040 Long Range Transportation Plan Update*, published by the *Transportation Planning Organization*. Normal traffic patterns will also be considered when assigning project trips.

Future Conditions Intersection / Link Analysis – Total Traffic Conditions

- Future total traffic volumes will be determined by adding project trips to committed development and background traffic volumes.
- Intersection capacity analyses will be evaluated using the Synchro software. Signal timings may be optimized for future conditions analyses. Signal timing optimizations and modifications will be coordinated with Miami Dade County Public Works Traffic and Signs Division for approval as necessary.
- For intersections that fail to operate at an acceptable level of service, improvements will be recommended to mitigate the impacts of project trips from the proposed development. The improvements are intended to mitigate project traffic impacts, the improvements will not necessarily result in the intersection operating at an acceptable level of service.
- Link / Segment capacity will be estimated using generalized vehicular capacities from the latest FDOT LOS Manual. The roadway link analyses will be completed for peak hour directional and two-way traffic volumes.
- Alternative modes of transportation in the area will be described in the report.

Other Considerations:

- An Auto-turn analysis for the proposed loading area will be conducted.

Attachment A

SITE DATA				
Location:				
Zoning Designation:	T6-24			
Overlay District:	Kennedy Boulevard District			
Type of Use:	Multi-Family Housing			
BUILDING DISPOSITION	**Required**	**Provided**		**Remarks**
A. Lot Area	10,000 sf min.	2.798 acres	121,914 sf	
B. Lot Width	100' min	576'-7"		
C. Lot Coverage	90% max / 109,723 sf	61,672 sf	50.59%	
D. Floor Lot Ratio (FLR) - N/A				
E. Frontage @ Front Setback				
79th Street Causeway	70% min / 403'-6"	541'-8"	94%	
F. Open Space	10% min / 12,191 sf	16,433 sf	13.48%	
G. Density	120 du's/ac. = **335 units**	**333 units**	119 du's/ac	
BUILDING SETBACK				
A. Principal Front				
Kennedy Blvd.	20'-0" min.	20'-0"		
B. Side A	10'-0" min.	10'-0"		
C. Side B	0' min.	29'-0"		
D. Rear	5'-0" min.	9'-4"		
E. Stepback 1	10'-0" min. above 5th Story	No Stepback		
F. Stepback 2	5'-0" min. above 15th Story	No Stepback		

BUILDING CONFIGURATION FRONTAGE				
A. Common Lawn	Prohibited	-		
B. Porch & Fence	Prohibited	-		
C. Terrace	Prohibited	-		
D. Forecourt	Allowed	-		
E. Stoop	Allowed	-		
F. Shopfront	Allowed	Yes		
G. Gallery	Allowed	Yes		
H. Arcade	Prohibited	-		
BUILDING HEIGHT				
Min. Height	2 stories			
Max. Pedestal Height	5 stories	1 story	19'-2"	
Max. Height	24 stories	19 stories	205'-7"	

Parking Summary			
Required			
Type of parking	**# of DU's or SF.**	**Code Required**	**Total**
Residential (No Micro-Units needed)	333 units	1.5 spaces/unit	500 spaces
Visitor	333 units	0.1 spaces/unit	34 spaces
Sub-Total			**534 spaces**
Retail/Super-market	40,000 sf	3 sp/1,000 sf	120 spaces
Shared Parking reduction = 120 sp/1.2 = 100 *Per Shared Parking Standards Table*			**-20 spaces**
Sub-Total			**100 spaces**
Grand Total Required			**634 spaces**
HC Parking: (501-1000-2% total) = 13 spaces required			
Provided			
Designation		**Levels**	**Total**
Curbside Parking		Level 1	6 sp
Retail/Super-market Parking		Level 2	79 sp
		Level 3	21 sp
Sub-Total			**106 sp**
Visitor Parking		Level 3	44 sp
Resi. Parking		Level 4	70 sp
		Level 5-8	388 sp
		Level 9	78 sp
Total			**686 sp**
			2.06 sp/unit

UNIT MIX					
Unit Type	**Area**	**Total # of units**		**%**	**NRSF**
MICRO-UNIT					
MU	360 sf	38	38	11%	13,680 sf
1 BD					
A	600 sf	19			11,400 sf
A1	672 sf	19			12,768 sf
A2	700 sf	146	196	59%	102,200 sf
A3	601 sf	6			3,606 sf
A4	781 sf	6			4,686 sf
2BD					
B1	1,036 sf	57			59,052 sf
B2	1,406 sf	28	94	28%	39,368 sf
B3	1,020 sf	9			9,180 sf
TOWNHOMES					
TH1	1,344 sf	2	5	2%	2,688 sf
TH2	1,400 sf	3			4,200 sf
Grand Total		333 units		100%	262,828 sf
				Avg. Unit	789 sf/du

SITE PLAN - LEVEL 1

5 TOWNHOMES
6 SPACES

NORTH

SCALE: 1" = 20'

	BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
NORTH BAY VILLAGE, FL

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
AA0000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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MSA ARCHITECTS
ARCHITECTURE & PLANNING

DRAWN	
DATE	04/29/2020
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
SP-1

Scenario - Daily Trip Gen

Scenario Name: Daily Trip Gen User Group:

Dev. phase: 1 No. of Years to Project Traffic : 0

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
222 - Multifamily Housing (High-Rise)	General Urban/Suburban	Dwelling Units	333	Weekday	Best Fit (LIN)	762	762	1524
Data Source: Trip Gen Manual, 10th Ed					T = 3.94(X) + 211.81	50%	50%	
850 - Supermarket	General Urban/Suburban	1000 Sq. Ft. GFA	30	Weekday	Best Fit (LIN)	1670	1670	3340
Data Source: Trip Gen Manual, 10th Ed					T = 70.89(X) + 1212.64	50%	50%	
820 - Shopping Center	General Urban/Suburban	1000 Sq. Ft. GLA	10	Weekday	Best Fit (LOG)	628	628	1256
Data Source: Trip Gen Manual, 10th Ed					Ln(T) =0.68Ln(X) + 5.57	50%	50%	

Scenario - AM Peak hour

Scenario Name: am User Group:

Dev. phase: 1 No. of Years to Project Traffic : 0

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
222 - Multifamily Housing (High-Rise)	General Urban/Suburban	Dwelling Units	333	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN)	25	81	106
Data Source: Trip Gen Manual, 10th Ed					T = 0.28(X) + 12.86	24%	76%	
850 - Supermarket	General Urban/Suburban	1000 Sq. Ft. GFA	30	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average	69	46	115
Data Source: Trip Gen Manual, 10th Ed					3.82	60%	40%	
820 - Shopping Center	General Urban/Suburban	1000 Sq. Ft. GLA	10	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average	6	4	10
Data Source: Trip Gen Manual, 10th Ed					0.94	62%	38%	

Scenario - PM Peak hour

Scenario Name: am User Group:
Dev. phase: 1 No. of Years to Project Traffic : 0
Analyst Note:
Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method / Rate/Equation	Entry / Split%	Exit / Split%	Total
222 - Multifamily Housing (High-Rise)	General	Dwelling Units	333	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	74	47	121
Data Source: Trip Gen Manual, 10th Ed	Urban/Suburban			One Hour Between 4 and 6 p.m.	T = 0.34(X) + 8.56	61%	39%	
850 - Supermarket	General	1000 Sq. Ft. GFA	30	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LOG)	162	156	318
Data Source: Trip Gen Manual, 10th Ed	Urban/Suburban			One Hour Between 4 and 6 p.m.	Ln(T) =0.75Ln(X) + 3.21	51%	49%	
820 - Shopping Center	General	1000 Sq. Ft. GLA	10	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LOG)	47	51	98
Data Source: Trip Gen Manual, 10th Ed	Urban/Suburban			One Hour Between 4 and 6 p.m.	Ln(T) =0.74Ln(X) + 2.89	48%	52%	

United States™ Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau.

Note: This download or printed version may have missing information from the original table.

COMMUTING CHARACTERISTICS BY SEX

Survey/Program:
American Community Survey
Year:
2018
Estimates:
5-Year
Table ID:
S0801

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

For more information on understanding race and Hispanic origin data, please see the Census 2010 Brief entitled, Overview of Race and Hispanic Origin: 2010 , issued March 2011. (pdf format)

While the 2014-2018 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

- An "**" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
- An "-" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution, or the margin of error associated with a median was larger than the median itself.
- An "-" following a median estimate means the median falls in the lowest interval of an open-ended distribution.
- An "+" following a median estimate means the median falls in the upper interval of an open-ended distribution.

An "***" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
An "*****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
An "(X)" means that the estimate is not applicable or not available.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

	Census Tract 39.17, Miami-Dade County, Florida		
	Total	Male	Female
	Estimate	Estimate	Estimate
Workers 16 years and over	2,956	1,518	1,438
MEANS OF TRANSPORTATIC			
Car, truck, or van	76.2%	75.0%	77.5%
Drove alone	63.3%	66.3%	60.2%
Carpooled	12.9%	8.8%	17.2%
In 2-person carpool	10.5%	8.2%	12.9%
In 3-person carpool	2.1%	0.0%	4.4%
In 4-or-more person ca	0.3%	0.5%	0.0%
Workers per car, truck, or	1.10	1.06	1.14
Public transportation (excl	15.3%	17.4%	13.0%
Walked	0.5%	0.9%	0.0%
Bicycle	0.0%	0.0%	0.0%
Taxicab, motorcycle, or oth	4.6%	3.9%	5.4%
Worked at home	3.5%	2.8%	4.2%
PLACE OF WORK			
Workers 16 years and over wh	2,854	1,476	1,378
VEHICLES AVAILABLE			
PERCENT ALLOCATED			

AM Peak Hour Trip Generation and Internalization

Shoma North Bay Village

Supermarket Land Use 850 30,000 Sq Ft		Retail Land Use 820 10,000 Sq Ft		Multi-Family Housing (High-Rise) Land Use 222 333 DU		
In	**Out**	**In**	**Out**	**In**	**Out**	
69	**46**	**6**	**4**	**25**	**81**	231 ITE Trips
UNBALANCED INTERNALIZATION						
0% *0*	*0%* *0*	***0*** ***0***	*0%* *0*	*0%* *0*		
14% *6* *17%* *12*		***1*** ***1***		*2%* *1* *1%* *1*		
		14% *1* *17%* *1*	***1*** ***1***	*2%* *1* *1%* *1*		
Supermarket		**Retail**		**-Family Housing (High-**		
In	**Out**	**In**	**Out**	**In**	**Out**	
69	**46**	**6**	**4**	**25**	**81**	231 Vehicle Trips
BALANCED INTERNALIZATION						
0	*0*	*0*	*0*			
-1 *-1*				*-1* *-1*		
		-1 *-1*		*-1* *-1*		
-1	-1	-1	-1	-2	-2	-8 Internal
68	45	5	3	23	79	223 External Trips
	1.7%		*20.0%*		*3.8%*	*3.5%* % Internal
-11	-7	-1	0	-4	-12	-35 -15.8% Transit/Pedestrian
57	**38**	**4**	**3**	**19**	**67**	188
0	0					0 0% Passby (Supermarket)
		0	0			0 0% Passby (Retail)
57	**38**	**4**	**3**	**19**	**67**	**188 Net New External Trips**

PM Peak Hour Trip Generation and Internalization

Shoma North Bay Village

Supermarket Land Use 850 30,000 Sq Ft		Retail Land Use 820 10,000 Sq Ft		-Family Housing (High- Land Use 222 333 DU		
In	**Out**	**In**	**Out**	**In**	**Out**	
162	**156**	**47**	**51**	**74**	**47**	537 ITE Trips

UNBALANCED INTERNALIZATION

	0% 0	**0**	0% 0			
0% 0		**0**		0% 0		
	26% 41	**34**			46% 34	
10% 16		**16**				42% 20
			26% 13	**13**	46% 34	
		10% 5		**5**		42% 20

Supermarket		Retail		-Family Housing (High-		
In	**Out**	**In**	**Out**	**In**	**Out**	
162	**156**	**47**	**51**	**74**	**47**	537 Vehicle Trips

BALANCED INTERNALIZATION

	0		0			
0				0		
	-34				-34	
-16						-16
			-13		-13	
		-5				-5

-16	-34	-5	-13	-47	-21	-136 Internal
146	122	42	38	27	26	401 External Trips
	15.7%		*18.4%*		*56.2%*	*25.3%* % Internal
-23	-19	-7	-6	-4	-4	-63 -15.8% Transit/Pedestrian
123	**103**	**35**	**32**	**23**	**22**	338
-41	-41					-82 -36% Passby (Supermarket)
		-11	-11			-22 -34% Passby (Retail)
82	**62**	**24**	**21**	**23**	**22**	**234 Net New External Trips**

Appendix C
Data Collection
Traffic Volumes
Signal Timings
Historic Background Growth
Cardinal Distribution
FDOT LOS Handbook Tables & Seasonal Factors

Traffic Volumes

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: 1800 Block and JFK Cswy
County: Miami-Dade

File Name : 7-1800 Block & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 1

Groups Printed- Autos - Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	162	0	162	0	0	204	1	205	0	0	0	0	0	0	1	0	0	1	368
07:15 AM	0	0	230	0	230	0	0	233	0	233	0	0	0	1	1	0	0	0	0	0	464
07:30 AM	4	3	265	1	273	0	1	291	0	292	0	3	0	0	3	0	0	0	0	0	568
07:45 AM	3	0	305	0	308	0	0	303	1	304	0	0	0	0	0	0	0	0	2	2	614
Total	7	3	962	1	973	0	1	1031	2	1034	0	3	0	1	4	0	1	0	2	3	2014
08:00 AM	0	0	320	0	320	0	0	286	0	286	0	2	0	0	2	0	1	0	0	1	609
08:15 AM	3	0	411	1	415	1	0	306	2	309	0	2	0	0	2	0	1	0	1	2	728
08:30 AM	2	1	369	2	374	1	3	304	1	309	0	0	0	0	0	0	0	0	0	0	683
08:45 AM	3	0	333	0	336	1	1	329	2	333	0	2	0	0	2	0	0	0	0	0	671
Total	8	1	1433	3	1445	3	4	1225	5	1237	0	6	0	0	6	0	2	0	1	3	2691
09:00 AM	1	0	303	2	306	0	0	260	0	260	0	3	0	0	3	0	0	0	1	1	570
09:15 AM	0	1	275	2	278	0	0	293	0	293	0	2	0	0	2	0	0	0	0	0	573
09:30 AM	3	2	269	1	275	2	0	253	0	255	0	1	0	0	1	0	1	0	0	1	532
09:45 AM	2	0	244	7	253	0	0	271	1	272	0	1	0	0	1	0	3	0	0	3	529
Total	6	3	1091	12	1112	2	0	1077	1	1080	0	7	0	0	7	0	4	0	1	5	2204
*** BREAK ***																					
11:00 AM	0	2	263	2	267	0	0	303	3	306	0	1	0	0	1	0	0	0	1	1	575
11:15 AM	1	1	208	0	210	0	2	296	1	299	0	0	0	1	1	0	2	0	0	2	512
11:30 AM	2	3	166	1	172	4	1	266	4	275	0	1	0	0	1	0	2	0	2	4	452
11:45 AM	2	3	327	0	332	3	1	222	6	232	0	2	0	0	2	0	1	0	0	1	567
Total	5	9	964	3	981	7	4	1087	14	1112	0	4	0	1	5	0	5	0	3	8	2106
12:00 PM	3	3	252	4	262	0	1	295	3	299	0	1	0	0	1	0	1	0	0	1	563
12:15 PM	0	3	289	3	295	1	0	300	4	305	0	1	0	0	1	0	2	0	0	2	603
12:30 PM	3	2	328	5	338	2	0	284	1	287	0	1	0	1	2	0	1	0	1	2	629
12:45 PM	0	4	239	3	246	3	1	301	3	308	0	1	0	0	1	0	3	0	0	3	558
Total	6	12	1108	15	1141	6	2	1180	11	1199	0	4	0	1	5	0	7	0	1	8	2353

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Doral, FL, 33126

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County: Miami-Dade

File Name : 7-1800 Block & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 2

Groups Printed- Autos - Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
*** BREAK ***																					
04:00 PM	6	7	326	2	341	0	1	390	4	395	0	2	0	0	2	0	2	0	0	2	740
04:15 PM	1	8	392	1	402	1	0	396	2	399	0	0	0	0	0	0	2	0	1	3	804
04:30 PM	2	3	326	3	334	1	0	431	4	436	0	0	0	0	0	0	5	0	0	5	775
04:45 PM	5	5	356	1	367	4	1	406	6	417	0	0	0	0	0	0	2	0	1	3	787
Total	14	23	1400	7	1444	6	2	1623	16	1647	0	2	0	0	2	0	11	0	2	13	3106
05:00 PM	1	2	328	4	335	0	1	392	2	395	0	1	0	0	1	0	5	0	0	5	736
05:15 PM	5	3	383	1	392	0	0	389	2	391	0	0	0	0	0	0	0	0	2	2	785
05:30 PM	3	5	333	1	342	0	0	397	4	401	0	0	0	0	0	0	2	0	2	4	747
05:45 PM	2	3	328	2	335	2	3	407	6	418	0	1	0	0	1	0	3	0	2	5	759
Total	11	13	1372	8	1404	2	4	1585	14	1605	0	2	0	0	2	0	10	0	6	16	3027
06:00 PM	0	1	384	4	389	0	0	297	3	300	0	2	0	2	4	0	1	0	1	2	695
06:15 PM	1	3	312	1	317	0	2	364	5	371	0	0	0	0	0	0	0	0	1	1	689
06:30 PM	2	8	350	4	364	1	0	281	4	286	0	0	0	0	0	0	1	0	1	2	652
06:45 PM	3	5	341	2	351	3	3	273	4	283	0	0	0	0	0	0	1	0	0	1	635
Total	6	17	1387	11	1421	4	5	1215	16	1240	0	2	0	2	4	0	3	0	3	6	2671
Grand Total	63	81	9717	60	9921	30	22	10023	79	10154	0	30	0	5	35	0	43	0	19	62	20172
Apprch %	0.6	0.8	97.9	0.6		0.3	0.2	98.7	0.8		0	85.7	0	14.3		0	69.4	0	30.6		
Total %	0.3	0.4	48.2	0.3	49.2	0.1	0.1	49.7	0.4	50.3	0	0.1	0	0	0.2	0	0.2	0	0.1	0.3	
Autos	63	81	9710	60	9914	30	21	9978	79	10108	0	30	0	5	35	0	42	0	19	61	20118
% Autos	100	100	99.9	100	99.9	100	95.5	99.6	100	99.5	0	100	0	100	100	0	97.7	0	100	98.4	99.7
Heavy Vehicles	0	0	7	0	7	0	1	45	0	46	0	0	0	0	0	0	1	0	0	1	54
% Heavy Vehicles	0	0	0.1	0	0.1	0	4.5	0.4	0	0.5	0	0	0	0	0	0	2.3	0	0	1.6	0.3

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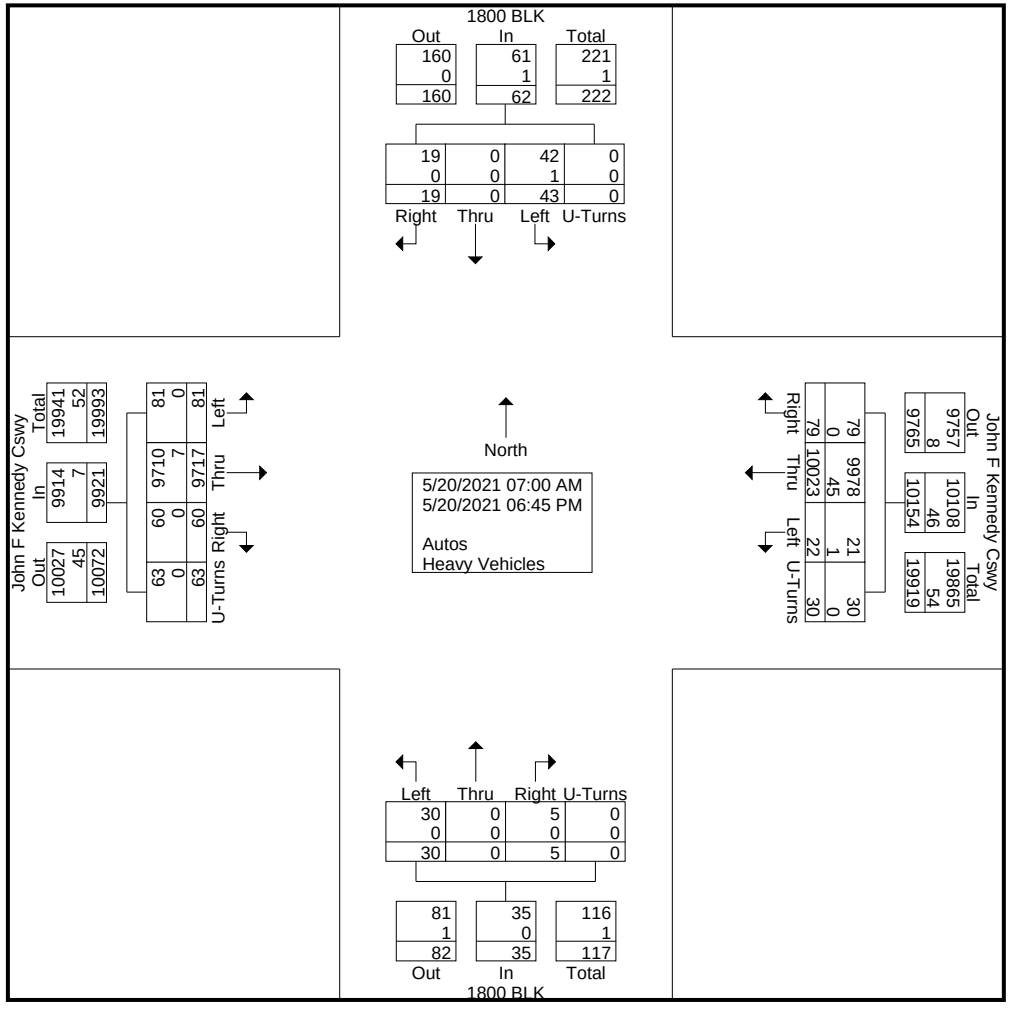
Site Code : 00000000
Start Date : 5/20/2021
Page No : 3



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Site Code : 00000000
Start Date : 5/20/2021
Page No : 4

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 08:00 AM																					
08:00 AM	0	0	320	0	320	0	0	286	0	286	0	**2**	0	0	**2**	0	**1**	0	0	1	609
08:15 AM	**3**	0	**411**	1	**415**	**1**	0	306	**2**	309	0	2	0	0	2	0	1	0	**1**	**2**	**728**
08:30 AM	2	**1**	369	**2**	374	1	**3**	304	1	309	0	0	0	0	0	0	0	0	0	0	683
08:45 AM	3	0	333	0	336	1	1	**329**	2	**333**	0	2	0	0	2	0	0	0	0	0	671
Total Volume	8	1	1433	3	1445	3	4	1225	5	1237	0	6	0	0	6	0	2	0	1	3	2691
% App. Total	0.6	0.1	99.2	0.2		0.2	0.3	99	0.4		0	100	0	0		0	66.7	0	33.3		
PHF	.667	.250	.872	.375	.870	.750	.333	.931	.625	.929	.000	.750	.000	.000	.750	.000	.500	.000	.250	.375	.924
Autos	8	1	1432	3	1444	3	4	1219	5	1231	0	6	0	0	6	0	2	0	1	3	2684
% Autos	100	100	99.9	100	99.9	100	100	99.5	100	99.5	0	100	0	0	100	0	100	0	100	100	99.7
Heavy Vehicles	0	0	1	0	1	0	0	6	0	6	0	0	0	0	0	0	0	0	0	0	7
% Heavy Vehicles	0	0	0.1	0	0.1	0	0	0.5	0	0.5	0	0	0	0	0	0	0	0	0	0	0.3

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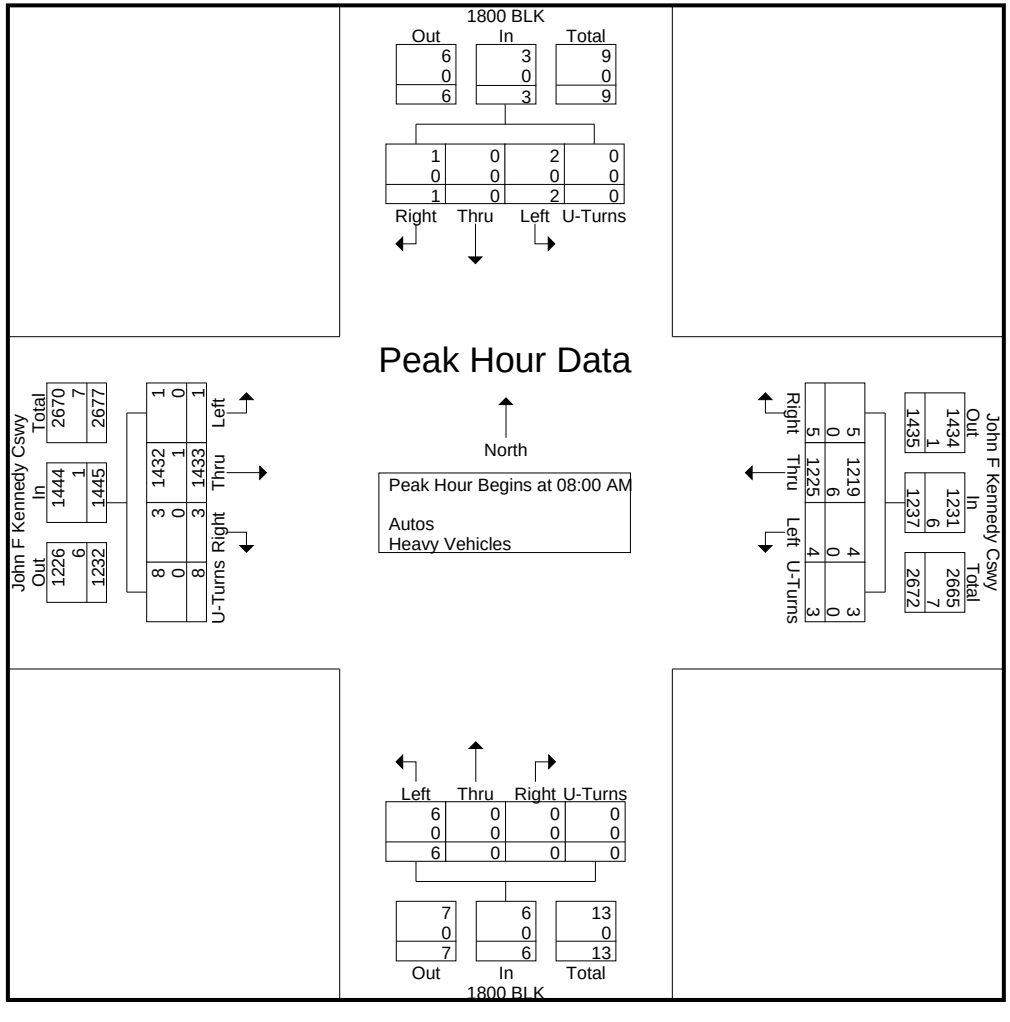

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Page No : 6

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:45 AM																					
11:45 AM	2	**3**	327	0	332	**3**	**1**	222	**6**	232	0	**2**	0	0	**2**	0	1	0	0	1	567
12:00 PM	**3**	3	252	4	262	0	1	295	3	299	0	1	0	0	1	0	1	0	0	1	563
12:15 PM	0	3	289	3	295	1	0	**300**	4	**305**	0	1	0	0	1	0	**2**	0	0	**2**	603
12:30 PM	3	2	**328**	**5**	**338**	2	0	284	1	287	0	1	0	**1**	2	0	1	0	**1**	2	**629**
Total Volume	8	11	1196	12	1227	6	2	1101	14	1123	0	5	0	1	6	0	5	0	1	6	2362
% App. Total	0.7	0.9	97.5	1		0.5	0.2	98	1.2		0	83.3	0	16.7		0	83.3	0	16.7		
PHF	.667	.917	.912	.600	.908	.500	.500	.918	.583	.920	.000	.625	.000	.250	.750	.000	.625	.000	.250	.750	.939
Autos	8	11	1196	12	1227	6	2	1091	14	1113	0	5	0	1	6	0	5	0	1	6	2352
% Autos	100	100	100	100	100	100	100	99.1	100	99.1	0	100	0	100	100	0	100	0	100	100	99.6
Heavy Vehicles	0	0	0	0	0	0	0	10	0	10	0	0	0	0	0	0	0	0	0	0	10
% Heavy Vehicles	0	0	0	0	0	0	0	0.9	0	0.9	0	0	0	0	0	0	0	0	0	0	0.4

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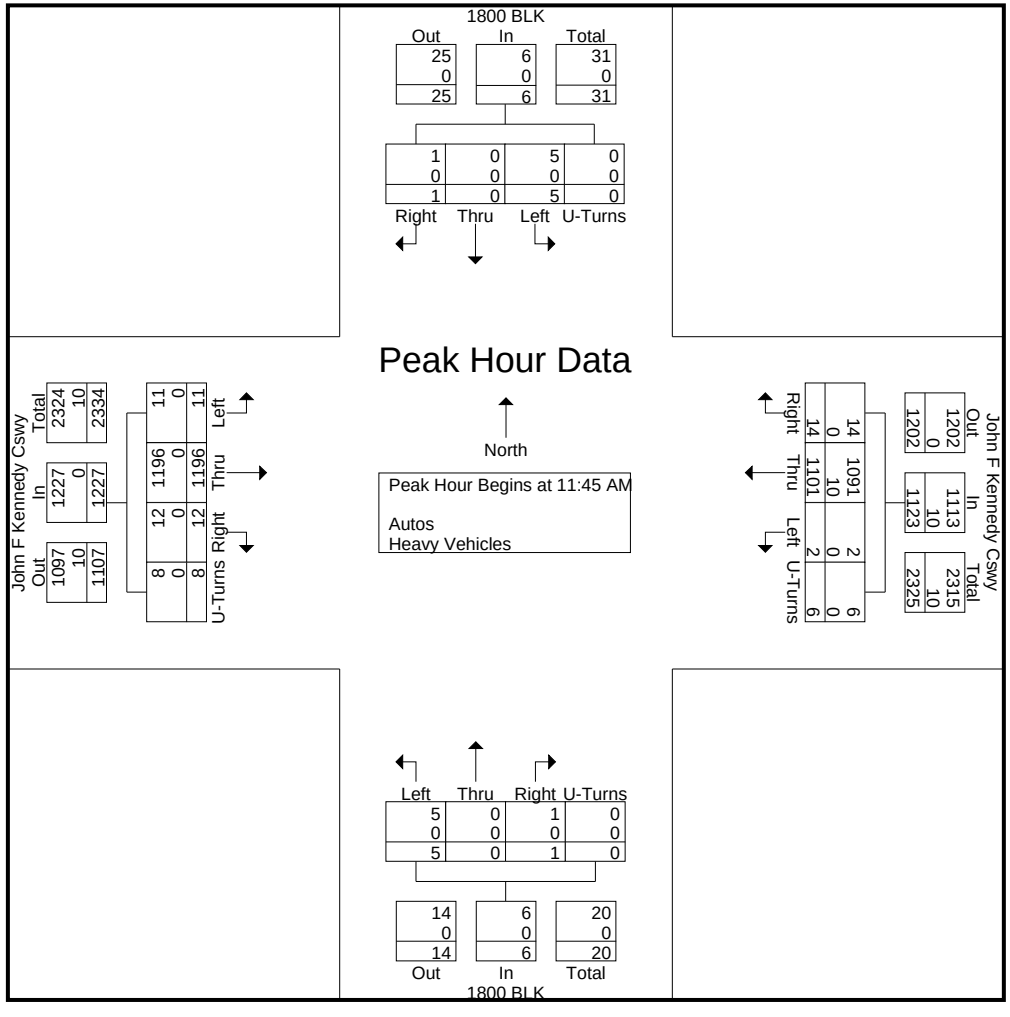

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	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 06:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:00 PM																					
04:00 PM	**6**	7	326	2	341	0	**1**	390	4	395	0	**2**	0	0	**2**	0	2	0	0	2	740
04:15 PM	1	**8**	**392**	1	**402**	1	0	396	2	399	0	0	0	0	0	0	2	0	**1**	3	**804**
04:30 PM	2	3	326	**3**	334	1	0	**431**	4	**436**	0	0	0	0	0	0	**5**	0	0	**5**	775
04:45 PM	5	5	356	1	367	**4**	1	406	**6**	417	0	0	0	0	0	0	2	0	1	3	787
Total Volume	14	23	1400	7	1444	6	2	1623	16	1647	0	2	0	0	2	0	11	0	2	13	3106
% App. Total	1	1.6	97	0.5		0.4	0.1	98.5	1		0	100	0	0		0	84.6	0	15.4		
PHF	.583	.719	.893	.583	.898	.375	.500	.941	.667	.944	.000	.250	.000	.000	.250	.000	.550	.000	.500	.650	.966
Autos	14	23	1400	7	1444	6	2	1614	16	1638	0	2	0	0	2	0	10	0	2	12	3096
% Autos	100	100	100	100	100	100	100	99.4	100	99.5	0	100	0	0	100	0	90.9	0	100	92.3	99.7
Heavy Vehicles	0	0	0	0	0	0	0	9	0	9	0	0	0	0	0	0	1	0	0	1	10
% Heavy Vehicles	0	0	0	0	0	0	0	0.6	0	0.5	0	0	0	0	0	0	9.1	0	0	7.7	0.3

CTS Engineering, Inc.

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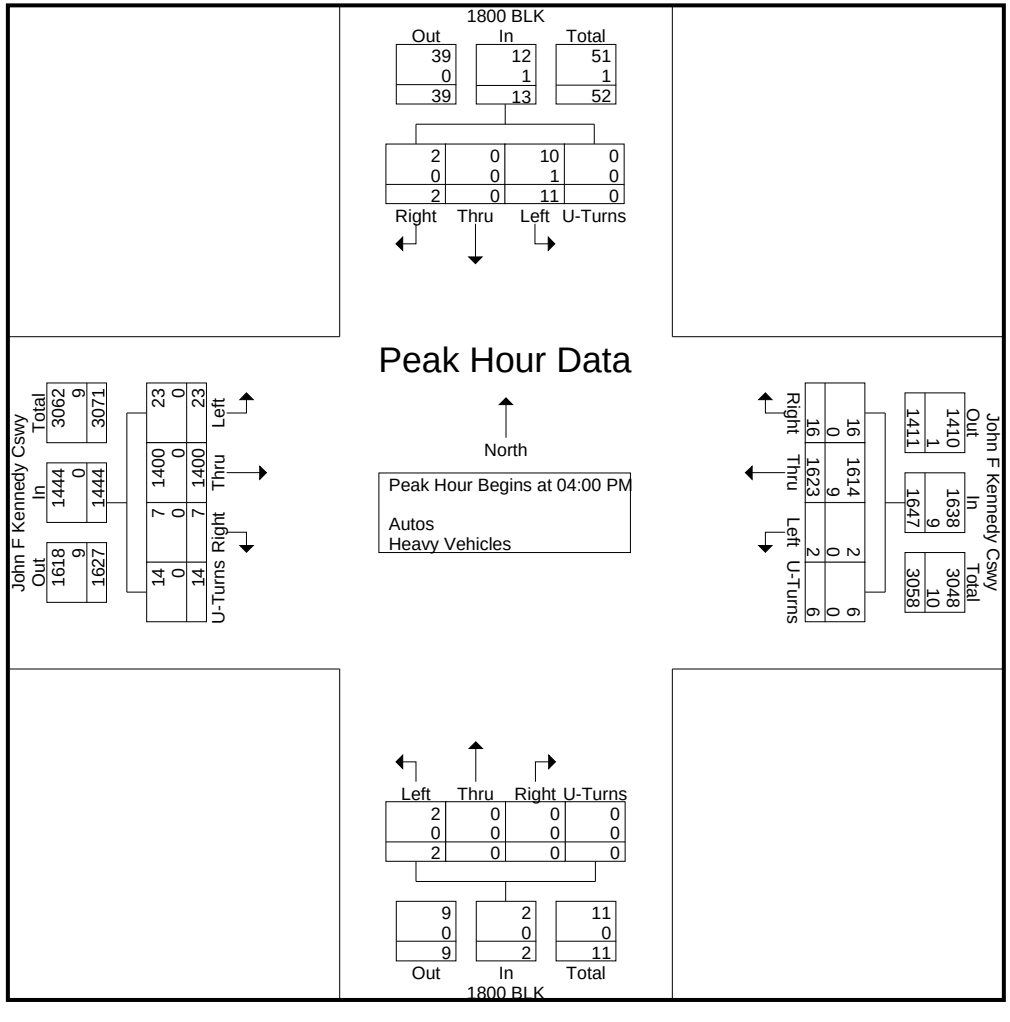
Client: FDOT District 6
Project: North Village Bridge Study
Location: 1800 Block and JFK Cswy
County: Miami-Dade

File Name : 7-1800 Block & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 9



CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: 1800 Block and JFK Cswy
County: Miami-Dade

File Name : 7-1800 Block & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 1

Groups Printed- Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
07:15 AM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
07:30 AM	0	0	1	0	1	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	3
07:45 AM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	2	0	2	0	0	5	0	5	0	0	0	0	0	0	0	0	0	0	7
08:00 AM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
08:15 AM	0	0	1	0	1	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	3
*** BREAK ***																					
08:45 AM	0	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	3
Total	0	0	1	0	1	0	0	6	0	6	0	0	0	0	0	0	0	0	0	0	7
09:00 AM	0	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	3
*** BREAK ***																					
09:45 AM	0	0	2	0	2	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	6
Total	0	0	2	0	2	0	0	7	0	7	0	0	0	0	0	0	0	0	0	0	9
*** BREAK ***																					
11:00 AM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
11:15 AM	0	0	1	0	1	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	5
*** BREAK ***																					
11:45 AM	0	0	0	0	0	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	4
Total	0	0	1	0	1	0	0	9	0	9	0	0	0	0	0	0	0	0	0	0	10
12:00 PM	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	2
12:15 PM	0	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	3
12:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
12:45 PM	0	0	1	0	1	0	1	3	0	4	0	0	0	0	0	0	0	0	0	0	5
Total	0	0	1	0	1	0	1	9	0	10	0	0	0	0	0	0	0	0	0	0	11

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: 1800 Block and JFK Cswy
County: Miami-Dade

File Name : 7-1800 Block & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 2

Groups Printed- Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
*** BREAK ***																					
04:00 PM	0	0	0	0	0	0	0	5	0	5	0	0	0	0	0	0	0	0	0	0	5
04:15 PM	0	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	3
04:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	1	0	0	1	2
*** BREAK ***																					
Total	0	0	0	0	0	0	0	9	0	9	0	0	0	0	0	0	1	0	0	1	10
*** BREAK ***																					
Grand Total	0	0	7	0	7	0	1	45	0	46	0	0	0	0	0	0	1	0	0	1	54
Apprch %	0	0	100	0		0	2.2	97.8	0		0	0	0	0		0	100	0	0		
Total %	0	0	13	0	13	0	1.9	83.3	0	85.2	0	0	0	0	0	0	1.9	0	0	1.9	

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: 1800 Block and JFK Cswy
County: Miami-Dade

File Name : 7-1800 Block & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 1

Groups Printed- Peds & Bikes

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Int. Total
*** BREAK ***																					
08:00 AM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
*** BREAK ***																					
Total	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
*** BREAK ***																					
11:30 AM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
11:45 AM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
*** BREAK ***																					
12:30 PM	0	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
*** BREAK ***																					
Total	0	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
*** BREAK ***																					
04:45 PM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
*** BREAK ***																					
06:45 PM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Grand Total	0	0	0	0	0	7	0	0	0	7	0	0	0	0	0	0	0	0	0	0	7
Apprch %	0	0	0	0		100	0	0	0		0	0	0	0		0	0	0	0		
Total %	0	0	0	0	0	100	0	0	0	100	0	0	0	0	0	0	0	0	0	0	

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: E.Treasure Dr and JFK Cswy
County: Miami-Dade

File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 1

Groups Printed- Autos - Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
07:00 AM	4	0	152	8	164	0	6	167	1	174	0	27	0	12	39	0	0	0	0	0	377
07:15 AM	0	2	181	14	197	0	7	206	0	213	0	17	0	14	31	0	0	0	0	0	441
07:30 AM	1	0	265	16	282	0	11	251	1	263	0	31	0	23	54	0	0	0	0	0	599
07:45 AM	0	1	281	13	295	0	16	253	2	271	0	38	1	30	69	0	1	1	0	2	637
Total	5	3	879	51	938	0	40	877	4	921	0	113	1	79	193	0	1	1	0	2	2054
08:00 AM	1	2	309	16	328	0	24	257	0	281	0	35	0	42	77	0	0	1	0	1	687
08:15 AM	0	0	371	37	408	0	24	260	3	287	0	40	1	37	78	0	2	2	0	4	777
08:30 AM	1	3	352	21	377	0	28	261	1	290	0	50	0	46	96	0	0	1	0	1	764
08:45 AM	1	4	304	20	329	0	15	242	0	257	0	44	0	32	76	0	1	0	0	1	663
Total	3	9	1336	94	1442	0	91	1020	4	1115	0	169	1	157	327	0	3	4	0	7	2891
09:00 AM	1	6	281	23	311	0	10	274	0	284	0	19	0	33	52	0	0	0	0	0	647
09:15 AM	1	5	278	8	292	1	12	269	2	284	0	36	0	26	62	0	0	0	1	1	639
09:30 AM	0	5	239	16	260	0	9	234	4	247	0	26	0	18	44	0	2	0	1	3	554
09:45 AM	2	7	223	14	246	0	12	239	2	253	0	23	0	29	52	0	1	0	0	1	552
Total	4	23	1021	61	1109	1	43	1016	8	1068	0	104	0	106	210	0	3	0	2	5	2392
*** BREAK ***																					
11:00 AM	1	1	249	19	270	0	20	279	1	300	0	34	1	25	60	0	0	0	0	0	630
11:15 AM	2	1	197	20	220	2	16	252	1	271	0	25	0	29	54	0	0	0	0	0	545
11:30 AM	1	2	159	16	178	0	12	233	3	248	0	24	0	22	46	0	1	0	0	1	473
11:45 AM	1	3	294	24	322	0	13	225	1	239	0	22	0	18	40	0	0	0	0	0	601
Total	5	7	899	79	990	2	61	989	6	1058	0	105	1	94	200	0	1	0	0	1	2249
12:00 PM	3	0	241	20	264	0	16	289	2	307	0	28	0	18	46	0	0	0	0	0	617
12:15 PM	2	2	245	29	278	0	17	252	1	270	0	40	1	20	61	0	3	0	0	3	612
12:30 PM	0	1	250	18	269	0	21	248	1	270	0	23	0	19	42	0	0	0	0	0	581
12:45 PM	1	2	292	30	325	1	17	268	2	288	0	23	0	30	53	0	0	0	0	0	666
Total	6	5	1028	97	1136	1	71	1057	6	1135	0	114	1	87	202	0	3	0	0	3	2476

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: E.Treasure Dr and JFK Cswy
County: Miami-Dade

File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 2

Groups Printed- Autos - Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
*** BREAK ***																					
04:00 PM	1	1	304	25	331	2	23	358	1	384	0	25	1	20	46	0	1	0	0	1	762
04:15 PM	20	3	351	38	412	0	31	351	1	383	0	24	0	22	46	0	1	0	0	1	842
04:30 PM	9	3	302	25	339	0	30	374	0	404	0	34	0	21	55	0	0	0	0	0	798
04:45 PM	18	3	315	31	367	0	27	379	5	411	0	33	0	22	55	0	1	0	0	1	834
Total	48	10	1272	119	1449	2	111	1462	7	1582	0	116	1	85	202	0	3	0	0	3	3236
05:00 PM	3	6	310	27	346	1	33	385	3	422	0	25	0	20	45	0	1	0	0	1	814
05:15 PM	2	1	312	38	353	1	32	369	1	403	0	28	0	21	49	0	0	0	0	0	805
05:30 PM	5	4	309	38	356	0	21	369	1	391	0	20	0	23	43	0	0	0	0	0	790
05:45 PM	3	8	291	42	344	0	31	389	0	420	0	33	0	25	58	0	2	0	0	2	824
Total	13	19	1222	145	1399	2	117	1512	5	1636	0	106	0	89	195	0	3	0	0	3	3233
06:00 PM	4	5	303	37	349	0	27	289	3	319	0	23	0	18	41	0	0	0	0	0	709
06:15 PM	1	7	312	24	344	0	38	335	3	376	0	32	0	17	49	0	2	0	0	2	771
06:30 PM	2	6	296	41	345	2	38	263	3	306	0	27	0	25	52	0	2	0	0	2	705
06:45 PM	1	3	279	51	334	0	29	257	3	289	0	32	1	25	58	0	1	0	0	1	682
Total	8	21	1190	153	1372	2	132	1144	12	1290	0	114	1	85	200	0	5	0	0	5	2867
Grand Total	92	97	8847	799	9835	10	666	9077	52	9805	0	941	6	782	1729	0	22	5	2	29	21398
Apprch %	0.9	1	90	8.1		0.1	6.8	92.6	0.5		0	54.4	0.3	45.2		0	75.9	17.2	6.9		
Total %	0.4	0.5	41.3	3.7	46	0	3.1	42.4	0.2	45.8	0	4.4	0	3.7	8.1	0	0.1	0	0	0.1	
Autos	92	96	8587	789	9564	10	658	8850	51	9569	0	935	6	773	1714	0	22	5	2	29	20876
% Autos	100	99	97.1	98.7	97.2	100	98.8	97.5	98.1	97.6	0	99.4	100	98.8	99.1	0	100	100	100	100	97.6
Heavy Vehicles	0	1	260	10	271	0	8	227	1	236	0	6	0	9	15	0	0	0	0	0	522
% Heavy Vehicles	0	1	2.9	1.3	2.8	0	1.2	2.5	1.9	2.4	0	0.6	0	1.2	0.9	0	0	0	0	0	2.4

CTS Engineering, Inc.

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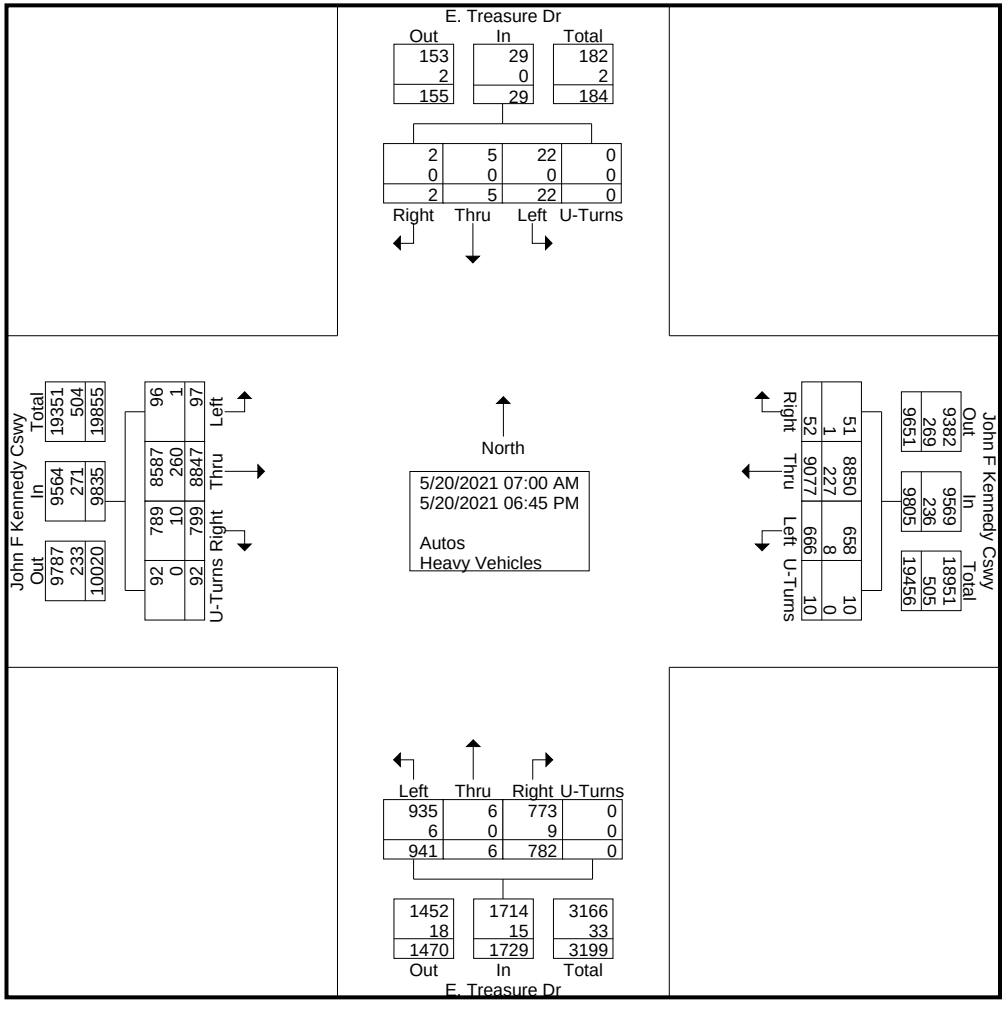
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: E.Treasure Dr and JFK Cswy
County: Miami-Dade

File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 3



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Location: E.Treasure Dr and JFK Cswy
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File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 4

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 08:00 AM																					
08:00 AM	**1**	2	309	16	328	0	24	257	0	281	0	35	0	42	77	0	0	1	0	1	687
08:15 AM	0	0	**371**	**37**	**408**	0	24	260	**3**	287	0	40	**1**	37	78	0	**2**	**2**	0	**4**	**777**
08:30 AM	1	3	352	21	377	0	**28**	**261**	1	**290**	0	**50**	0	**46**	**96**	0	0	1	0	1	764
08:45 AM	1	**4**	304	20	329	0	15	242	0	257	0	44	0	32	76	0	1	0	0	1	663
Total Volume	3	9	1336	94	1442	0	91	1020	4	1115	0	169	1	157	327	0	3	4	0	7	2891
% App. Total	0.2	0.6	92.6	6.5		0	8.2	91.5	0.4		0	51.7	0.3	48		0	42.9	57.1	0		
PHF	.750	.563	.900	.635	.884	.000	.813	.977	.333	.961	.000	.845	.250	.853	.852	.000	.375	.500	.000	.438	.930
Autos	3	9	1285	92	1389	0	91	1002	4	1097	0	168	1	155	324	0	3	4	0	7	2817
% Autos	100	100	96.2	97.9	96.3	0	100	98.2	100	98.4	0	99.4	100	98.7	99.1	0	100	100	0	100	97.4
Heavy Vehicles	0	0	51	2	53	0	0	18	0	18	0	1	0	2	3	0	0	0	0	0	74
% Heavy Vehicles	0	0	3.8	2.1	3.7	0	0	1.8	0	1.6	0	0.6	0	1.3	0.9	0	0	0	0	0	2.6

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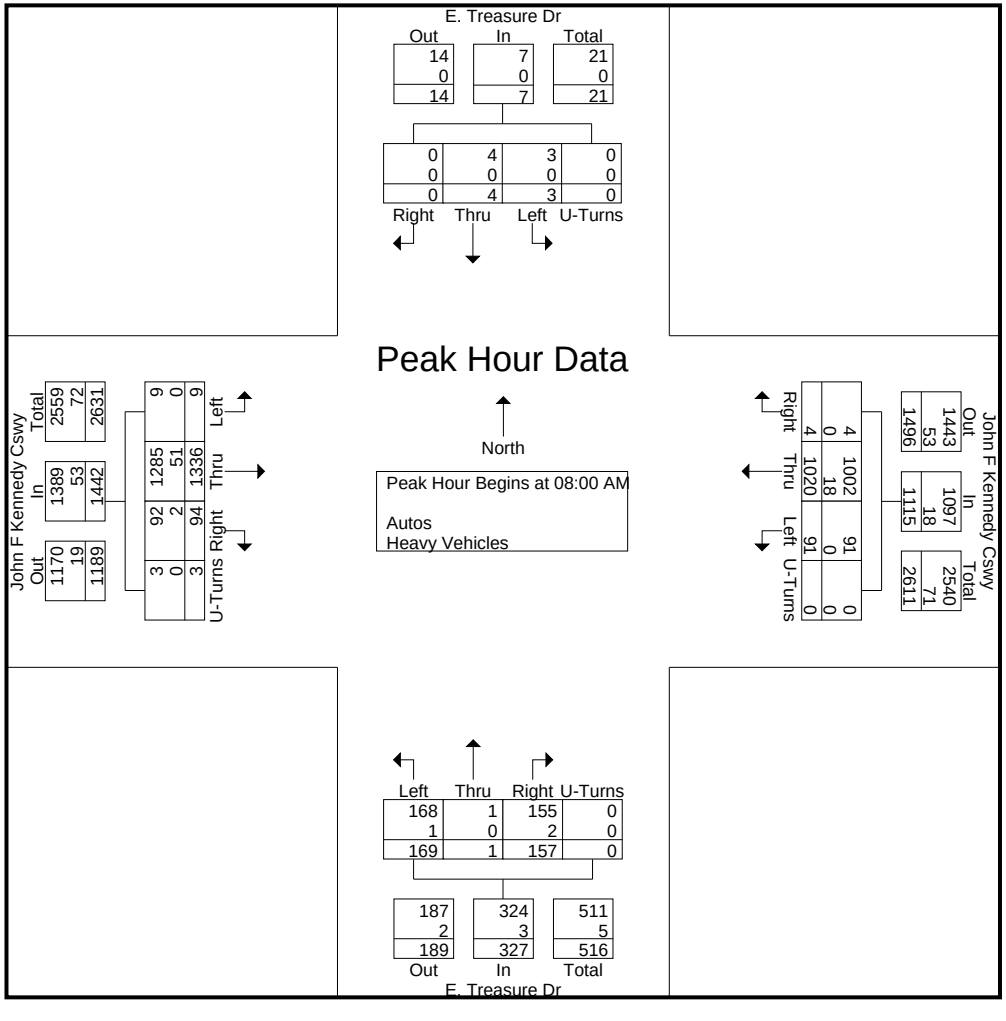
File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 5



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Client: FDOT District 6
Project: North Village Bridge Study
Location: E.Treasure Dr and JFK Cswy
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File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 6

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 12:00 PM																					
12:00 PM	**3**	0	241	20	264	0	16	**289**	**2**	**307**	0	28	0	18	46	0	0	0	0	0	617
12:15 PM	2	**2**	245	29	278	0	17	252	1	270	0	**40**	**1**	20	**61**	0	**3**	0	0	**3**	612
12:30 PM	0	1	250	18	269	0	**21**	248	1	270	0	23	0	19	42	0	0	0	0	0	581
12:45 PM	1	2	**292**	**30**	**325**	**1**	17	268	2	288	0	23	0	**30**	53	0	0	0	0	0	**666**
Total Volume	6	5	1028	97	1136	1	71	1057	6	1135	0	114	1	87	202	0	3	0	0	3	2476
% App. Total	0.5	0.4	90.5	8.5		0.1	6.3	93.1	0.5		0	56.4	0.5	43.1		0	100	0	0		
PHF	.500	.625	.880	.808	.874	.250	.845	.914	.750	.924	.000	.713	.250	.725	.828	.000	.250	.000	.000	.250	.929
Autos	6	5	992	96	1099	1	68	1018	6	1093	0	114	1	86	201	0	3	0	0	3	2396
% Autos	100	100	96.5	99.0	96.7	100	95.8	96.3	100	96.3	0	100	100	98.9	99.5	0	100	0	0	100	96.8
Heavy Vehicles	0	0	36	1	37	0	3	39	0	42	0	0	0	1	1	0	0	0	0	0	80
% Heavy Vehicles	0	0	3.5	1.0	3.3	0	4.2	3.7	0	3.7	0	0	0	1.1	0.5	0	0	0	0	0	3.2

CTS Engineering, Inc.

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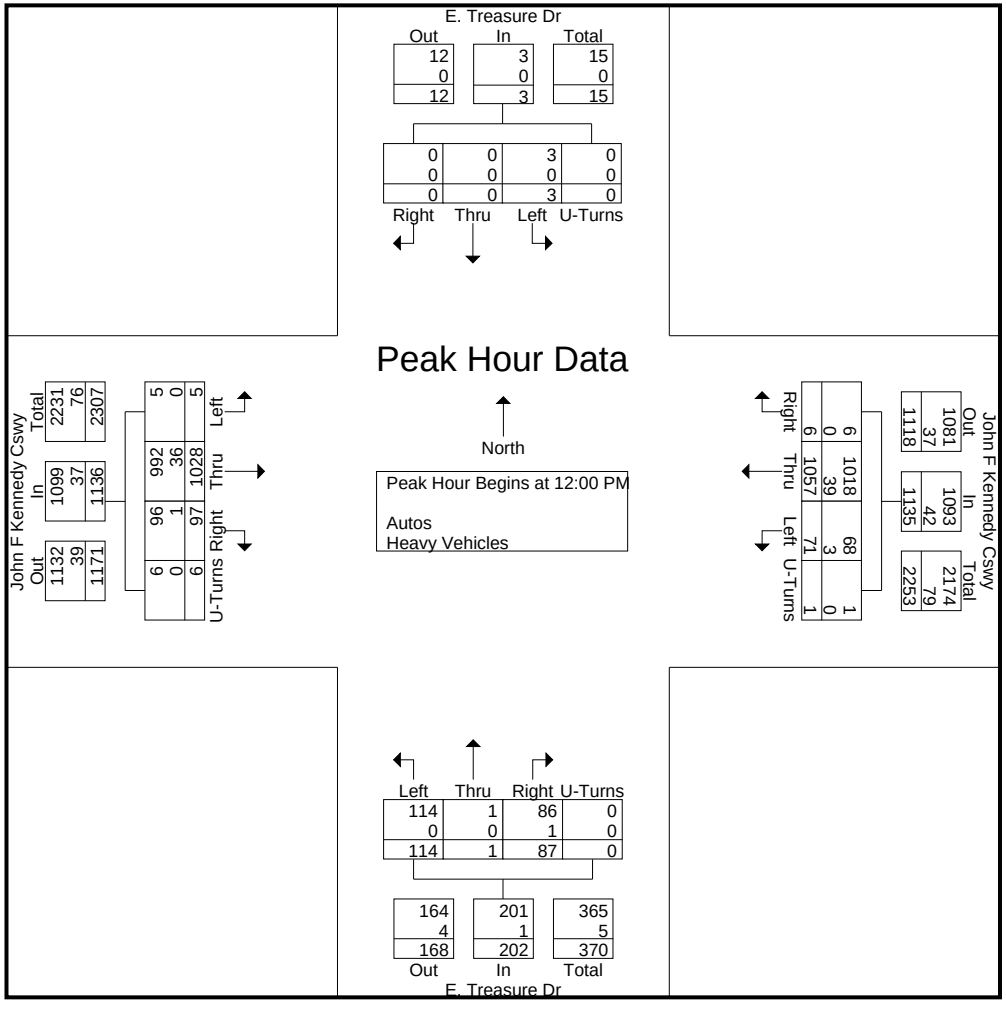
File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 7



CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: E.Treasure Dr and JFK Cswy
County: Miami-Dade

File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 8

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 06:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	**20**	3	**351**	**38**	**412**	0	31	351	1	383	0	24	0	**22**	46	0	**1**	0	0	**1**	**842**
04:30 PM	9	3	302	25	339	0	30	374	0	404	0	**34**	0	21	**55**	0	0	0	0	0	798
04:45 PM	18	3	315	31	367	0	27	379	**5**	411	0	33	0	22	55	0	1	0	0	1	834
05:00 PM	3	**6**	310	27	346	**1**	**33**	**385**	3	**422**	0	25	0	20	45	0	1	0	0	1	814
Total Volume	50	15	1278	121	1464	1	121	1489	9	1620	0	116	0	85	201	0	3	0	0	3	3288
% App. Total	3.4	1	87.3	8.3		0.1	7.5	91.9	0.6		0	57.7	0	42.3		0	100	0	0		
PHF	.625	.625	.910	.796	.888	.250	.917	.967	.450	.960	.000	.853	.000	.966	.914	.000	.750	.000	.000	.750	.976
Autos	50	15	1260	121	1446	1	119	1446	9	1575	0	116	0	84	200	0	3	0	0	3	3224
% Autos	100	100	98.6	100	98.8	100	98.3	97.1	100	97.2	0	100	0	98.8	99.5	0	100	0	0	100	98.1
Heavy Vehicles	0	0	18	0	18	0	2	43	0	45	0	0	0	1	1	0	0	0	0	0	64
% Heavy Vehicles	0	0	1.4	0	1.2	0	1.7	2.9	0	2.8	0	0	0	1.2	0.5	0	0	0	0	0	1.9

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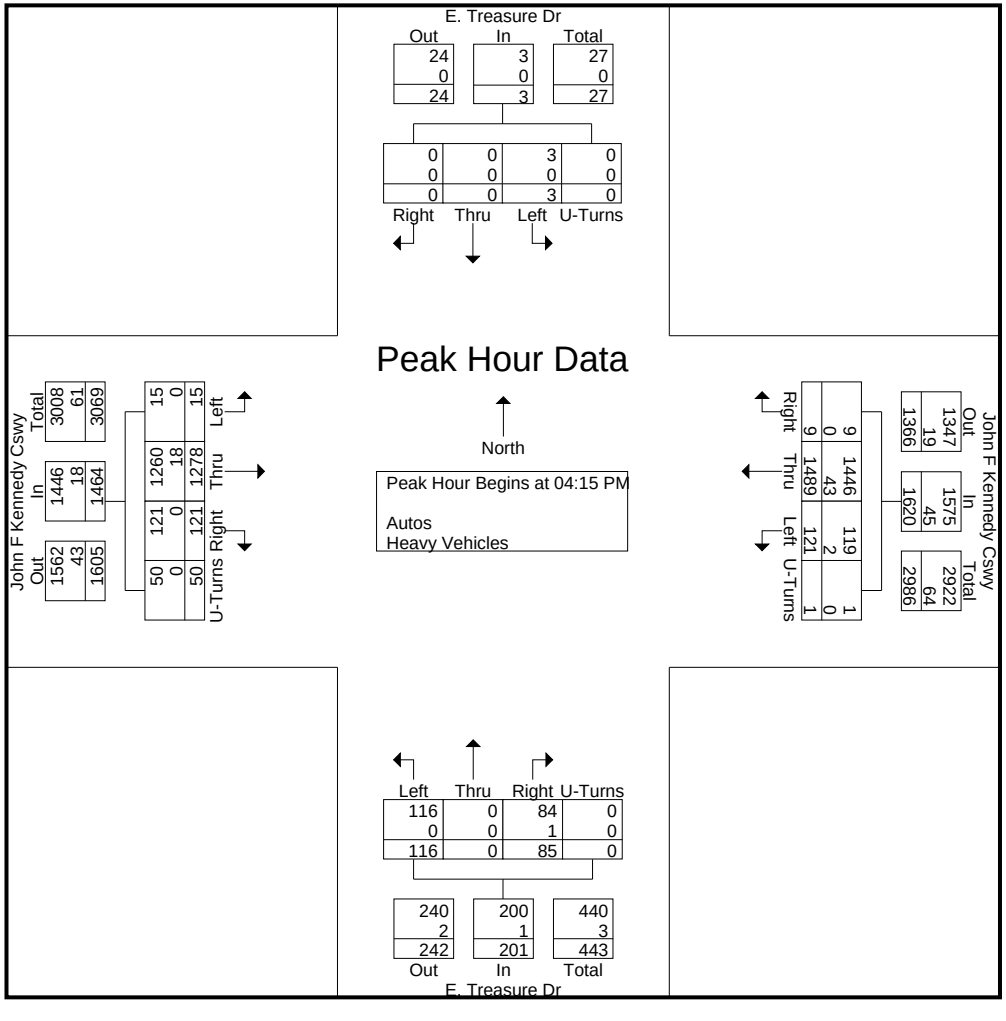
Site Code : 00000000
Start Date : 5/20/2021
Page No : 9



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Site Code : 00000000
Start Date : 5/20/2021
Page No : 1

Groups Printed- Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	11	0	11	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	12
07:15 AM	0	0	7	0	7	0	0	3	0	3	0	1	0	0	1	0	0	0	0	0	11
07:30 AM	0	0	13	0	13	0	0	8	0	8	0	1	0	1	2	0	0	0	0	0	23
07:45 AM	0	0	15	0	15	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	17
Total	0	0	46	0	46	0	0	14	0	14	0	2	0	1	3	0	0	0	0	0	63
08:00 AM	0	0	16	1	17	0	0	7	0	7	0	0	0	1	1	0	0	0	0	0	25
08:15 AM	0	0	13	0	13	0	0	4	0	4	0	0	0	1	1	0	0	0	0	0	18
08:30 AM	0	0	11	1	12	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	15
08:45 AM	0	0	11	0	11	0	0	4	0	4	0	1	0	0	1	0	0	0	0	0	16
Total	0	0	51	2	53	0	0	18	0	18	0	1	0	2	3	0	0	0	0	0	74
09:00 AM	0	0	5	1	6	0	0	13	0	13	0	0	0	0	0	0	0	0	0	0	19
09:15 AM	0	0	13	0	13	0	1	9	0	10	0	0	0	1	1	0	0	0	0	0	24
09:30 AM	0	0	14	0	14	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	18
09:45 AM	0	1	11	0	12	0	0	7	0	7	0	0	0	0	0	0	0	0	0	0	19
Total	0	1	43	1	45	0	1	33	0	34	0	0	0	1	1	0	0	0	0	0	80
*** BREAK ***																					
11:00 AM	0	0	10	0	10	0	2	13	0	15	0	1	0	0	1	0	0	0	0	0	26
11:15 AM	0	0	14	2	16	0	0	7	0	7	0	0	0	2	2	0	0	0	0	0	25
11:30 AM	0	0	8	1	9	0	0	7	0	7	0	0	0	0	0	0	0	0	0	0	16
11:45 AM	0	0	11	1	12	0	0	9	0	9	0	0	0	0	0	0	0	0	0	0	21
Total	0	0	43	4	47	0	2	36	0	38	0	1	0	2	3	0	0	0	0	0	88
12:00 PM	0	0	3	0	3	0	0	9	0	9	0	0	0	0	0	0	0	0	0	0	12
12:15 PM	0	0	11	0	11	0	0	12	0	12	0	0	0	1	1	0	0	0	0	0	24
12:30 PM	0	0	13	1	14	0	2	11	0	13	0	0	0	0	0	0	0	0	0	0	27
12:45 PM	0	0	9	0	9	0	1	7	0	8	0	0	0	0	0	0	0	0	0	0	17
Total	0	0	36	1	37	0	3	39	0	42	0	0	0	1	1	0	0	0	0	0	80

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Site Code : 00000000
Start Date : 5/20/2021
Page No : 2

Groups Printed- Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
*** BREAK ***																					
04:00 PM	0	0	4	1	5	0	0	6	0	6	0	0	0	1	1	0	0	0	0	0	12
04:15 PM	0	0	6	0	6	0	2	12	0	14	0	0	0	0	0	0	0	0	0	0	20
04:30 PM	0	0	4	0	4	0	0	16	0	16	0	0	0	0	0	0	0	0	0	0	20
04:45 PM	0	0	5	0	5	0	0	8	0	8	0	0	0	0	0	0	0	0	0	0	13
Total	0	0	19	1	20	0	2	42	0	44	0	0	0	1	1	0	0	0	0	0	65
05:00 PM	0	0	3	0	3	0	0	7	0	7	0	0	0	1	1	0	0	0	0	0	11
05:15 PM	0	0	2	0	2	0	0	6	0	6	0	0	0	0	0	0	0	0	0	0	8
05:30 PM	0	0	2	0	2	0	0	6	0	6	0	1	0	0	1	0	0	0	0	0	9
05:45 PM	0	0	3	0	3	0	0	8	0	8	0	0	0	0	0	0	0	0	0	0	11
Total	0	0	10	0	10	0	0	27	0	27	0	1	0	1	2	0	0	0	0	0	39
06:00 PM	0	0	3	0	3	0	0	3	1	4	0	0	0	0	0	0	0	0	0	0	7
06:15 PM	0	0	3	0	3	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	4
06:30 PM	0	0	5	1	6	0	0	9	0	9	0	0	0	0	0	0	0	0	0	0	15
06:45 PM	0	0	1	0	1	0	0	5	0	5	0	1	0	0	1	0	0	0	0	0	7
Total	0	0	12	1	13	0	0	18	1	19	0	1	0	0	1	0	0	0	0	0	33
Grand Total	0	1	260	10	271	0	8	227	1	236	0	6	0	9	15	0	0	0	0	0	522
Apprch %	0	0.4	95.9	3.7		0	3.4	96.2	0.4		0	40	0	60		0	0	0	0		
Total %	0	0.2	49.8	1.9	51.9	0	1.5	43.5	0.2	45.2	0	1.1	0	1.7	2.9	0	0	0	0	0	

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Start Date : 5/20/2021
Page No : 1

Groups Printed- Peds & Bikes

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Int. Total
07:00 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	1	2	0	0	0	0	0	2
07:15 AM	1	0	0	0	1	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
07:30 AM	6	0	0	0	6	0	0	0	0	0	3	0	0	0	3	0	0	0	0	0	9
07:45 AM	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
Total	10	0	0	0	10	0	0	0	0	0	4	0	0	2	6	0	0	0	0	0	16
08:00 AM	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
08:15 AM	8	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
08:30 AM	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
08:45 AM	6	0	0	0	6	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	9
Total	20	0	0	0	20	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	23
09:00 AM	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
09:15 AM	1	0	0	0	1	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
09:30 AM	2	0	0	0	2	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	3
09:45 AM	4	0	0	0	4	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	5
Total	9	0	0	0	9	0	0	0	0	0	1	0	0	2	3	0	0	0	0	0	12
*** BREAK ***																					
11:00 AM	2	0	0	0	2	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	4
11:15 AM	3	0	0	0	3	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	5
11:30 AM	4	0	0	0	4	0	0	0	0	0	1	0	0	1	2	0	0	0	0	0	6
11:45 AM	4	0	0	0	4	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	5
Total	13	0	0	0	13	0	0	0	1	1	1	0	0	5	6	0	0	0	0	0	20
12:00 PM	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
12:30 PM	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
12:45 PM	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
Total	8	0	0	0	8	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	9

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Groups Printed- Peds & Bikes

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Int. Total
*** BREAK ***																					
04:00 PM	11	0	0	0	11	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	12
04:15 PM	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:30 PM	5	0	0	0	5	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	8
04:45 PM	3	0	0	0	3	0	0	0	0	0	1	0	0	1	2	0	0	0	0	0	5
Total	20	0	0	0	20	0	0	0	0	0	1	0	0	5	6	0	0	0	0	0	26
05:00 PM	1	0	0	0	1	0	0	0	0	0	1	0	0	1	2	0	0	0	0	0	3
05:15 PM	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
05:30 PM	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
05:45 PM	8	0	0	0	8	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	9
Total	14	0	0	0	14	0	0	0	0	0	1	0	0	2	3	0	0	0	0	0	17
06:00 PM	2	0	0	0	2	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	4
06:15 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
06:30 PM	2	0	0	0	2	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	4
06:45 PM	5	0	0	0	5	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	8
Total	9	0	0	1	10	0	0	0	0	0	0	0	0	7	7	0	0	0	0	0	17
Grand Total	103	0	0	1	104	0	0	0	1	1	8	0	0	27	35	0	0	0	0	0	140
Apprch %	99	0	0	1		0	0	0	100		22.9	0	0	77.1		0	0	0	0		
Total %	73.6	0	0	0.7	74.3	0	0	0	0.7	0.7	5.7	0	0	19.3	25	0	0	0	0	0	

Signal Timings

TOD Schedule Report

for 3016: J. F. Kennedy Blvd&Treasure Dr E

Print Date: 10/4/2021

Print Time: 3:59 PM

Asset	Intersection	TOD Schedule	Op Mode	Plan #	Cycle	Offset	TOD Setting	Active PhaseBank	Active Maximum
3016	J. F. Kennedy Blvd&Treasure Dr E	DOW-2	TOD	N/A	0	0	N/A	0	Max 0

Splits

PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8
EBL	WBT	SBT	NBT	WBL	EBT	-	-
0	0	0	0	0	0	0	0

Active Phase Bank: Phase Bank 1

Phase	Walk Phase Bank 1 2 3	Don't Walk 1 2 3	Min Initial 1 2 3	Veh Ext 1 2 3	Max Limit 1 2 3	Max 2 1 2 3	Yellow	Red
1 EBL	0 - 0 - 0	0 - 0 - 0	5 - 5 - 5	2 - 2 - 2	5 - 5 - 5	14 - 12 - 12	3.7	2.5
2 WBT	4 - 4 - 4	19 - 19 - 19	7 - 7 - 7	1 - 1 - 1	40 - 40 - 40	0 - 40 - 40	4	2.5
3 SBT	4 - 4 - 4	36 - 36 - 36	7 - 7 - 7	2.5 - 2.5 - 2.5	7 - 7 - 7	40 - 10 - 12	4	3
4 NBT	0 - 0 - 0	0 - 0 - 0	7 - 7 - 7	3 - 2.5 - 2.5	7 - 7 - 7	20 - 12 - 16	4	3.1
5 WBL	0 - 0 - 0	0 - 0 - 0	5 - 5 - 5	2 - 2 - 2	5 - 5 - 5	14 - 10 - 12	3.7	2.5
6 EBT	4 - 4 - 4	19 - 19 - 19	7 - 7 - 7	1 - 1 - 1	40 - 40 - 40	0 - 40 - 40	4	2.5
7 -	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0	0
8 -	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0	0

Last In Service Date: unknown

Permitted Phases

	12345678
Default	123456--
External Permit 0	-234-6--
External Permit 1	-234-6--
External Permit 2	-234-6--

TOD Schedule Report

for 3016: J. F. Kennedy Blvd&Treasure Dr E

Print Date: 10/4/2021

Print Time: 3:59 PM

Current TOD Schedule	Plan	Cycle	Green Time 1 EBL	2 WBT	3 SBT	4 NBT	5 WBL	6 EBT	7 -	8 -	Ring Offset	Offset
	1	120	9	39	34	12	9	39	0	0	0	19
	2	120	8	31	41	14	8	31	0	0	0	106
	3	120	9	35	38	12	9	35	0	0	0	27
	4	150	10	54	41	19	10	54	0	0	0	106
	5	120	9	39	34	12	9	39	0	0	0	29
	6	120	9	39	34	12	9	39	0	0	0	19
	8	150	14	50	41	19	14	50	0	0	0	106
	9	150	11	53	41	19	11	53	0	0	0	146
	11	140	9	50	41	14	9	50	0	0	0	5
	12	110	9	25	38	12	9	25	0	0	0	10
	15	130	8	50	38	8	8	50	0	0	0	48

Local TOD Schedule

Time	Plan	DOW
0000	Free	Su M T W Th F S
0600	4	M T W Th F
0800	4	Su S
1330	8	M T W Th F
1530	9	M T W Th F
2000	11	Su S
2200	11	M T W Th F

Current Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

Local Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

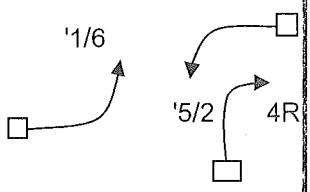
*** Settings**

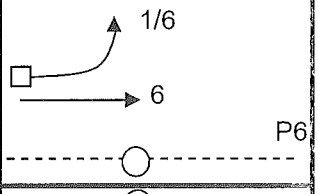
Blank - FREE - Phase Bank 1, Max 1
Blank - Plan - Phase Bank 1, Max 2
1 - Phase Bank 2, Max 1
2 - Phase Bank 2, Max 2
3 - Phase Bank 3, Max 1
4 - Phase Bank 3, Max 2
5 - EXTERNAL PERMIT 1
6 - EXTERNAL PERMIT 2
7 - X-PED OMIT
8 - TBA

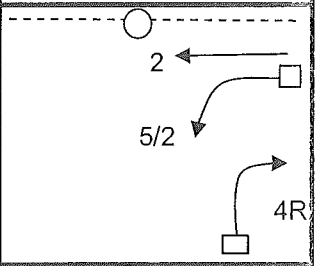
No Calendar Defined/Enabled

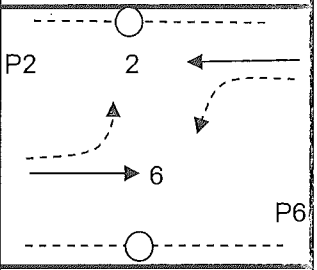
SIGNAL OPERATING PLAN

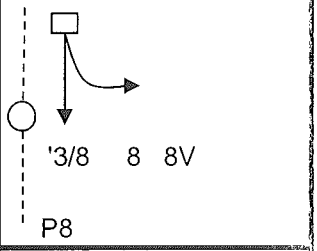
	Direction	EB		WB		SB			NB		Ped Heads				N
Timing Phases	Head No.	1/6	6	5/2	2	3/8	8	8V	7/4	4R	P2	P6		P8	Movements/Display/Actuation
(1+5)	Dwell	<G/R	R	<G/R	R	R	R	R	R	R/G>	DW	DW		DW	
E/WLT	clear to 1+6	<G/R	R	<Y/R	R	R	R	R	R	R/Y>	DW	DW		DW	
	clear to 2+5	<Y/R	R	<G/R	R	R	R	R	R	R/G>	DW	DW		DW	
JFK BLVD	clear to 2+6	<Y/R	R	<Y/R	R	R	R	R	R	R/Y>	DW	DW		DW	
	clear to														
(ACTUATED)	clear to														
(1+6)	Dwell	<G/G	G	G	G	R	R	R	R	R	DW	W/F		DW	
	clear to 2+6	<Y/G	Y	Y	Y	R	R	R	R	R	DW	W/F		DW	
EB	clear to														
	clear to														
JFK BLVD	clear to														
	clear to														
(ACTUATED)	clear to														
(2+5)		R	R	<G/G	G	R	R	R	R	R/G>	W/F	DW		DW	
	clear to 2+6	R	R	<Y/G	G	R	R	R	R	R/Y>	W/F	DW		DW	
WB	clear to														
	clear to														
JFK BLVD	clear to														
	clear to														
(ACTUATED)	clear to														
(2+6)	Dwell	G	G	G	G	R	R	R	R	R	W/F	W/F		DW	
	clear to 3	Y	Y	Y	Y	R	R	R	R	R	DW	DW		DW	
E/WB	clear to 4	Y	Y	Y	Y	R	R	R	R	R	DW	DW		DW	
	clear to														
JFK BLVD	clear to														
	clear to														
(RECALL)	clear to														
3	Dwell	R	R	R	R	<G/G	G	G	R	R	DW	DW		W/F	
	clear to 4	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
SB	clear to 1+5	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
	clear to 1+6	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
TREASURE DR	clear to 2+5	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
	clear to 2+6	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
(ACTUATED)	clear to														
4	Dwell	R	R	R	R	R	R	R	<G/G	G	DW	DW		DW	
	clear to 1+5	R	R	R	R	R	R	R	Y	Y	DW	DW		DW	
NB	clear to 1+6	R	R	R	R	R	R	R	Y	Y	DW	DW		DW	
	clear to 2+5	R	R	R	R	R	R	R	Y	Y	DW	DW		DW	
TREASURE DR	clear to 2+6	R	R	R	R	R	R	R	Y	Y	DW	DW		DW	
	clear to														
(ACTUATED)	clear to														
Flashing Operation		FY	FY	FY	FY	FR	FR	FR	FR	FR					Page 1 of 1

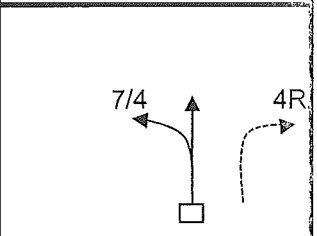








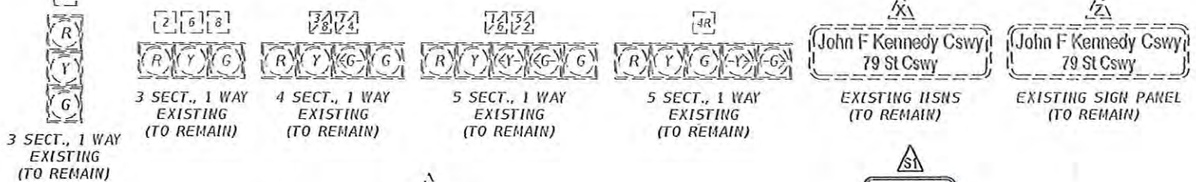




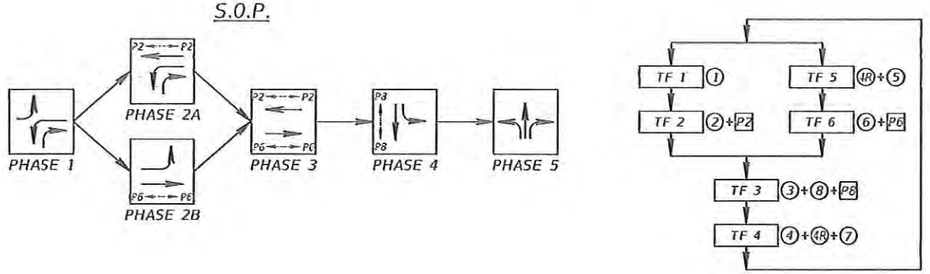
Miami-Dade County Public Works Department

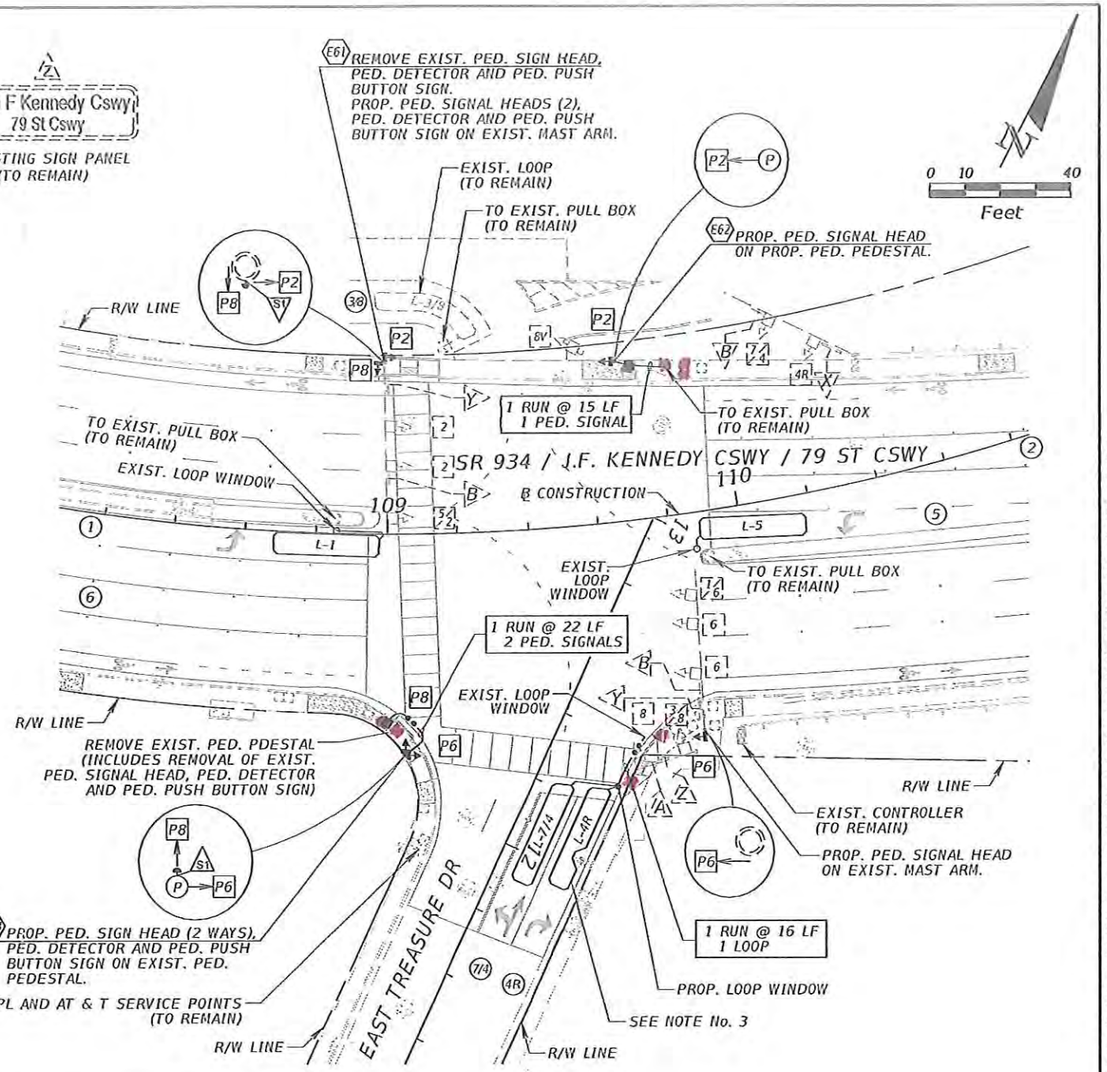
Designed by: WILLIAM RIVERA-PAZ	Date 5/20/2016	J.F. KENNEDY BLVD & TREASURE DR E		
Checked by:	Date	Placed in Service	Phasing No.	Asset Number
		Date 7/19/16 By FSC	11	3016

SIGNAL HEAD AND SIGN DETAILS



S.O.P.





CONTROLLER OPERATIONS:

1. MAJOR STREET: SR 934 / J.F. KENNEDY CSWY
   MINOR STREET: EAST TREASURE DR
2. SIGNAL OPERATING PLAN (SOP) AS SHOWN
3. FLASHING OPERATION: 2 & 6 – YELLOW
   3, 4, 4R & 8 – RED

PROPOSED PEDESTRIAN SIGNALS				
ID	STA	OFFSET	ALUM POLE	PUSH BUTTON
E61	PROP. PED. DETECTOR & SIGN PANEL ON EXIST. PEDESTAL			1
E62	109+70	BACK OF SIDEWALK (LT)	1	
E63	109+05	BACK OF SIDEWALK (RT)	1	1

635-2-11 2 EA
646-1-11 2 EA
665-1-11 2 EA

NOTES:

1. SIGNAL TIMING TO BE PROVIDED BY MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT, TRAFFIC SIGNALS AND SIGNS DIVISION.
2. PEDESTRIAN SIGNAL HEADS TO BE ORIENTED TO THE CENTER OF THE RAMP THEY SERVE.
3. LOOP SHALL BE INSTALLED TO AVOID ANY CONFLICT WITH THE EXISTING UTILITY COVER. PLAN ONLY SHOWS A GRAPHICAL VIEW OF SUCH INSTALL SHAPE.

DETECTORS FOR LOOPS			
LOOP	No. OF LOOPS	No. OF EXIST. LOOPS	No. OF EXIST. DETS.
L-1	1		1
L-4R	1		1
L-7/4	1		1
L-5	1		1
L-3/8		1	1

660-2-101 4 AS

CONTROLLER ITEM		CONDUIT & CABLE ITEMS		REMOVAL ITEMS	
670-5-400	1 AS	630-2-12	56 LF	646-1-60	1 EA
		632-7-2	280 LF	653-1-60	2 EA
				665-1-60	2 EA

Florida Safety Contractors Inc.
Asbuilt
7-25-16

SR 934 / J.F. KENNEDY CSWY AND EAST TREASURE DR
INTERSECTION ID No. 3016

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C H Perez and Associates Consulting Engineers, Inc.
Certificate of Authorization No. 25976
5594 NW 41 Street, Suite 201 | Doral, Florida 33178
Tel. (305) 592-1070 | Fax. (305) 592-1078
Alejandro G. Meitin
Florida P.E. No. 44744
www.p-a.cc agm@p-a.cc

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD No.	COUNTY	FINANCIAL PROJECT ID
934	MIAMI-DADE	431180-1-52-01

SIGNALIZATION PLAN

SHEET No. T-9

mefaura 1/15/2015 11:52:34 AM U:\130352DS01-795thCauseway_AmericanConsulting\431180152O1\signals\plans09.dgn

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

TOD Schedule Report

for 3874: J. F. Kennedy Blvd@1800 Blk

Print Date: 10/4/2021

Print Time: 5:33 PM

Asset	Intersection	TOD Schedule	Op Mode	Plan #	Cycle	Offset	TOD Setting	Active PhaseBank	Active Maximum
3874	J. F. Kennedy Blvd@1800 Blk	DOW-2	TOD	[09] MID-AFT./AFTNOO	150	63	N/A	1	Max 2

Splits

PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8
-	WBT	-	NBT	-	EBT	-	SBT
0	102	0	36	0	102	0	36

Active Phase Bank: Phase Bank 1

Phase	Walk			Don't Walk			Min Initial			Veh Ext			Max Limit			Max 2			Yellow	Red
Phase Bank	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3		
1 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2 WBT	7	7	7	16	16	16	7	7	7	1	1	1	40	50	50	0	0	0	4	2
3 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4 NBT	7	7	7	29	29	29	7	7	7	2.5	2.5	2.5	10	15	15	60	8	10	4	2
5 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6 EBT	7	7	7	16	16	16	7	7	7	1	1	1	40	50	50	0	0	0	4	2
7 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8 SBT	7	7	7	29	29	29	7	7	7	2.5	2.5	2.5	10	15	15	60	8	10	4	2

Last In Service Date: unknown

Permitted Phases

	12345678
Default	-2-4-6-8
External Permit 0	-2-4-6-8
External Permit 1	-2-4-6-8
External Permit 2	-2-4-6-8

TOD Schedule Report

for 3874: J. F. Kennedy Blvd@1800 Blk

Print Date: 10/4/2021

Print Time: 5:33 PM

Current TOD Schedule	Plan	Cycle	Green Time 1 -	2 WBT	3 -	4 NBT	5 -	6 EBT	7 -	8 SBT	Ring Offset	Offset
	1	100	0	52	0	36	0	52	0	36	0	11
	2	110	0	62	0	36	0	62	0	36	0	17
	3	110	0	62	0	36	0	62	0	36	0	51
	4	150	0	114	0	24	0	114	0	24	0	106
	5	100	0	52	0	36	0	52	0	36	0	41
	6	100	0	52	0	36	0	52	0	36	0	36
	8	150	0	102	0	36	0	102	0	36	0	48
	9	150	0	102	0	36	0	102	0	36	0	63
	11	140	0	114	0	14	0	114	0	14	0	5
	12	110	0	62	0	36	0	62	0	36	0	59
	15	130	0	82	0	36	0	82	0	36	0	84

Local TOD Schedule

Time	Plan	DOW
0000	Free	Su M T W Th F S
0600	4	M T W Th F
0800	4	Su S
1330	8	M T W Th F
1530	9	M T W Th F
2000	11	Su S
2200	11	M T W Th F

Current Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

Local Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

*** Settings**

Blank - FREE - Phase Bank 1, Max 1
Blank - Plan - Phase Bank 1, Max 2
1 - Phase Bank 2, Max 1
2 - Phase Bank 2, Max 2
3 - Phase Bank 3, Max 1
4 - Phase Bank 3, Max 2
5 - EXTERNAL PERMIT 1
6 - EXTERNAL PERMIT 2
7 - X-PED OMIT
8 - TBA

No Calendar Defined/Enabled

SIGNAL OPERATING PLAN

N

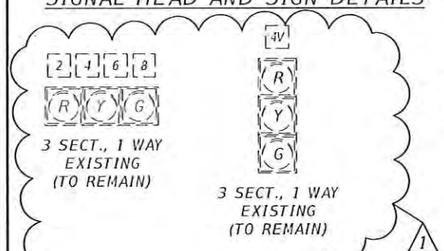
Timing Phases	Direction / Head No.	EB 6	WB 2	SB 8	NB 4	Ped Heads P2	P4	P8	Movements/Display/Actuation
	Dwell								
	start to								
(2+6)	Dwell	G	G	R	R	W/F	DW	DW	
	4+8	Y	Y	R	R	DW	DW	DW	P2 2
E/WB									6
J.F.KENNEDY									
(RECALL)									
	Dwell								
	Clear to								
	Dwell								
	Clear to								
(4+8)	Dwell	R	R	G	G	DW	DW	W/F	W/F
	2+6	R	R	Y	Y	DW	DW	DW	DW
N/SB	Clear to								P4 8 4 P8
1800 BLK									
(ACTUATED)		FY	FY	FR	FR				

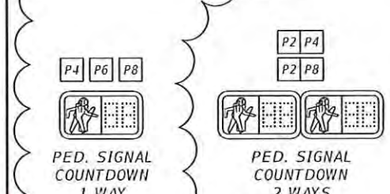
Miami-Dade County Public Works Department

Drawn	Date	
William Rivera-Paz	5/25/2016	J.F. KENNEDY CSWY & 1800 BLK
Checked	Date	Placed in Service: Date 6/27/16 By FSC; Phasing No. 4; Asset Number 3874

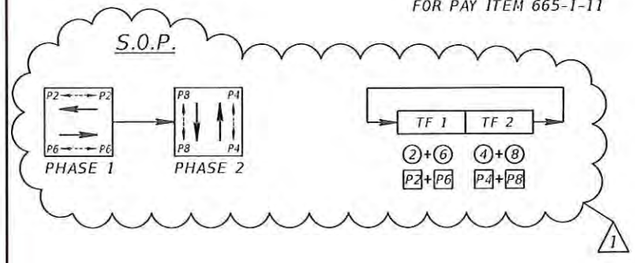
Blank12

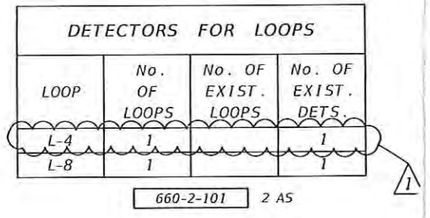
SIGNAL HEAD AND SIGN DETAILS

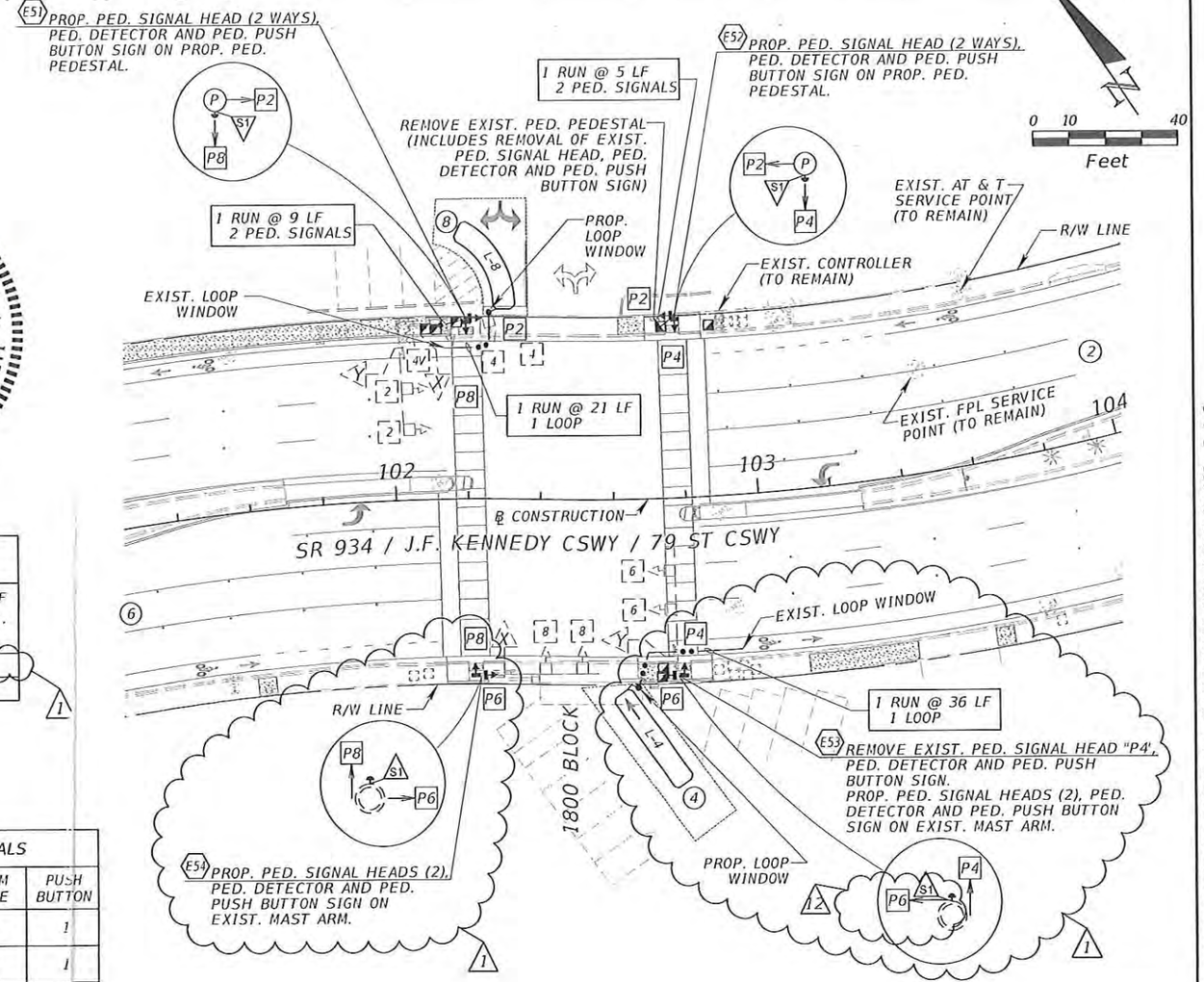




R10-3E (MODIFIED)
9" x 15"
4 EA
INCLUDED IN COST
FOR PAY ITEM 665-1-11







ALEJANDRO G. MEITIN
LICENSE
No. 44744
8/17/2016
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

CONTROLLER OPERATIONS:

1. MAJOR STREET: SR 934 / J.F. KENNEDY CSWY
   MINOR STREET: 1800 BLOCK
2. SIGNAL OPERATING PLAN (SOP) AS SHOWN
3. FLASHING OPERATION: 2 & 6 - YELLOW
   1 4 & 8 - RED

NOTES:

1. SIGNAL TIMING TO BE PROVIDED BY MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT, TRAFFIC SIGNALS AND SIGNS DIVISION.
2. PEDESTRIAN SIGNAL HEADS TO BE ORIENTED TO THE CENTER OF THE RAMP THEY SERVE.

PROPOSED PEDESTRIAN SIGNALS				
ID	STA	OFFSET	ALUM POLE	PUSH BUTTON
E51	102+20	BACK OF SIDEWALK (LT)	1	1
E52	102+79	BACK OF SIDEWALK (LT)	1	1
E53	PROP. PED. DETECTOR & SIGN PANEL ON EXIST. MAST ARM			1
E54	PROP. PED. DETECTOR & SIGN PANEL ON EXIST. MAST ARM			1

635-2-11 2 EA
646-1-11 2 EA
665-1-11 4 EA

PULL BOXES ITEM
635-2-11 5 EA

CONTROLLER ITEM
670-5-400 1 AS

CONDUIT & CABLE ITEMS
630-2-12 74 LF
632-7-2 125 LF

REMOVAL ITEMS
646-1-60 1 EA
653-1-60 1 EA
665-1-60 1 EA

Florida Safety Contractors Inc.
Asbuilt
X 11-11-15

SR 934 / J.F. KENNEDY CSWY AND 1800 BLOCK
INTERSECTION ID No. 3874

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
1-21-16	1 SIGNALIZATION ITEMS HAVE BEEN CHANGED AS SHOWN		
8-17-16	2 REVISED LOCATION OF PED HEAD ON MASTARM UPRIGHT		

C H Perez and Associates
Consulting Engineers, Inc.
Certificate of Authorization No. 25976
9594 NW 41 Street, Suite 201 | Doral, Florida 33178
Tel. (305) 592-1070 | Fax. (305) 592-1078
Alejandro G. Meitin
Florida P.E. No. 44744
www.p-a.cc agm@p-a.cc

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD No.	COUNTY	FINANCIAL PROJECT ID
934	MIAMI-DADE	431180-1-52-01

SIGNALIZATION PLAN

SHEET No. T-8

$USERS $DATES $TIMES $FILES

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

Background Growth

Kansas Goodrum

Subject: FW: [External] Shoma TIS redo recommendation

From: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>
Sent: Tuesday, June 20, 2023 9:10 PM
To: Silvia Vargas <SVargas@cgasolutions.com>; Ruiz-Diaz de la Portilla, Elinette <erportilla@gunster.com>
Cc: Masoud Shojaee <mshojaee@shomagroup.com>; rrosado@nbvillage.com; Salman Rathore <srathore@cgasolutions.com>; Juan Espinosa <Juan.Espinosa@dplummer.com>; Tony Recio <TRecio@wsh-law.com>; Timothy J. Plummer <tim.plummer@dplummer.com>
Subject: RE: [External] Shoma TIS redo recommendation

Hello, Silvia,

Thank you for working with us! The below is acceptable and Tim / Juan are proceeding accordingly. Which comments have not yet been issued? I think that we are down to just the Village Engineer and your Planning / Zoning review comments, correct?

Mario

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS
Mario Garcia-Serra | Shareholder
600 Brickell Avenue
Brickell World Plaza
Suite 3500
Miami, Florida 33131

P 305-376-6061 **F** 786-425-4104
gunster.com

From: Silvia Vargas <SVargas@cgasolutions.com>
Sent: Monday, June 19, 2023 6:34 PM
To: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>; Ruiz-Diaz de la Portilla, Elinette <erportilla@gunster.com>
Cc: Masoud Shojaee <mshojaee@shomagroup.com>; rrosado@nbvillage.com; Salman Rathore <srathore@cgasolutions.com>; Juan Espinosa <juan.espinosa@dplummer.com>; Tony Recio <TRecio@wsh-law.com>
Subject: RE: [External] Shoma TIS redo recommendation

Mario and Juan,
Thank you for your prompt reply.

Regarding the traffic study: it is my understanding (Salman, please correct me if I'm mistaken) that the original Shoma study completed by DPA in 2020 used 2018 counts and applied the equivalent of a 3.91% annual growth rate to extrapolate to 2020. CGA's suggestion was to use the same rate to be consistent with your own study.

While it is true that the Shuckers study, completed in 2022 using 2021 counts, applied an annual growth rate of 1.4%, we think a more conservative approach, using a higher growth rate, would be prudent to assuage potential questions about the lack of up-to-date turning movement counts as inputs to the study. As a new compromise, however, we could accept an average of 2.65% between the low of 1.4% and the high of 3.91% annual growth to extrapolate to 2023 counts.

Cardinal Distribution

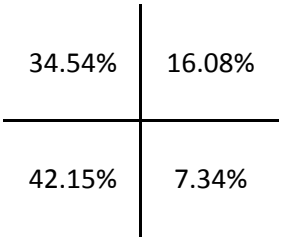
Cardinal Distribution

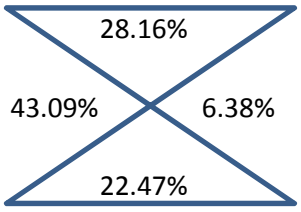
20105

Shoma North Bay Village

TAZ	624

DIRECTION	2015	2045	2022
NNE	10.8%	10.5%	10.73%
ENE	6.0%	3.2%	5.35%
ESE	1.1%	0.8%	1.03%
SSE	6.1%	7.0%	6.31%
SSW	15.2%	19.3%	16.16%
WSW	26.2%	25.3%	25.99%
WNW	16.8%	18.1%	17.10%
NNW	17.9%	15.9%	17.43%





Miami-Dade 2015 Base Year Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
599	3499	Trips	591	34	0	13	16	316	294	397	1,717
599	3499	Percent	35.6	2.0	0.0	0.8	1.0	19.0	17.7	23.9	
600	3500	Trips	1,964	258	20	47	84	1,205	1,079	998	5,795
600	3500	Percent	34.7	4.6	0.4	0.8	1.5	21.3	19.1	17.7	
601	3501	Trips	70	-	-	28	277	290	175	257	1,104
601	3501	Percent	6.4	-	-	2.5	25.3	26.4	15.9	23.5	
602	3502	Trips	67	17	-	103	540	455	472	464	2,181
602	3502	Percent	3.2	0.8	-	4.9	25.5	21.5	22.3	21.9	
603	3503	Trips	27	-	-	3	177	160	92	111	570
603	3503	Percent	4.8	-	-	0.5	31.0	28.1	16.2	19.5	
604	3504	Trips	45	-	-	6	506	334	458	381	1,779
604	3504	Percent	2.6	-	-	0.4	29.3	19.3	26.5	22.0	
605	3505	Trips	136	16	-	144	498	321	433	386	1,958
605	3505	Percent	7.0	0.8	-	7.4	25.7	16.6	22.4	20.0	
606	3506	Trips	830	-	-	845	1,407	1,998	1,040	2,384	9,052
606	3506	Percent	9.8	-	-	9.9	16.5	23.5	12.2	28.0	
607	3507	Trips	197	83	-	165	848	498	671	627	3,154
607	3507	Percent	6.4	2.7	-	5.4	27.5	16.1	21.7	20.3	
608	3508	Trips	109	-	-	17	655	545	562	535	2,497
608	3508	Percent	4.5	-	-	0.7	27.0	22.5	23.2	22.1	
609	3509	Trips	80	-	-	30	482	700	242	744	2,414
609	3509	Percent	3.5	-	-	1.3	21.2	30.7	10.6	32.7	
610	3510	Trips	576	187	-	313	1,639	1,859	1,152	2,527	9,381
610	3510	Percent	7.0	2.3	-	3.8	19.9	22.5	14.0	30.6	
611	3511	Trips	344	38	-	107	861	847	782	1,269	4,444
611	3511	Percent	8.1	0.9	-	2.5	20.3	20.0	18.4	29.9	
612	3512	Trips	102	-	-	38	497	479	354	809	2,324
612	3512	Percent	4.5	-	-	1.7	21.8	21.0	15.5	35.5	
613	3513	Trips	50	-	-	45	147	146	130	221	738
613	3513	Percent	6.8	-	-	6.1	19.9	19.8	17.6	30.0	
614	3514	Trips	107	-	-	231	720	908	522	868	3,436
614	3514	Percent	3.2	-	-	6.9	21.5	27.1	15.6	25.9	
615	3515	Trips	748	321	-	855	1,825	1,774	1,120	2,278	9,551
615	3515	Percent	8.4	3.6	-	9.6	20.5	19.9	12.6	25.5	
616	3516	Trips	631	418	-	1,214	1,619	1,428	921	1,966	9,585
616	3516	Percent	7.7	5.1	-	14.8	19.8	17.4	11.2	24.0	
617	3517	Trips	18	4	17	9	11	16	6	43	125
617	3517	Percent	14.3	3.3	13.7	7.4	9.0	13.1	4.7	34.7	
618	3518	Trips	243	105	-	241	640	556	295	599	2,736
618	3518	Percent	9.1	3.9	-	9.0	23.9	20.8	11.0	22.4	
619	3519	Trips	114	-	-	442	1,579	1,258	675	2,112	6,703
619	3519	Percent	1.8	-	-	7.2	25.6	20.4	10.9	34.2	
620	3520	Trips	85	-	-	385	1,902	1,775	809	2,132	7,584
620	3520	Percent	1.2	-	-	5.4	26.8	25.1	11.4	30.1	
621	3521	Trips	411	-	112	336	917	877	409	774	3,916
621	3521	Percent	10.7	-	2.9	8.8	23.9	22.9	10.7	20.2	
622	3522	Trips	725	-	-	733	1,372	1,695	887	1,623	7,653
622	3522	Percent	10.3	-	-	10.4	19.5	24.1	12.6	23.1	
623	3523	Trips	394	243	139	749	727	1,431	755	921	5,657
623	3523	Percent	7.4	4.5	2.6	14.0	13.6	26.7	14.1	17.2	
624	3524	Trips	1,100	613	112	625	1,542	2,663	1,706	1,821	11,072
624	3524	Percent	10.8	6.0	1.1	6.1	15.2	26.2	16.8	17.9	

Miami-Dade 2045 Cost Feasible Plan Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
599	3499	Trips	392	108	7	13	41	341	344	485	1,765
599	3499	Percent	22.6	6.2	0.4	0.8	2.4	19.7	19.9	28.0	
600	3500	Trips	1,603	330	17	42	94	1,157	1,332	1,506	6,163
600	3500	Percent	26.4	5.4	0.3	0.7	1.6	19.0	21.9	24.8	
601	3501	Trips	73	-	-	36	470	342	267	332	1,552
601	3501	Percent	4.8	-	-	2.4	30.9	22.5	17.5	21.8	
602	3502	Trips	62	6	-	148	713	574	523	476	2,566
602	3502	Percent	2.5	0.3	-	5.9	28.5	22.9	20.9	19.0	
603	3503	Trips	14	-	-	1	337	258	161	172	980
603	3503	Percent	1.5	-	-	0.1	35.7	27.4	17.1	18.3	
604	3504	Trips	64	-	-	41	951	737	707	668	3,445
604	3504	Percent	2.0	-	-	1.3	30.0	23.3	22.3	21.1	
605	3505	Trips	99	36	-	135	670	549	585	509	2,652
605	3505	Percent	3.8	1.4	-	5.2	25.9	21.2	22.7	19.7	
606	3506	Trips	643	-	-	754	1,891	2,383	1,151	2,389	9,786
606	3506	Percent	7.0	-	-	8.2	20.5	25.9	12.5	25.9	
607	3507	Trips	188	140	-	182	1,171	780	868	741	4,188
607	3507	Percent	4.6	3.4	-	4.5	28.8	19.2	21.3	18.2	
608	3508	Trips	110	-	-	48	1,108	1,101	706	785	3,985
608	3508	Percent	2.9	-	-	1.2	28.7	28.5	18.3	20.4	
609	3509	Trips	86	-	-	37	718	953	371	839	3,169
609	3509	Percent	2.9	-	-	1.2	23.9	31.7	12.3	27.9	
610	3510	Trips	681	182	-	382	2,239	2,515	1,391	2,792	12,047
610	3510	Percent	6.7	1.8	-	3.8	22.0	24.7	13.7	27.4	
611	3511	Trips	449	13	-	118	1,000	1,197	848	1,206	5,036
611	3511	Percent	9.3	0.3	-	2.4	20.7	24.8	17.6	25.0	
612	3512	Trips	74	-	-	56	640	617	408	906	2,773
612	3512	Percent	2.8	-	-	2.1	23.7	22.9	15.1	33.6	
613	3513	Trips	42	-	-	27	203	188	128	185	774
613	3513	Percent	5.5	-	-	3.5	26.3	24.2	16.5	24.0	
614	3514	Trips	160	-	-	231	1,441	1,400	1,004	1,429	5,961
614	3514	Percent	2.8	-	-	4.1	25.4	24.7	17.7	25.2	
615	3515	Trips	657	228	-	698	1,586	1,570	1,040	1,804	7,950
615	3515	Percent	8.7	3.0	-	9.2	20.9	20.7	13.7	23.8	
616	3516	Trips	663	430	-	1,243	2,224	2,161	1,427	2,581	12,275
616	3516	Percent	6.2	4.0	-	11.6	20.7	20.1	13.3	24.1	
617	3517	Trips	13	10	12	23	29	51	31	41	219
617	3517	Percent	6.4	4.8	5.8	10.9	13.8	24.0	14.9	19.5	
618	3518	Trips	155	54	-	218	768	639	484	831	3,208
618	3518	Percent	4.9	1.7	-	6.9	24.4	20.3	15.4	26.4	
619	3519	Trips	148	-	-	378	1,965	1,591	822	2,087	7,426
619	3519	Percent	2.1	-	-	5.4	28.1	22.8	11.8	29.9	
620	3520	Trips	101	-	-	236	1,860	2,343	1,013	2,177	8,233
620	3520	Percent	1.3	-	-	3.1	24.1	30.3	13.1	28.2	
621	3521	Trips	349	-	81	272	1,070	1,011	417	959	4,287
621	3521	Percent	8.4	-	1.9	6.6	25.7	24.3	10.0	23.1	
622	3522	Trips	552	-	-	687	1,638	2,319	1,127	2,032	8,893
622	3522	Percent	6.6	-	-	8.2	19.6	27.8	13.5	24.3	
623	3523	Trips	475	123	70	728	1,143	1,694	801	1,023	6,274
623	3523	Percent	7.8	2.0	1.2	12.0	18.9	28.0	13.2	16.9	
624	3524	Trips	1,356	409	98	912	2,505	3,276	2,354	2,063	13,940
624	3524	Percent	10.5	3.2	0.8	7.0	19.3	25.3	18.1	15.9	

FDOT LOS Handbook Tables
&
Seasonal Factors

2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8700 MIAMI-DADE NORTH

MOCF: 0.98

WEEK	DATES	SF	PSCF
1	01/01/2021 - 01/02/2021	1.01	1.03
2	01/03/2021 - 01/09/2021	1.05	1.07
3	01/10/2021 - 01/16/2021	1.08	1.10
4	01/17/2021 - 01/23/2021	1.07	1.09
5	01/24/2021 - 01/30/2021	1.07	1.09
6	01/31/2021 - 02/06/2021	1.06	1.08
7	02/07/2021 - 02/13/2021	1.05	1.07
8	02/14/2021 - 02/20/2021	1.05	1.07
9	02/21/2021 - 02/27/2021	1.04	1.06
10	02/28/2021 - 03/06/2021	1.03	1.05
11	03/07/2021 - 03/13/2021	1.02	1.04
12	03/14/2021 - 03/20/2021	1.02	1.04
13	03/21/2021 - 03/27/2021	1.01	1.03
14	03/28/2021 - 04/03/2021	0.99	1.01
15	04/04/2021 - 04/10/2021	0.98	1.00
16	04/11/2021 - 04/17/2021	0.97	0.99
17	04/18/2021 - 04/24/2021	0.97	0.99
18	04/25/2021 - 05/01/2021	0.97	0.99
19	05/02/2021 - 05/08/2021	0.98	1.00
20	05/09/2021 - 05/15/2021	0.98	1.00
21	05/16/2021 - 05/22/2021	0.98	1.00
22	05/23/2021 - 05/29/2021	0.99	1.01
23	05/30/2021 - 06/05/2021	1.00	1.02
24	06/06/2021 - 06/12/2021	1.01	1.03
25	06/13/2021 - 06/19/2021	1.02	1.04
26	06/20/2021 - 06/26/2021	1.01	1.03
27	06/27/2021 - 07/03/2021	1.01	1.03
28	07/04/2021 - 07/10/2021	1.00	1.02
29	07/11/2021 - 07/17/2021	0.99	1.01
30	07/18/2021 - 07/24/2021	0.99	1.01
31	07/25/2021 - 07/31/2021	0.99	1.01
32	08/01/2021 - 08/07/2021	0.99	1.01
33	08/08/2021 - 08/14/2021	0.99	1.01
34	08/15/2021 - 08/21/2021	0.99	1.01
35	08/22/2021 - 08/28/2021	0.99	1.01
*36	08/29/2021 - 09/04/2021	0.99	1.01
*37	09/05/2021 - 09/11/2021	0.99	1.01
*38	09/12/2021 - 09/18/2021	0.99	1.01
*39	09/19/2021 - 09/25/2021	0.98	1.00
*40	09/26/2021 - 10/02/2021	0.98	1.00
*41	10/03/2021 - 10/09/2021	0.97	0.99
*42	10/10/2021 - 10/16/2021	0.96	0.98
*43	10/17/2021 - 10/23/2021	0.96	0.98
*44	10/24/2021 - 10/30/2021	0.97	0.99
*45	10/31/2021 - 11/06/2021	0.97	0.99
*46	11/07/2021 - 11/13/2021	0.98	1.00
*47	11/14/2021 - 11/20/2021	0.99	1.01
*48	11/21/2021 - 11/27/2021	0.99	1.01
49	11/28/2021 - 12/04/2021	1.00	1.02
50	12/05/2021 - 12/11/2021	1.01	1.03
51	12/12/2021 - 12/18/2021	1.01	1.03
52	12/19/2021 - 12/25/2021	1.05	1.07
53	12/26/2021 - 12/31/2021	1.08	1.10

* PEAK SEASON

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables

(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**

(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

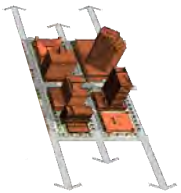
	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
*Cannot be achieved using table input value defaults. **Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.
***LOS C thresholds are not applicable for C6 as C6 roadway facilities are neither planned nor designed to achieve automobile LOS C.

Appendix D
Intersection Capacity Analysis Worksheets

Existing Conditions

Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	3	9	1408	99	96	1075	4	178	1	165	3	4
Future Volume (vph)	3	9	1408	99	96	1075	4	178	1	165	3	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	11	11	12	12	12	12	12	12
Total Lost time (s)		6.2	6.5		6.2	6.5			7.1	7.1		7.0
Lane Util. Factor		1.00	0.91		1.00	0.91			1.00	1.00		1.00
Frpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Flpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Frt		1.00	0.99		1.00	1.00			1.00	0.85		1.00
Flt Protected		0.95	1.00		0.95	1.00			0.95	1.00		0.98
Satd. Flow (prot)		1742	4760		1745	4913			1792	1583		1859
Flt Permitted		0.23	1.00		0.08	1.00			0.95	1.00		0.98
Satd. Flow (perm)		417	4760		154	4913			1792	1583		1859
Peak-hour factor, PHF	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.85	0.85	0.85	0.44	0.44
Adj. Flow (vph)	3	10	1600	112	100	1120	4	209	1	194	7	9
RTOR Reduction (vph)	0	0	3	0	0	0	0	0	0	142	0	0
Lane Group Flow (vph)	0	13	1710	0	100	1124	0	0	210	52	0	16
Confl. Peds. (#/hr)		20		20	20		20					
Confl. Bikes (#/hr)				3						3		
Heavy Vehicles (%)	0%	0%	4%	3%	0%	2%	0%	1%	0%	2%	0%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pt+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	4 5!	3	3
Permitted Phases	6	6			2							
Actuated Green, G (s)		89.6	87.4		100.6	92.9			25.1	39.9		3.0
Effective Green, g (s)		89.6	87.4		100.6	92.9			25.1	39.9		3.0
Actuated g/C Ratio		0.60	0.58		0.67	0.62			0.17	0.27		0.02
Clearance Time (s)		6.2	6.5		6.2	6.5			7.1			7.0
Vehicle Extension (s)		2.0	1.0		2.0	1.0			3.0			2.5
Lane Grp Cap (vph)		268	2773		184	3042			299	421		37
v/s Ratio Prot		0.00	c0.36		c0.03	0.23			c0.12	0.03		c0.01
v/s Ratio Perm		0.03			0.33							
v/c Ratio		0.05	0.62		0.54	0.37			0.70	0.12		0.43
Uniform Delay, d1		12.3	20.4		14.7	14.1			58.9	41.8		72.7
Progression Factor		0.65	0.70		1.00	1.00			1.00	1.00		1.00
Incremental Delay, d2		0.0	1.0		1.8	0.3			7.3	0.1		5.8
Delay (s)		8.1	15.2		16.5	14.4			66.2	41.9		78.5
Level of Service		A	B		B	B			E	D		E
Approach Delay (s)			15.2			14.6			54.5			78.5
Approach LOS			B			B			D			E

Intersection Summary			
HCM 2000 Control Delay	20.0	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.63		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	73.2%	ICU Level of Service	D
Analysis Period (min)	15		

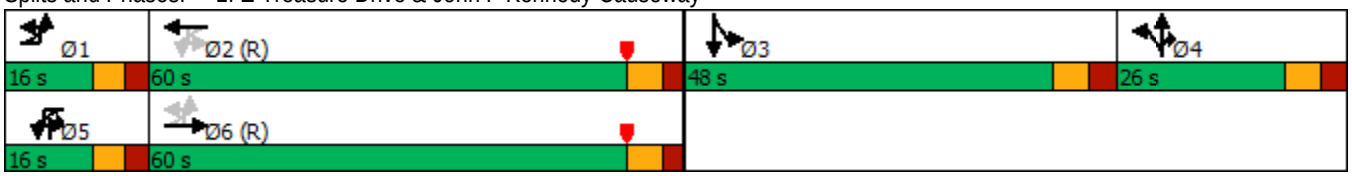
! Phase conflict between lane groups.
c Critical Lane Group

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Lane Width	12
Total Lost time (s)	
Lane Util. Factor	
Frpb, ped/bikes	
Flpb, ped/bikes	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.44
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	3
Heavy Vehicles (%)	0%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	3	9	1408	99	96	1075	4	178	1	165	3	4
Future Volume (vph)	3	9	1408	99	96	1075	4	178	1	165	3	4
Confl. Peds. (#/hr)		20		20	20		20					
Confl. Bikes (#/hr)				3						3		
Peak Hour Factor	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.85	0.85	0.85	0.44	0.44
Heavy Vehicles (%)	0%	0%	4%	3%	0%	2%	0%	1%	0%	2%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	13	1713	0	100	1124	0	0	210	194	0	16
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pt+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	4 5!	3	3
Permitted Phases	6	6			2							
Detector Phase	1	1	6		5	2		4	4	4 5	3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	7.0		5.0	7.0		7.0	7.0		7.0	7.0
Minimum Split (s)	11.2	11.2	29.5		11.2	29.5		14.1	14.1		47.0	47.0
Total Split (s)	16.0	16.0	60.0		16.0	60.0		26.0	26.0		48.0	48.0
Total Split (%)	10.7%	10.7%	40.0%		10.7%	40.0%		17.3%	17.3%		32.0%	32.0%
Yellow Time (s)	3.7	3.7	4.0		3.7	4.0		4.0	4.0		4.0	4.0
All-Red Time (s)	2.5	2.5	2.5		2.5	2.5		3.1	3.1		3.0	3.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0			0.0			0.0
Total Lost Time (s)		6.2	6.5		6.2	6.5			7.1			7.0
Lead/Lag	Lead	Lead	Lag		Lead	Lag		Lag	Lag		Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes
Recall Mode	None	None	C-Max		None	C-Max		None	None		None	None
v/c Ratio		0.04	0.59		0.53	0.34			0.70	0.35		0.18
Control Delay		6.9	14.8		20.2	13.1			71.3	6.5		73.1
Queue Delay		0.0	0.0		0.0	0.0			0.0	0.0		0.0
Total Delay		6.9	14.8		20.2	13.1			71.3	6.5		73.1
Queue Length 50th (ft)		2	215		24	122			196	0		15
Queue Length 95th (ft)		m4	523		72	279			259	46		20
Internal Link Dist (ft)			291			746			1372			253
Turn Bay Length (ft)		100			50							
Base Capacity (vph)		368	2908		216	3299			300	565		508
Starvation Cap Reductn		0	0		0	0			0	0		0
Spillback Cap Reductn		0	0		0	0			0	0		0
Storage Cap Reductn		0	0		0	0			0	0		0
Reduced v/c Ratio		0.04	0.59		0.46	0.34			0.70	0.34		0.03

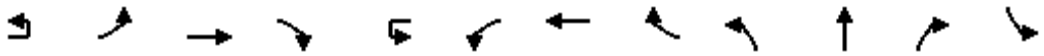
Intersection Summary
Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 135
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.
! Phase conflict between lane groups.

Splits and Phases: 1: E Treasure Drive & John F Kennedy Causeway



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	3
Peak Hour Factor	0.44
Heavy Vehicles (%)	0%
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Recall Mode	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	53	15	1347	127	1	127	1569	9	122	0	90	3
Future Volume (vph)	53	15	1347	127	1	127	1569	9	122	0	90	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	12	12	12	12	12
Total Lost time (s)		6.2	6.5			6.2	6.5			7.1	7.1	
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00	1.00	
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00	1.00	
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00	1.00	
Frt		1.00	0.99			1.00	1.00			1.00	0.85	
Flt Protected		0.95	1.00			0.95	1.00			0.95	1.00	
Satd. Flow (prot)		1745	4847			1711	4864			1805	1583	
Flt Permitted		0.11	1.00			0.11	1.00			0.95	1.00	
Satd. Flow (perm)		209	4847			190	4864			1805	1583	
Peak-hour factor, PHF	0.89	0.89	0.89	0.89	0.96	0.96	0.96	0.96	0.91	0.91	0.91	0.75
Adj. Flow (vph)	60	17	1513	143	1	132	1634	9	134	0	99	4
RTOR Reduction (vph)	0	0	4	0	0	0	0	0	0	0	77	0
Lane Group Flow (vph)	0	77	1652	0	0	133	1643	0	0	134	22	0
Confl. Peds. (#/hr)	2	10		10	2	10		10	2		2	2
Confl. Bikes (#/hr)											5	
Heavy Vehicles (%)	0%	0%	2%	0%	0%	2%	3%	0%	0%	0%	2%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	pm+pt	NA		Split	NA	pt+ov	Split
Protected Phases	1	1	6		5!	5	2		4	4	4 5!	3
Permitted Phases	6	6			2!	2						
Actuated Green, G (s)		103.5	96.1			107.3	98.0			16.4	32.8	
Effective Green, g (s)		103.5	96.1			107.3	98.0			16.4	32.8	
Actuated g/C Ratio		0.69	0.64			0.72	0.65			0.11	0.22	
Clearance Time (s)		6.2	6.5			6.2	6.5			7.1		
Vehicle Extension (s)		2.0	1.0			2.0	1.0			3.0		
Lane Grp Cap (vph)		219	3105			230	3177			197	346	
v/s Ratio Prot		0.02	0.34			c0.04	0.34			c0.07	0.01	
v/s Ratio Perm		0.22				c0.38						
v/c Ratio		0.35	0.53			0.58	0.52			0.68	0.06	
Uniform Delay, d1		9.0	14.7			10.3	13.6			64.3	46.4	
Progression Factor		0.82	1.21			1.00	1.00			1.00	1.00	
Incremental Delay, d2		0.3	0.6			2.2	0.6			9.3	0.1	
Delay (s)		7.7	18.4			12.5	14.2			73.6	46.5	
Level of Service		A	B			B	B			E	D	
Approach Delay (s)			18.0				14.1			62.1		
Approach LOS			B				B			E		

Intersection Summary			
HCM 2000 Control Delay	18.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.60		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	71.8%	ICU Level of Service	C
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	7.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	1.00	
Flt Protected	0.95	
Satd. Flow (prot)	1805	
Flt Permitted	0.95	
Satd. Flow (perm)	1805	
Peak-hour factor, PHF	0.75	0.75
Adj. Flow (vph)	0	0
RTOR Reduction (vph)	0	0
Lane Group Flow (vph)	4	0
Confl. Peds. (#/hr)		2
Confl. Bikes (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	3	
Permitted Phases		
Actuated Green, G (s)	1.4	
Effective Green, g (s)	1.4	
Actuated g/C Ratio	0.01	
Clearance Time (s)	7.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	16	
v/s Ratio Prot	c0.00	
v/s Ratio Perm		
v/c Ratio	0.25	
Uniform Delay, d1	73.8	
Progression Factor	1.00	
Incremental Delay, d2	5.9	
Delay (s)	79.7	
Level of Service	E	
Approach Delay (s)	79.7	
Approach LOS	E	

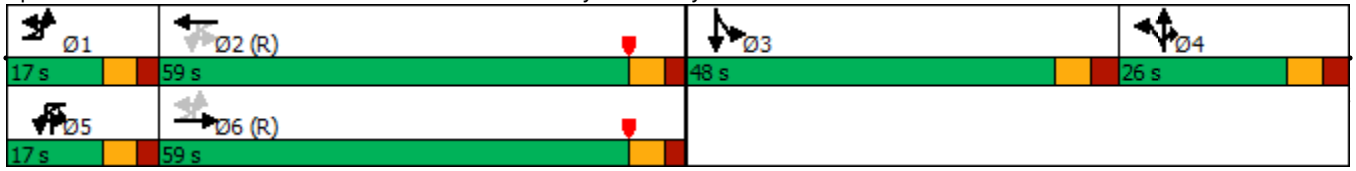
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	53	15	1347	127	1	127	1569	9	122	0	90	3
Future Volume (vph)	53	15	1347	127	1	127	1569	9	122	0	90	3
Confl. Peds. (#/hr)	2	10		10	2	10		10	2		2	2
Confl. Bikes (#/hr)											5	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.96	0.96	0.96	0.96	0.91	0.91	0.91	0.75
Heavy Vehicles (%)	0%	0%	2%	0%	0%	2%	3%	0%	0%	0%	2%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	77	1656	0	0	133	1643	0	0	134	99	0
Turn Type	pm+pt	pm+pt	NA		pm+pt	pm+pt	NA		Split	NA	pt+ov	Split
Protected Phases	1	1	6		5!	5	2		4	4	4 5!	3
Permitted Phases	6	6			2!	2						
Detector Phase	1	1	6		5	5	2		4	4	4 5	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	7.0		5.0	5.0	7.0		7.0	7.0		7.0
Minimum Split (s)	11.2	11.2	29.5		11.2	11.2	29.5		14.1	14.1		47.0
Total Split (s)	17.0	17.0	59.0		17.0	17.0	59.0		26.0	26.0		48.0
Total Split (%)	11.3%	11.3%	39.3%		11.3%	11.3%	39.3%		17.3%	17.3%		32.0%
Yellow Time (s)	3.7	3.7	4.0		3.7	3.7	4.0		4.0	4.0		4.0
All-Red Time (s)	2.5	2.5	2.5		2.5	2.5	2.5		3.1	3.1		3.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.2	6.5			6.2	6.5			7.1		
Lead/Lag	Lead	Lead	Lag		Lead	Lead	Lag		Lag	Lag		Lead
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes		Yes	Yes		Yes
Recall Mode	None	None	C-Max		None	None	C-Max		None	None		None
v/c Ratio		0.34	0.50			0.56	0.49			0.68	0.24	
Control Delay		8.3	17.0			16.6	13.0			81.0	8.6	
Queue Delay		0.0	0.0			0.0	0.0			0.0	0.0	
Total Delay		8.3	17.0			16.6	13.0			81.0	8.6	
Queue Length 50th (ft)		6	369			24	233			128	0	
Queue Length 95th (ft)		59	599			83	436			194	45	
Internal Link Dist (ft)			291				746			1372		
Turn Bay Length (ft)		100				50						
Base Capacity (vph)		269	3290			263	3359			235	410	
Starvation Cap Reductn		0	0			0	0			0	0	
Spillback Cap Reductn		0	0			0	0			0	0	
Storage Cap Reductn		0	0			0	0			0	0	
Reduced v/c Ratio		0.29	0.50			0.51	0.49			0.57	0.24	

Intersection Summary
Cycle Length: 150
Actuated Cycle Length: 150
Offset: 146 (97%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 125
Control Type: Actuated-Coordinated

! Phase conflict between lane groups.

Splits and Phases: 1: E Treasure Drive & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Confl. Peds. (#/hr)		2
Confl. Bikes (#/hr)		
Peak Hour Factor	0.75	0.75
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	4	0
Turn Type	NA	
Protected Phases	3	
Permitted Phases		
Detector Phase	3	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	47.0	
Total Split (s)	48.0	
Total Split (%)	32.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	3.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	7.0	
Lead/Lag	Lead	
Lead-Lag Optimize?	Yes	
Recall Mode	None	
v/c Ratio	0.05	
Control Delay	69.7	
Queue Delay	0.0	
Total Delay	69.7	
Queue Length 50th (ft)	4	
Queue Length 95th (ft)	14	
Internal Link Dist (ft)	253	
Turn Bay Length (ft)		
Base Capacity (vph)	493	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.01	

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	8	1	1510	3	3	4	1291	5	6	0	0	2
Future Volume (vph)	8	1	1510	3	3	4	1291	5	6	0	0	2
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1744	4963			1744	4962			1805		
Flt Permitted		0.17	1.00			0.11	1.00			0.75		
Satd. Flow (perm)		309	4963			203	4962			1430		
Peak-hour factor, PHF	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.38
Adj. Flow (vph)	9	1	1736	3	3	4	1388	5	8	0	0	5
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	0	10	1739	0	0	7	1393	0	0	8	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		114.0	114.0			114.0	114.0			24.0		
Effective Green, g (s)		114.0	114.0			114.0	114.0			24.0		
Actuated g/C Ratio		0.76	0.76			0.76	0.76			0.16		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		234	3771			154	3771			228		
v/s Ratio Prot			c0.35				0.28					
v/s Ratio Perm		0.03				0.03				c0.01		
v/c Ratio		0.04	0.46			0.05	0.37			0.04		
Uniform Delay, d1		4.5	6.7			4.5	6.0			53.2		
Progression Factor		1.00	1.00			0.63	0.65			1.00		
Incremental Delay, d2		0.3	0.4			0.5	0.3			0.3		
Delay (s)		4.8	7.1			3.3	4.2			53.5		
Level of Service		A	A			A	A			D		
Approach Delay (s)			7.0				4.2			53.5		
Approach LOS			A				A			D		

Intersection Summary			
HCM 2000 Control Delay	6.0	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.39		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	45.1%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	1
Future Volume (vph)	0	1
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.95	
Flt Protected	0.97	
Satd. Flow (prot)	1749	
Flt Permitted	0.90	
Satd. Flow (perm)	1620	
Peak-hour factor, PHF	0.38	0.38
Adj. Flow (vph)	0	3
RTOR Reduction (vph)	7	0
Lane Group Flow (vph)	1	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	24.0	
Effective Green, g (s)	24.0	
Actuated g/C Ratio	0.16	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	259	
v/s Ratio Prot		
v/s Ratio Perm	0.00	
v/c Ratio	0.00	
Uniform Delay, d1	53.0	
Progression Factor	1.00	
Incremental Delay, d2	0.0	
Delay (s)	53.0	
Level of Service	D	
Approach Delay (s)	53.0	
Approach LOS	D	

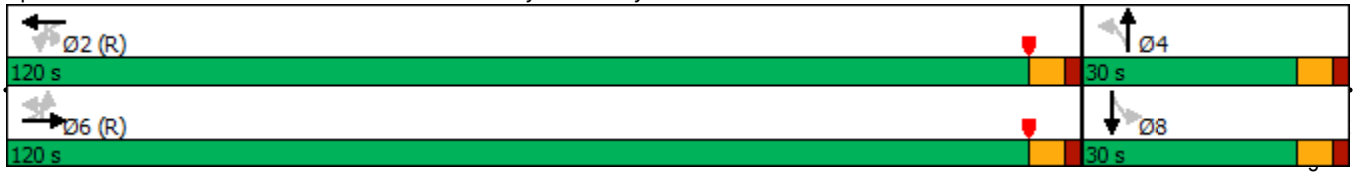
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	8	1	1510	3	3	4	1291	5	6	0	0	2
Future Volume (vph)	8	1	1510	3	3	4	1291	5	6	0	0	2
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.38
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	10	1739	0	0	7	1393	0	0	8	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	120.0	120.0	120.0		120.0	120.0	120.0		30.0	30.0		30.0
Total Split (%)	80.0%	80.0%	80.0%		80.0%	80.0%	80.0%		20.0%	20.0%		20.0%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		0.04	0.46			0.05	0.37			0.04		
Control Delay		5.0	7.1			3.6	4.2			54.0		
Queue Delay		0.0	0.0			0.0	0.0			0.0		
Total Delay		5.0	7.1			3.6	4.2			54.0		
Queue Length 50th (ft)		2	204			1	129			7		
Queue Length 95th (ft)		7	216			m2	58			20		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		234	3772			153	3769			228		
Starvation Cap Reductn		0	0			0	0			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		0.04	0.46			0.05	0.37			0.04		

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	1
Future Volume (vph)	0	1
Confl. Peds. (#/hr)		
Peak Hour Factor	0.38	0.38
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	8	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	30.0	
Total Split (%)	20.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.03	
Control Delay	4.3	
Queue Delay	0.0	
Total Delay	4.3	
Queue Length 50th (ft)	0	
Queue Length 95th (ft)	0	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	277	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.03	

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	15	24	1475	7	6	2	1710	17	2	0	0	12
Future Volume (vph)	15	24	1475	7	6	2	1710	17	2	0	0	12
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1745	5010			1744	4957			1805		
Flt Permitted		0.09	1.00			0.11	1.00			0.74		
Satd. Flow (perm)		161	5010			209	4957			1413		
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.94	0.94	0.94	0.94	0.25	0.25	0.25	0.65
Adj. Flow (vph)	17	27	1639	8	6	2	1819	18	8	0	0	18
RTOR Reduction (vph)	0	0	0	0	0	0	1	0	0	0	0	0
Lane Group Flow (vph)	0	44	1647	0	0	8	1836	0	0	8	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	10%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		102.0	102.0			102.0	102.0			36.0		
Effective Green, g (s)		102.0	102.0			102.0	102.0			36.0		
Actuated g/C Ratio		0.68	0.68			0.68	0.68			0.24		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		109	3406			142	3370			339		
v/s Ratio Prot			0.33				c0.37					
v/s Ratio Perm		0.27				0.04				c0.01		
v/c Ratio		0.40	0.48			0.06	0.54			0.02		
Uniform Delay, d1		10.6	11.4			8.0	12.2			43.6		
Progression Factor		1.00	1.00			1.40	1.03			1.00		
Incremental Delay, d2		10.7	0.5			0.7	0.6			0.1		
Delay (s)		21.3	11.9			11.8	13.2			43.7		
Level of Service		C	B			B	B			D		
Approach Delay (s)			12.2				13.2			43.7		
Approach LOS			B				B			D		

Intersection Summary			
HCM 2000 Control Delay	13.0	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.41		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	49.3%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	2
Future Volume (vph)	0	2
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.98	
Flt Protected	0.96	
Satd. Flow (prot)	1646	
Flt Permitted	0.83	
Satd. Flow (perm)	1426	
Peak-hour factor, PHF	0.65	0.65
Adj. Flow (vph)	0	3
RTOR Reduction (vph)	16	0
Lane Group Flow (vph)	5	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	36.0	
Effective Green, g (s)	36.0	
Actuated g/C Ratio	0.24	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	342	
v/s Ratio Prot		
v/s Ratio Perm	0.00	
v/c Ratio	0.01	
Uniform Delay, d1	43.5	
Progression Factor	1.00	
Incremental Delay, d2	0.1	
Delay (s)	43.6	
Level of Service	D	
Approach Delay (s)	43.6	
Approach LOS	D	

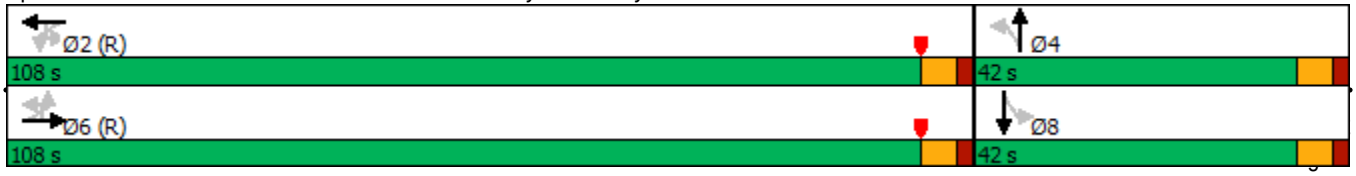
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	15	24	1475	7	6	2	1710	17	2	0	0	12
Future Volume (vph)	15	24	1475	7	6	2	1710	17	2	0	0	12
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.90	0.90	0.90	0.90	0.94	0.94	0.94	0.94	0.25	0.25	0.25	0.65
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	10%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	44	1647	0	0	8	1837	0	0	8	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	108.0	108.0	108.0		108.0	108.0	108.0		42.0	42.0		42.0
Total Split (%)	72.0%	72.0%	72.0%		72.0%	72.0%	72.0%		28.0%	28.0%		28.0%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		0.40	0.48			0.06	0.54			0.02		
Control Delay		23.6	12.0			12.5	13.3			44.0		
Queue Delay		0.0	0.0			0.0	0.1			0.0		
Total Delay		23.6	12.0			12.5	13.3			44.0		
Queue Length 50th (ft)		18	262			2	244			6		
Queue Length 95th (ft)		55	293			m8	378			6		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		110	3406			142	3372			339		
Starvation Cap Reductn		0	0			0	292			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		0.40	0.48			0.06	0.60			0.02		

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	2
Future Volume (vph)	0	2
Confl. Peds. (#/hr)		
Peak Hour Factor	0.65	0.65
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	21	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	42.0	
Total Split (%)	28.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.06	
Control Delay	15.5	
Queue Delay	0.0	
Total Delay	15.5	
Queue Length 50th (ft)	0	
Queue Length 95th (ft)	12	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	359	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.06	

Intersection Summary

Future without Project Conditions

Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	3	9	1542	107	101	1185	4	189	1	174	3	4
Future Volume (vph)	3	9	1542	107	101	1185	4	189	1	174	3	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	11	11	12	12	12	12	12	12
Total Lost time (s)		6.2	6.5		6.2	6.5			7.1	7.1		7.0
Lane Util. Factor		1.00	0.91		1.00	0.91			1.00	1.00		1.00
Frpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Flpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Frt		1.00	0.99		1.00	1.00			1.00	0.85		1.00
Flt Protected		0.95	1.00		0.95	1.00			0.95	1.00		0.98
Satd. Flow (prot)		1743	4762		1745	4913			1792	1583		1859
Flt Permitted		0.19	1.00		0.06	1.00			0.95	1.00		0.98
Satd. Flow (perm)		357	4762		112	4913			1792	1583		1859
Peak-hour factor, PHF	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.85	0.85	0.85	0.44	0.44
Adj. Flow (vph)	3	10	1752	122	105	1234	4	222	1	205	7	9
RTOR Reduction (vph)	0	0	3	0	0	0	0	0	0	147	0	0
Lane Group Flow (vph)	0	13	1871	0	105	1238	0	0	223	58	0	16
Confl. Peds. (#/hr)		20		20	20		20					
Confl. Bikes (#/hr)										3		
Heavy Vehicles (%)	0%	0%	4%	3%	0%	2%	0%	1%	0%	2%	0%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pt+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	4 5!	3	3
Permitted Phases	6	6			2							
Actuated Green, G (s)		86.9	84.7		98.7	90.6			27.4	42.6		3.0
Effective Green, g (s)		86.9	84.7		98.7	90.6			27.4	42.6		3.0
Actuated g/C Ratio		0.58	0.56		0.66	0.60			0.18	0.28		0.02
Clearance Time (s)		6.2	6.5		6.2	6.5			7.1			7.0
Vehicle Extension (s)		2.0	1.0		2.0	1.0			3.0			2.5
Lane Grp Cap (vph)		227	2688		161	2967			327	449		37
v/s Ratio Prot		0.00	c0.39		c0.04	0.25			c0.12	0.04		c0.01
v/s Ratio Perm		0.03			0.39							
v/c Ratio		0.06	0.70		0.65	0.42			0.68	0.13		0.43
Uniform Delay, d1		13.6	23.4		20.4	15.7			57.2	39.9		72.7
Progression Factor		0.66	0.73		1.00	1.00			1.00	1.00		1.00
Incremental Delay, d2		0.0	1.4		7.0	0.4			5.8	0.1		5.8
Delay (s)		9.0	18.5		27.4	16.2			63.0	40.1		78.5
Level of Service		A	B		C	B			E	D		E
Approach Delay (s)			18.5			17.0			52.0			78.5
Approach LOS			B			B			D			E

Intersection Summary			
HCM 2000 Control Delay	22.1	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.68		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	76.8%	ICU Level of Service	D
Analysis Period (min)	15		

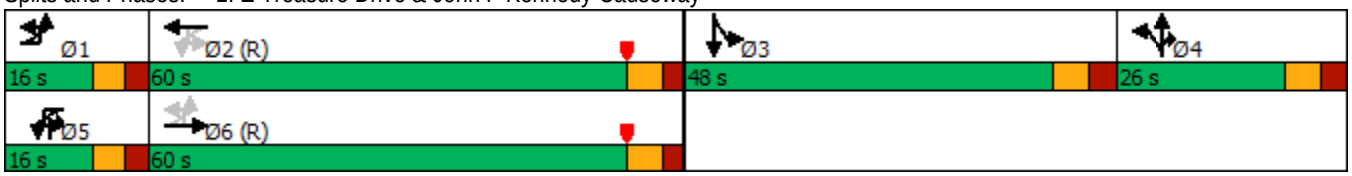
! Phase conflict between lane groups.
c Critical Lane Group

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Lane Width	12
Total Lost time (s)	
Lane Util. Factor	
Frpb, ped/bikes	
Flpb, ped/bikes	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.44
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	3
Heavy Vehicles (%)	0%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	3	9	1542	107	101	1185	4	189	1	174	3	4
Future Volume (vph)	3	9	1542	107	101	1185	4	189	1	174	3	4
Confl. Peds. (#/hr)		20		20	20		20					
Confl. Bikes (#/hr)										3		
Peak Hour Factor	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.85	0.85	0.85	0.44	0.44
Heavy Vehicles (%)	0%	0%	4%	3%	0%	2%	0%	1%	0%	2%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	13	1874	0	105	1238	0	0	223	205	0	16
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pt+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	4 5!	3	3
Permitted Phases	6	6			2							
Detector Phase	1	1	6		5	2		4	4	4 5	3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	7.0		5.0	7.0		7.0	7.0		7.0	7.0
Minimum Split (s)	11.2	11.2	29.5		11.2	29.5		14.1	14.1		47.0	47.0
Total Split (s)	16.0	16.0	60.0		16.0	60.0		26.0	26.0		48.0	48.0
Total Split (%)	10.7%	10.7%	40.0%		10.7%	40.0%		17.3%	17.3%		32.0%	32.0%
Yellow Time (s)	3.7	3.7	4.0		3.7	4.0		4.0	4.0		4.0	4.0
All-Red Time (s)	2.5	2.5	2.5		2.5	2.5		3.1	3.1		3.0	3.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0			0.0			0.0
Total Lost Time (s)		6.2	6.5		6.2	6.5			7.1			7.0
Lead/Lag	Lead	Lead	Lag		Lead	Lag		Lag	Lag		Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes
Recall Mode	None	None	C-Max		None	C-Max		None	None		None	None
v/c Ratio		0.05	0.66		0.64	0.38			0.68	0.35		0.18
Control Delay		7.4	17.9		35.2	14.4			68.0	6.1		73.1
Queue Delay		0.0	0.0		0.0	0.0			0.0	0.0		0.0
Total Delay		7.4	17.9		35.2	14.4			68.0	6.1		73.1
Queue Length 50th (ft)		2	380		27	146			207	0		15
Queue Length 95th (ft)		m5	618		104	320			272	46		20
Internal Link Dist (ft)			291			746			1372			253
Turn Bay Length (ft)		100			50							
Base Capacity (vph)		326	2821		189	3226			327	608		508
Starvation Cap Reductn		0	0		0	0			0	0		0
Spillback Cap Reductn		0	0		0	0			0	0		0
Storage Cap Reductn		0	0		0	0			0	0		0
Reduced v/c Ratio		0.04	0.66		0.56	0.38			0.68	0.34		0.03

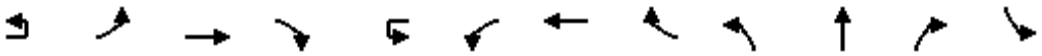
Intersection Summary
Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.
! Phase conflict between lane groups.

Splits and Phases: 1: E Treasure Drive & John F Kennedy Causeway



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	3
Peak Hour Factor	0.44
Heavy Vehicles (%)	0%
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Recall Mode	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	56	15	1476	136	1	134	1720	9	132	0	94	3
Future Volume (vph)	56	15	1476	136	1	134	1720	9	132	0	94	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	12	12	12	12	12
Total Lost time (s)		6.2	6.5			6.2	6.5			7.1	7.1	
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00	1.00	
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00	1.00	
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00	1.00	
Frt		1.00	0.99			1.00	1.00			1.00	0.85	
Flt Protected		0.95	1.00			0.95	1.00			0.95	1.00	
Satd. Flow (prot)		1710	4839			1711	4912			1770	1583	
Flt Permitted		0.09	1.00			0.08	1.00			0.95	1.00	
Satd. Flow (perm)		162	4839			147	4912			1770	1583	
Peak-hour factor, PHF	0.89	0.89	0.89	0.89	0.96	0.96	0.96	0.96	0.91	0.91	0.91	0.75
Adj. Flow (vph)	63	17	1658	153	1	140	1792	9	145	0	103	4
RTOR Reduction (vph)	0	0	4	0	0	0	0	0	0	0	79	0
Lane Group Flow (vph)	0	80	1807	0	0	141	1801	0	0	145	24	0
Confl. Peds. (#/hr)	31	2		11	1	11		2	31		1	1
Confl. Bikes (#/hr)				3				13				
Turn Type	pm+pt	pm+pt	NA		pm+pt	pm+pt	NA		Split	NA	pt+ov	Split
Protected Phases	1	1	6		5!	5	2		4	4	4 5!	3
Permitted Phases	6	6			2!	2						
Actuated Green, G (s)		101.7	94.0			106.9	96.6			17.5	34.9	
Effective Green, g (s)		101.7	94.0			106.9	96.6			17.5	34.9	
Actuated g/C Ratio		0.68	0.63			0.71	0.64			0.12	0.23	
Clearance Time (s)		6.2	6.5			6.2	6.5			7.1		
Vehicle Extension (s)		2.0	1.0			2.0	1.0			3.0		
Lane Grp Cap (vph)		189	3032			212	3163			206	368	
v/s Ratio Prot		0.02	0.37			c0.05	0.37			c0.08	0.02	
v/s Ratio Perm		0.26				c0.43						
v/c Ratio		0.42	0.60			0.67	0.57			0.70	0.07	
Uniform Delay, d1		10.7	16.7			15.2	15.0			63.8	44.8	
Progression Factor		0.89	1.18			1.00	1.00			1.00	1.00	
Incremental Delay, d2		0.5	0.8			6.0	0.7			10.4	0.1	
Delay (s)		10.1	20.5			21.2	15.8			74.2	44.9	
Level of Service		B	C			C	B			E	D	
Approach Delay (s)			20.1				16.2			62.0		
Approach LOS			C				B			E		

Intersection Summary			
HCM 2000 Control Delay	20.8	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.68		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	90.9%	ICU Level of Service	E
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	7.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	1.00	
Flt Protected	0.95	
Satd. Flow (prot)	1770	
Flt Permitted	0.95	
Satd. Flow (perm)	1770	
Peak-hour factor, PHF	0.75	0.75
Adj. Flow (vph)	0	0
RTOR Reduction (vph)	0	0
Lane Group Flow (vph)	4	0
Confl. Peds. (#/hr)		31
Confl. Bikes (#/hr)		3
Turn Type	NA	
Protected Phases	3	
Permitted Phases		
Actuated Green, G (s)	1.4	
Effective Green, g (s)	1.4	
Actuated g/C Ratio	0.01	
Clearance Time (s)	7.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	16	
v/s Ratio Prot	c0.00	
v/s Ratio Perm		
v/c Ratio	0.25	
Uniform Delay, d1	73.8	
Progression Factor	1.00	
Incremental Delay, d2	5.9	
Delay (s)	79.7	
Level of Service	E	
Approach Delay (s)	79.7	
Approach LOS	E	

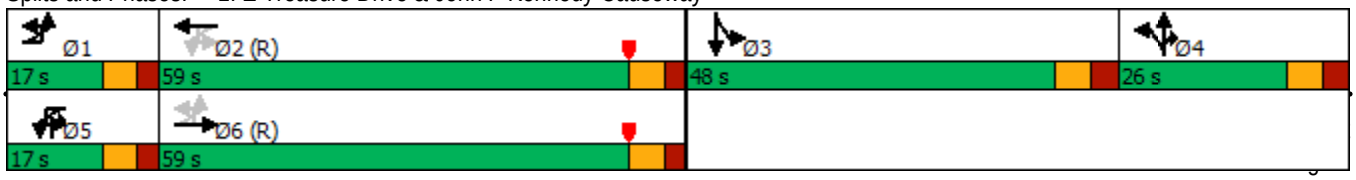
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	56	15	1476	136	1	134	1720	9	132	0	94	3
Future Volume (vph)	56	15	1476	136	1	134	1720	9	132	0	94	3
Confl. Peds. (#/hr)	31	2		11	1	11		2	31		1	1
Confl. Bikes (#/hr)				3				13				
Peak Hour Factor	0.89	0.89	0.89	0.89	0.96	0.96	0.96	0.96	0.91	0.91	0.91	0.75
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	80	1811	0	0	141	1801	0	0	145	103	0
Turn Type	pm+pt	pm+pt	NA		pm+pt	pm+pt	NA		Split	NA	pt+ov	Split
Protected Phases	1	1	6		5!	5	2		4	4	4 5!	3
Permitted Phases	6	6			2!	2						
Detector Phase	1	1	6		5	5	2		4	4	4 5	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	7.0		5.0	5.0	7.0		7.0	7.0		7.0
Minimum Split (s)	11.2	11.2	29.5		11.2	11.2	29.5		14.1	14.1		47.0
Total Split (s)	17.0	17.0	59.0		17.0	17.0	59.0		26.0	26.0		48.0
Total Split (%)	11.3%	11.3%	39.3%		11.3%	11.3%	39.3%		17.3%	17.3%		32.0%
Yellow Time (s)	3.7	3.7	4.0		3.7	3.7	4.0		4.0	4.0		4.0
All-Red Time (s)	2.5	2.5	2.5		2.5	2.5	2.5		3.1	3.1		3.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.2	6.5			6.2	6.5			7.1		
Lead/Lag	Lead	Lead	Lag		Lead	Lead	Lag		Lag	Lag		Lead
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes		Yes	Yes		Yes
Recall Mode	None	None	C-Max		None	None	C-Max		None	None		None
v/c Ratio		0.41	0.56			0.65	0.54			0.70	0.24	
Control Delay		11.4	19.0			28.2	14.5			81.3	8.1	
Queue Delay		0.0	0.0			0.0	0.0			0.0	0.0	
Total Delay		11.4	19.0			28.2	14.5			81.3	8.1	
Queue Length 50th (ft)		11	433			27	278			139	0	
Queue Length 95th (ft)		57	688			121	512			208	45	
Internal Link Dist (ft)			291				746			1372		
Turn Bay Length (ft)		100				50						
Base Capacity (vph)		233	3216			238	3344			237	438	
Starvation Cap Reductn		0	0			0	0			0	0	
Spillback Cap Reductn		0	0			0	0			0	0	
Storage Cap Reductn		0	0			0	0			0	0	
Reduced v/c Ratio		0.34	0.56			0.59	0.54			0.61	0.24	

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 146 (97%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 135
Control Type: Actuated-Coordinated
! Phase conflict between lane groups.

Splits and Phases: 1: E Treasure Drive & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Confl. Peds. (#/hr)		31
Confl. Bikes (#/hr)		3
Peak Hour Factor	0.75	0.75
Shared Lane Traffic (%)		
Lane Group Flow (vph)	4	0
Turn Type	NA	
Protected Phases	3	
Permitted Phases		
Detector Phase	3	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	47.0	
Total Split (s)	48.0	
Total Split (%)	32.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	3.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	7.0	
Lead/Lag	Lead	
Lead-Lag Optimize?	Yes	
Recall Mode	None	
v/c Ratio	0.05	
Control Delay	69.7	
Queue Delay	0.0	
Total Delay	69.7	
Queue Length 50th (ft)	4	
Queue Length 95th (ft)	14	
Internal Link Dist (ft)	253	
Turn Bay Length (ft)		
Base Capacity (vph)	483	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.01	

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	9	92	1622	3	3	4	1395	24	7	0	0	32
Future Volume (vph)	9	92	1622	3	3	4	1395	24	7	0	0	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1744	4963			1745	4951			1805		
Flt Permitted		0.14	1.00			0.09	1.00			0.58		
Satd. Flow (perm)		264	4963			173	4951			1098		
Peak-hour factor, PHF	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.92
Adj. Flow (vph)	10	106	1864	3	3	4	1500	26	9	0	0	35
RTOR Reduction (vph)	0	0	0	0	0	0	1	0	0	0	0	0
Lane Group Flow (vph)	0	116	1867	0	0	7	1525	0	0	9	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		114.0	114.0			114.0	114.0			24.0		
Effective Green, g (s)		114.0	114.0			114.0	114.0			24.0		
Actuated g/C Ratio		0.76	0.76			0.76	0.76			0.16		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		200	3771			131	3762			175		
v/s Ratio Prot			0.38				0.31					
v/s Ratio Perm		c0.44				0.04				0.01		
v/c Ratio		0.58	0.50			0.05	0.41			0.05		
Uniform Delay, d1		7.7	6.9			4.5	6.2			53.4		
Progression Factor		1.00	1.00			0.70	0.69			1.00		
Incremental Delay, d2		11.7	0.5			0.7	0.3			0.6		
Delay (s)		19.4	7.4			3.9	4.6			53.9		
Level of Service		B	A			A	A			D		
Approach Delay (s)			8.1				4.6			53.9		
Approach LOS			A				A			D		

Intersection Summary			
HCM 2000 Control Delay	8.4	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.52		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	58.3%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	80
Future Volume (vph)	0	80
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.90	
Flt Protected	0.99	
Satd. Flow (prot)	1693	
Flt Permitted	0.91	
Satd. Flow (perm)	1560	
Peak-hour factor, PHF	0.92	0.92
Adj. Flow (vph)	0	87
RTOR Reduction (vph)	60	0
Lane Group Flow (vph)	62	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	24.0	
Effective Green, g (s)	24.0	
Actuated g/C Ratio	0.16	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	249	
v/s Ratio Prot		
v/s Ratio Perm	c0.04	
v/c Ratio	0.25	
Uniform Delay, d1	55.1	
Progression Factor	1.00	
Incremental Delay, d2	2.4	
Delay (s)	57.5	
Level of Service	E	
Approach Delay (s)	57.5	
Approach LOS	E	

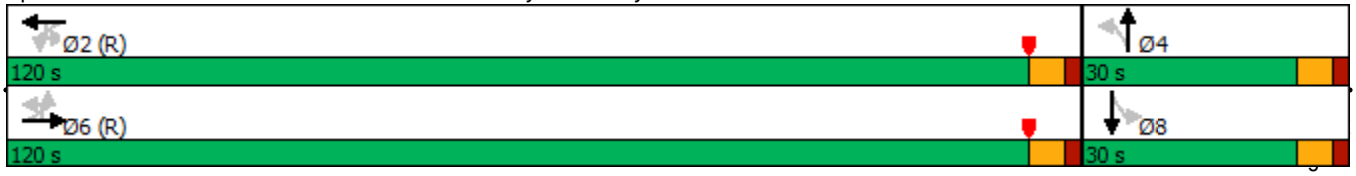
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	9	92	1622	3	3	4	1395	24	7	0	0	32
Future Volume (vph)	9	92	1622	3	3	4	1395	24	7	0	0	32
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.92
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	116	1867	0	0	7	1526	0	0	9	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	120.0	120.0	120.0		120.0	120.0	120.0		30.0	30.0		30.0
Total Split (%)	80.0%	80.0%	80.0%		80.0%	80.0%	80.0%		20.0%	20.0%		20.0%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		0.58	0.49			0.05	0.41			0.05		
Control Delay		21.5	7.5			4.1	4.6			54.4		
Queue Delay		0.0	0.0			0.0	0.0			0.0		
Total Delay		21.5	7.5			4.1	4.6			54.4		
Queue Length 50th (ft)		43	228			1	142			8		
Queue Length 95th (ft)		112	241			m2	80			21		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		200	3772			131	3761			175		
Starvation Cap Reductn		0	0			0	0			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		0.58	0.49			0.05	0.41			0.05		

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 100
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	80
Future Volume (vph)	0	80
Confl. Peds. (#/hr)		
Peak Hour Factor	0.92	0.92
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	122	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	30.0	
Total Split (%)	20.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.39	
Control Delay	28.9	
Queue Delay	0.0	
Total Delay	28.9	
Queue Length 50th (ft)	44	
Queue Length 95th (ft)	110	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	309	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.39	

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	16	116	1588	8	7	2	1853	36	2	0	0	38
Future Volume (vph)	16	116	1588	8	7	2	1853	36	2	0	0	38
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1745	5010			1745	4949			1805		
Flt Permitted		0.07	1.00			0.10	1.00			0.58		
Satd. Flow (perm)		126	5010			176	4949			1107		
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.94	0.94	0.94	0.94	0.25	0.25	0.25	0.65
Adj. Flow (vph)	18	129	1764	9	7	2	1971	38	8	0	0	58
RTOR Reduction (vph)	0	0	0	0	0	0	1	0	0	0	0	0
Lane Group Flow (vph)	0	147	1773	0	0	9	2008	0	0	8	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	10%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		102.0	102.0			102.0	102.0			36.0		
Effective Green, g (s)		102.0	102.0			102.0	102.0			36.0		
Actuated g/C Ratio		0.68	0.68			0.68	0.68			0.24		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		85	3406			119	3365			265		
v/s Ratio Prot			0.35				0.41					
v/s Ratio Perm		c1.16				0.05				0.01		
v/c Ratio		1.73	0.52			0.08	0.60			0.03		
Uniform Delay, d1		24.0	11.9			8.1	12.9			43.6		
Progression Factor		1.00	1.00			1.53	1.07			1.00		
Incremental Delay, d2		372.5	0.6			1.1	0.7			0.2		
Delay (s)		396.5	12.5			13.5	14.5			43.8		
Level of Service		F	B			B	B			D		
Approach Delay (s)			41.9				14.5			43.8		
Approach LOS			D				B			D		

Intersection Summary			
HCM 2000 Control Delay	28.8	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	1.38		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	64.8%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	69
Future Volume (vph)	0	69
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.91	
Flt Protected	0.98	
Satd. Flow (prot)	1646	
Flt Permitted	0.89	
Satd. Flow (perm)	1485	
Peak-hour factor, PHF	0.65	0.65
Adj. Flow (vph)	0	106
RTOR Reduction (vph)	17	0
Lane Group Flow (vph)	147	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	36.0	
Effective Green, g (s)	36.0	
Actuated g/C Ratio	0.24	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	356	
v/s Ratio Prot		
v/s Ratio Perm	c0.10	
v/c Ratio	0.41	
Uniform Delay, d1	48.1	
Progression Factor	1.00	
Incremental Delay, d2	3.5	
Delay (s)	51.6	
Level of Service	D	
Approach Delay (s)	51.6	
Approach LOS	D	

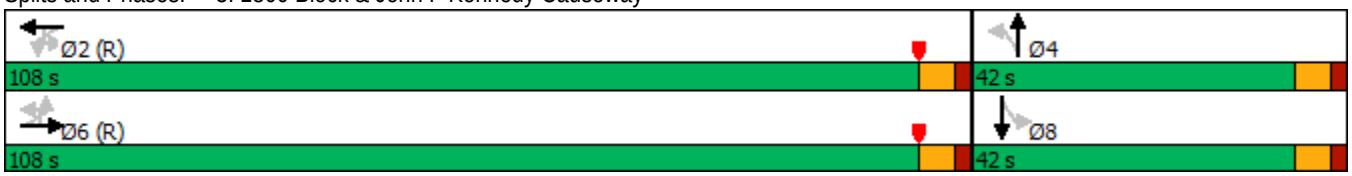
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	16	116	1588	8	7	2	1853	36	2	0	0	38
Future Volume (vph)	16	116	1588	8	7	2	1853	36	2	0	0	38
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.90	0.90	0.90	0.90	0.94	0.94	0.94	0.94	0.25	0.25	0.25	0.65
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	10%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	147	1773	0	0	9	2009	0	0	8	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	108.0	108.0	108.0		108.0	108.0	108.0		42.0	42.0		42.0
Total Split (%)	72.0%	72.0%	72.0%		72.0%	72.0%	72.0%		28.0%	28.0%		28.0%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		1.71	0.52			0.08	0.60			0.03		
Control Delay		386.3	12.5			14.4	14.6			44.5		
Queue Delay		0.0	0.0			0.0	0.1			0.0		
Total Delay		386.3	12.5			14.4	14.7			44.5		
Queue Length 50th (ft)		~126	292			3	275			6		
Queue Length 95th (ft)		#278	327			m10	460			6		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		86	3405			119	3365			265		
Starvation Cap Reductn		0	0			0	282			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		1.71	0.52			0.08	0.65			0.03		

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 150
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	69
Future Volume (vph)	0	69
Confl. Peds. (#/hr)		
Peak Hour Factor	0.65	0.65
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	164	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	42.0	
Total Split (%)	28.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.44	
Control Delay	46.0	
Queue Delay	0.0	
Total Delay	46.0	
Queue Length 50th (ft)	119	
Queue Length 95th (ft)	128	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	372	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.44	

Intersection Summary

Future with Project Conditions

Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	35	9	1563	107	119	1195	4	217	1	183	3	4
Future Volume (vph)	35	9	1563	107	119	1195	4	217	1	183	3	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	11	11	12	12	12	12	12	12
Total Lost time (s)		6.2	6.5		6.2	6.5			7.1	7.1		7.0
Lane Util. Factor		1.00	0.91		1.00	0.91			1.00	1.00		1.00
Frpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Flpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Frt		1.00	0.99		1.00	1.00			1.00	0.85		1.00
Flt Protected		0.95	1.00		0.95	1.00			0.95	1.00		0.98
Satd. Flow (prot)		1744	4762		1745	4913			1792	1583		1859
Flt Permitted		0.18	1.00		0.05	1.00			0.95	1.00		0.98
Satd. Flow (perm)		326	4762		91	4913			1792	1583		1859
Peak-hour factor, PHF	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.85	0.85	0.85	0.44	0.44
Adj. Flow (vph)	40	10	1776	122	124	1245	4	255	1	215	7	9
RTOR Reduction (vph)	0	0	4	0	0	0	0	0	0	142	0	0
Lane Group Flow (vph)	0	50	1894	0	124	1249	0	0	256	73	0	16
Confl. Peds. (#/hr)		20		20	20		20					
Confl. Bikes (#/hr)										3		
Heavy Vehicles (%)	0%	0%	4%	3%	0%	2%	0%	1%	0%	2%	0%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pt+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	4 5!	3	3
Permitted Phases	6	6			2							
Actuated Green, G (s)		81.4	76.2		91.0	81.0			34.0	51.1		3.0
Effective Green, g (s)		81.4	76.2		91.0	81.0			34.0	51.1		3.0
Actuated g/C Ratio		0.54	0.51		0.61	0.54			0.23	0.34		0.02
Clearance Time (s)		6.2	6.5		6.2	6.5			7.1			7.0
Vehicle Extension (s)		2.0	1.0		2.0	1.0			3.0			2.5
Lane Grp Cap (vph)		226	2419		165	2653			406	539		37
v/s Ratio Prot		0.01	c0.40		c0.05	c0.25			c0.14	0.05		c0.01
v/s Ratio Perm		0.11			0.41							
v/c Ratio		0.22	0.78		0.75	0.47			0.63	0.14		0.43
Uniform Delay, d1		16.7	30.1		36.5	21.3			52.3	34.2		72.7
Progression Factor		0.69	0.79		1.00	1.00			1.00	1.00		1.00
Incremental Delay, d2		0.2	2.4		15.6	0.6			3.2	0.1		5.8
Delay (s)		11.7	26.1		52.2	21.9			55.5	34.3		78.5
Level of Service		B	C		D	C			E	C		E
Approach Delay (s)			25.7			24.6			45.8			78.5
Approach LOS			C			C			D			E

Intersection Summary			
HCM 2000 Control Delay	28.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.73		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	78.8%	ICU Level of Service	D
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group

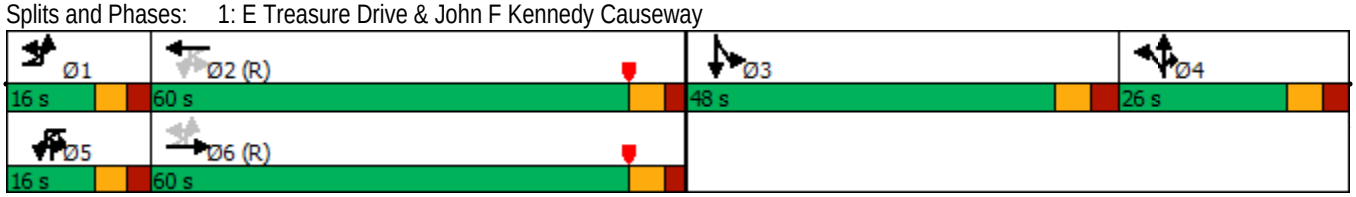
Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Lane Width	12
Total Lost time (s)	
Lane Util. Factor	
Frpb, ped/bikes	
Flpb, ped/bikes	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.44
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	3
Heavy Vehicles (%)	0%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	35	9	1563	107	119	1195	4	217	1	183	3	4
Future Volume (vph)	35	9	1563	107	119	1195	4	217	1	183	3	4
Confl. Peds. (#/hr)		20		20	20		20					
Confl. Bikes (#/hr)										3		
Peak Hour Factor	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.85	0.85	0.85	0.44	0.44
Heavy Vehicles (%)	0%	0%	4%	3%	0%	2%	0%	1%	0%	2%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	50	1898	0	124	1249	0	0	256	215	0	16
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pt+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	4 5!	3	3
Permitted Phases	6	6			2							
Detector Phase	1	1	6		5	2		4	4	4 5	3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	7.0		5.0	7.0		7.0	7.0		7.0	7.0
Minimum Split (s)	11.2	11.2	29.5		11.2	29.5		14.1	14.1		47.0	47.0
Total Split (s)	16.0	16.0	60.0		16.0	60.0		26.0	26.0		48.0	48.0
Total Split (%)	10.7%	10.7%	40.0%		10.7%	40.0%		17.3%	17.3%		32.0%	32.0%
Yellow Time (s)	3.7	3.7	4.0		3.7	4.0		4.0	4.0		4.0	4.0
All-Red Time (s)	2.5	2.5	2.5		2.5	2.5		3.1	3.1		3.0	3.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0			0.0			0.0
Total Lost Time (s)		6.2	6.5		6.2	6.5			7.1			7.0
Lead/Lag	Lead	Lead	Lag		Lead	Lag		Lag	Lag		Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes
Recall Mode	None	None	C-Max		None	C-Max		None	None		None	None
v/c Ratio		0.20	0.74		0.74	0.44			0.63	0.32		0.18
Control Delay		9.9	24.4		56.3	20.2			60.4	5.1		73.1
Queue Delay		0.0	0.0		0.0	0.0			0.0	0.0		0.0
Total Delay		9.9	24.4		56.3	20.2			60.4	5.1		73.1
Queue Length 50th (ft)		7	443		64	222			231	0		15
Queue Length 95th (ft)		25	680		144	353			302	43		20
Internal Link Dist (ft)			291			746			170			253
Turn Bay Length (ft)		100			50							
Base Capacity (vph)		289	2554		181	2830			406	684		508
Starvation Cap Reductn		0	0		0	0			0	0		0
Spillback Cap Reductn		0	0		0	0			0	0		0
Storage Cap Reductn		0	0		0	0			0	0		0
Reduced v/c Ratio		0.17	0.74		0.69	0.44			0.63	0.31		0.03

Intersection Summary
Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated

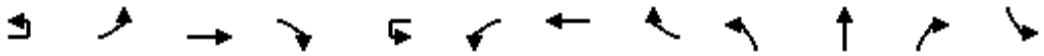
! Phase conflict between lane groups.

Splits and Phases: 1: E Treasure Drive & John F Kennedy Causeway



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	3
Peak Hour Factor	0.44
Heavy Vehicles (%)	0%
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Recall Mode	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	107	15	1503	140	1	157	1738	9	161	0	102	3
Future Volume (vph)	107	15	1503	140	1	157	1738	9	161	0	102	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	12	12	12	12	12
Total Lost time (s)		6.2	6.5			6.2	6.5			7.1	6.2	
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00	1.00	
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00	0.99	
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00	1.00	
Frt		1.00	0.99			1.00	1.00			1.00	0.85	
Flt Protected		0.95	1.00			0.95	1.00			0.95	1.00	
Satd. Flow (prot)		1745	4848			1711	4864			1805	1565	
Flt Permitted		0.08	1.00			0.07	1.00			0.95	1.00	
Satd. Flow (perm)		144	4848			127	4864			1805	1565	
Peak-hour factor, PHF	0.89	0.89	0.89	0.89	0.96	0.96	0.96	0.96	0.91	0.91	0.91	0.75
Adj. Flow (vph)	120	17	1689	157	1	164	1810	9	177	0	112	4
RTOR Reduction (vph)	0	0	5	0	0	0	0	0	0	0	86	0
Lane Group Flow (vph)	0	137	1841	0	0	165	1819	0	0	177	26	0
Confl. Peds. (#/hr)	2	10		10	2	10		10	2		2	2
Confl. Bikes (#/hr)											5	
Heavy Vehicles (%)	0%	0%	2%	0%	0%	2%	3%	0%	0%	0%	2%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	pm+pt	NA		Split	NA	pm+ov	Split
Protected Phases	1	1	6		5!	5	2		4	4	5!	3
Permitted Phases	6	6			2!	2					4	
Actuated Green, G (s)		99.7	87.2			103.1	88.9			20.4	34.6	
Effective Green, g (s)		99.7	87.2			103.1	88.9			20.4	34.6	
Actuated g/C Ratio		0.66	0.58			0.69	0.59			0.14	0.23	
Clearance Time (s)		6.2	6.5			6.2	6.5			7.1	6.2	
Vehicle Extension (s)		2.0	1.0			2.0	1.0			3.0	2.0	
Lane Grp Cap (vph)		229	2818			237	2882			245	360	
v/s Ratio Prot		0.05	0.38			c0.07	0.37			c0.10	0.01	
v/s Ratio Perm		0.35				c0.41					0.01	
v/c Ratio		0.60	0.65			0.70	0.63			0.72	0.07	
Uniform Delay, d1		16.4	21.2			29.0	19.9			62.1	45.1	
Progression Factor		0.74	1.19			1.00	1.00			1.00	1.00	
Incremental Delay, d2		2.5	1.1			7.0	1.1			10.1	0.0	
Delay (s)		14.6	26.2			36.0	20.9			72.1	45.2	
Level of Service		B	C			D	C			E	D	
Approach Delay (s)			25.4				22.2			61.7		
Approach LOS			C				C			E		

Intersection Summary			
HCM 2000 Control Delay	26.4	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.70		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	76.7%	ICU Level of Service	D
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	7.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	1.00	
Flt Protected	0.95	
Satd. Flow (prot)	1805	
Flt Permitted	0.95	
Satd. Flow (perm)	1805	
Peak-hour factor, PHF	0.75	0.75
Adj. Flow (vph)	0	0
RTOR Reduction (vph)	0	0
Lane Group Flow (vph)	4	0
Confl. Peds. (#/hr)		2
Confl. Bikes (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	3	
Permitted Phases		
Actuated Green, G (s)	1.4	
Effective Green, g (s)	1.4	
Actuated g/C Ratio	0.01	
Clearance Time (s)	7.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	16	
v/s Ratio Prot	c0.00	
v/s Ratio Perm		
v/c Ratio	0.25	
Uniform Delay, d1	73.8	
Progression Factor	1.00	
Incremental Delay, d2	5.9	
Delay (s)	79.7	
Level of Service	E	
Approach Delay (s)	79.7	
Approach LOS	E	

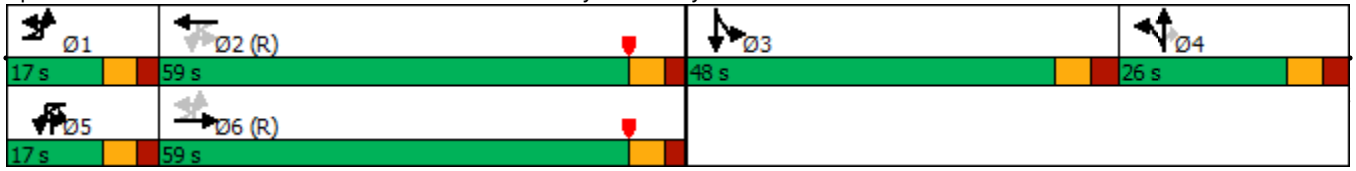
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	107	15	1503	140	1	157	1738	9	161	0	102	3
Future Volume (vph)	107	15	1503	140	1	157	1738	9	161	0	102	3
Confl. Peds. (#/hr)	2	10		10	2	10		10	2		2	2
Confl. Bikes (#/hr)											5	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.96	0.96	0.96	0.96	0.91	0.91	0.91	0.75
Heavy Vehicles (%)	0%	0%	2%	0%	0%	2%	3%	0%	0%	0%	2%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	137	1846	0	0	165	1819	0	0	177	112	0
Turn Type	pm+pt	pm+pt	NA		pm+pt	pm+pt	NA		Split	NA	pm+ov	Split
Protected Phases	1	1	6		5!	5	2		4	4	5!	3
Permitted Phases	6	6			2!	2					4	
Detector Phase	1	1	6		5	5	2		4	4	5	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	7.0		5.0	5.0	7.0		7.0	7.0	5.0	7.0
Minimum Split (s)	11.2	11.2	29.5		11.2	11.2	29.5		14.1	14.1	11.2	47.0
Total Split (s)	17.0	17.0	59.0		17.0	17.0	59.0		26.0	26.0	17.0	48.0
Total Split (%)	11.3%	11.3%	39.3%		11.3%	11.3%	39.3%		17.3%	17.3%	11.3%	32.0%
Yellow Time (s)	3.7	3.7	4.0		3.7	3.7	4.0		4.0	4.0	3.7	4.0
All-Red Time (s)	2.5	2.5	2.5		2.5	2.5	2.5		3.1	3.1	2.5	3.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0	0.0	
Total Lost Time (s)		6.2	6.5			6.2	6.5			7.1	6.2	
Lead/Lag	Lead	Lead	Lag		Lead	Lead	Lag		Lag	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes		Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Max		None	None	C-Max		None	None	None	None
v/c Ratio		0.58	0.61			0.68	0.59			0.72	0.25	
Control Delay		21.6	24.2			40.4	19.6			78.4	7.0	
Queue Delay		0.0	0.0			0.0	0.0			0.0	0.0	
Total Delay		21.6	24.2			40.4	19.6			78.4	7.0	
Queue Length 50th (ft)		15	495			71	348			168	0	
Queue Length 95th (ft)		121	715			171	597			244	43	
Internal Link Dist (ft)			291				746			176		
Turn Bay Length (ft)		100				50						
Base Capacity (vph)		246	3004			241	3065			260	455	
Starvation Cap Reductn		0	0			0	0			0	0	
Spillback Cap Reductn		0	0			0	0			0	0	
Storage Cap Reductn		0	0			0	0			0	0	
Reduced v/c Ratio		0.56	0.61			0.68	0.59			0.68	0.25	

Intersection Summary
Cycle Length: 150
Actuated Cycle Length: 150
Offset: 146 (97%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated

! Phase conflict between lane groups.

Splits and Phases: 1: E Treasure Drive & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Confl. Peds. (#/hr)		2
Confl. Bikes (#/hr)		
Peak Hour Factor	0.75	0.75
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	4	0
Turn Type	NA	
Protected Phases	3	
Permitted Phases		
Detector Phase	3	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	47.0	
Total Split (s)	48.0	
Total Split (%)	32.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	3.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	7.0	
Lead/Lag	Lead	
Lead-Lag Optimize?	Yes	
Recall Mode	None	
v/c Ratio	0.05	
Control Delay	69.7	
Queue Delay	0.0	
Total Delay	69.7	
Queue Length 50th (ft)	4	
Queue Length 95th (ft)	14	
Internal Link Dist (ft)	253	
Turn Bay Length (ft)		
Base Capacity (vph)	493	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.01	

Intersection Summary

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1660	63	11	1466	0	0	0	56	0	0	0
Future Vol, veh/h	0	1660	63	11	1466	0	0	0	56	0	0	0
Conflicting Peds, #/hr	6	0	10	10	0	6	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	50	-	-	95	-	-	-	-	0	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	1747	66	12	1543	0	0	0	59	0	0	0

Major/Minor	Major1			Major2			Minor1		
Conflicting Flow All	1549	0	0	1823	0	0	-	-	917
Stage 1	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-
Critical Hdwy	5.34	-	-	5.34	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.12	-	-	3.12	-	-	-	-	3.92
Pot Cap-1 Maneuver	211	-	-	154	-	-	0	0	236
Stage 1	-	-	-	-	-	-	0	0	-
Stage 2	-	-	-	-	-	-	0	0	-
Platoon blocked, %		-	-		-	-			
Mov Cap-1 Maneuver	211	-	-	153	-	-	-	0	234
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	0	-
Stage 1	-	-	-	-	-	-	-	0	-
Stage 2	-	-	-	-	-	-	-	0	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	25.5
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR
Capacity (veh/h)	234	211	-	-	153	-	-
HCM Lane V/C Ratio	0.252	-	-	-	0.076	-	-
HCM Control Delay (s)	25.5	0	-	-	30.4	-	-
HCM Lane LOS	D	A	-	-	D	-	-
HCM 95th %tile Q(veh)	1	0	-	-	0.2	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1616	121	22	1957	0	0	0	106	0	0	0
Future Vol, veh/h	0	1616	121	22	1957	0	0	0	106	0	0	0
Conflicting Peds, #/hr	6	0	10	10	0	6	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	50	-	-	95	-	-	-	-	0	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	1701	127	23	2060	0	0	0	112	0	0	0

Major/Minor	Major1			Major2			Minor1		
Conflicting Flow All	2066	0	0	1838	0	0	-	-	924
Stage 1	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-
Critical Hdwy	5.34	-	-	5.34	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.12	-	-	3.12	-	-	-	-	3.92
Pot Cap-1 Maneuver	116	-	-	151	-	-	0	0	233
Stage 1	-	-	-	-	-	-	0	0	-
Stage 2	-	-	-	-	-	-	0	0	-
Platoon blocked, %		-	-		-	-			
Mov Cap-1 Maneuver	116	-	-	150	-	-	-	0	231
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	0	-
Stage 1	-	-	-	-	-	-	-	0	-
Stage 2	-	-	-	-	-	-	-	0	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.4	34.3
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR
Capacity (veh/h)	231	116	-	-	150	-	-
HCM Lane V/C Ratio	0.483	-	-	-	0.154	-	-
HCM Control Delay (s)	34.3	0	-	-	33.3	-	-
HCM Lane LOS	D	A	-	-	D	-	-
HCM 95th %tile Q(veh)	2.4	0	-	-	0.5	-	-

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Future Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1744	4963			1745	4951			1805		
Flt Permitted		0.13	1.00			0.09	1.00			0.58		
Satd. Flow (perm)		244	4963			158	4951			1098		
Peak-hour factor, PHF	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.92
Adj. Flow (vph)	10	106	1931	3	3	4	1565	26	9	0	0	35
RTOR Reduction (vph)	0	0	0	0	0	0	1	0	0	0	0	0
Lane Group Flow (vph)	0	116	1934	0	0	7	1590	0	0	9	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		114.0	114.0			114.0	114.0			24.0		
Effective Green, g (s)		114.0	114.0			114.0	114.0			24.0		
Actuated g/C Ratio		0.76	0.76			0.76	0.76			0.16		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		185	3771			120	3762			175		
v/s Ratio Prot			0.39				0.32					
v/s Ratio Perm		c0.48				0.04				0.01		
v/c Ratio		0.63	0.51			0.06	0.42			0.05		
Uniform Delay, d1		8.3	7.1			4.5	6.4			53.4		
Progression Factor		1.00	1.00			0.60	0.62			1.00		
Incremental Delay, d2		15.0	0.5			0.8	0.3			0.6		
Delay (s)		23.3	7.6			3.6	4.3			53.9		
Level of Service		C	A			A	A			D		
Approach Delay (s)			8.5				4.3			53.9		
Approach LOS			A				A			D		

Intersection Summary			
HCM 2000 Control Delay	8.4	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.56		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	59.4%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	80
Future Volume (vph)	0	80
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.90	
Flt Protected	0.99	
Satd. Flow (prot)	1693	
Flt Permitted	0.91	
Satd. Flow (perm)	1560	
Peak-hour factor, PHF	0.92	0.92
Adj. Flow (vph)	0	87
RTOR Reduction (vph)	57	0
Lane Group Flow (vph)	65	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	24.0	
Effective Green, g (s)	24.0	
Actuated g/C Ratio	0.16	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	249	
v/s Ratio Prot		
v/s Ratio Perm	c0.04	
v/c Ratio	0.26	
Uniform Delay, d1	55.2	
Progression Factor	1.00	
Incremental Delay, d2	2.5	
Delay (s)	57.8	
Level of Service	E	
Approach Delay (s)	57.8	
Approach LOS	E	

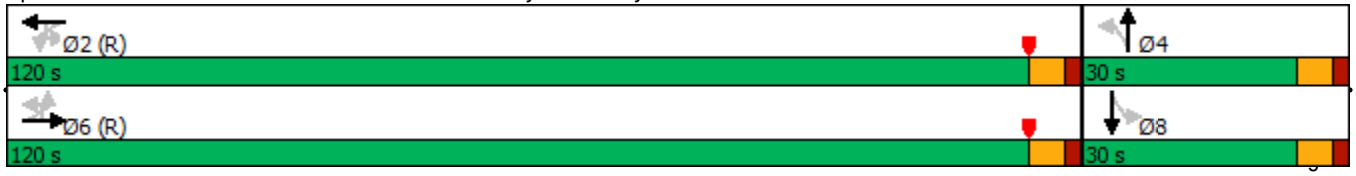
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Future Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.92
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	116	1934	0	0	7	1591	0	0	9	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	120.0	120.0	120.0		120.0	120.0	120.0		30.0	30.0		30.0
Total Split (%)	80.0%	80.0%	80.0%		80.0%	80.0%	80.0%		20.0%	20.0%		20.0%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		0.63	0.51			0.06	0.42			0.05		
Control Delay		26.3	7.6			3.7	4.3			54.4		
Queue Delay		0.0	0.0			0.0	0.0			0.0		
Total Delay		26.3	7.6			3.7	4.3			54.4		
Queue Length 50th (ft)		46	241			1	142			8		
Queue Length 95th (ft)		135	253			m2	64			21		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		185	3772			120	3765			175		
Starvation Cap Reductn		0	0			0	225			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		0.63	0.51			0.06	0.45			0.05		

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 110
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	80
Future Volume (vph)	0	80
Confl. Peds. (#/hr)		
Peak Hour Factor	0.92	0.92
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	122	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	30.0	
Total Split (%)	20.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.40	
Control Delay	30.2	
Queue Delay	0.0	
Total Delay	30.2	
Queue Length 50th (ft)	47	
Queue Length 95th (ft)	113	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	306	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.40	

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Future Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1744	4963			1745	4951			1805		
Flt Permitted		0.12	1.00			0.08	1.00			0.66		
Satd. Flow (perm)		227	4963			141	4951			1251		
Peak-hour factor, PHF	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.92
Adj. Flow (vph)	10	106	1931	3	3	4	1565	26	9	0	0	35
RTOR Reduction (vph)	0	0	0	0	0	0	2	0	0	0	0	0
Lane Group Flow (vph)	0	116	1934	0	0	7	1589	0	0	9	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		73.0	73.0			73.0	73.0			25.0		
Effective Green, g (s)		73.0	73.0			73.0	73.0			25.0		
Actuated g/C Ratio		0.66	0.66			0.66	0.66			0.23		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		150	3293			93	3285			284		
v/s Ratio Prot			0.39				0.32					
v/s Ratio Perm		c0.51				0.05				0.01		
v/c Ratio		0.77	0.59			0.08	0.48			0.03		
Uniform Delay, d1		12.8	10.2			6.5	9.2			33.1		
Progression Factor		1.00	1.00			1.00	1.00			1.00		
Incremental Delay, d2		31.3	0.8			1.6	0.5			0.2		
Delay (s)		44.1	11.0			8.1	9.7			33.3		
Level of Service		D	B			A	A			C		
Approach Delay (s)			12.8				9.7			33.3		
Approach LOS			B				A			C		

Intersection Summary			
HCM 2000 Control Delay	12.3	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.64		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	59.4%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	80
Future Volume (vph)	0	80
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.90	
Flt Protected	0.99	
Satd. Flow (prot)	1693	
Flt Permitted	0.92	
Satd. Flow (perm)	1574	
Peak-hour factor, PHF	0.92	0.92
Adj. Flow (vph)	0	87
RTOR Reduction (vph)	34	0
Lane Group Flow (vph)	88	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	25.0	
Effective Green, g (s)	25.0	
Actuated g/C Ratio	0.23	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	357	
v/s Ratio Prot		
v/s Ratio Perm	c0.06	
v/c Ratio	0.25	
Uniform Delay, d1	34.8	
Progression Factor	1.00	
Incremental Delay, d2	1.6	
Delay (s)	36.4	
Level of Service	D	
Approach Delay (s)	36.4	
Approach LOS	D	

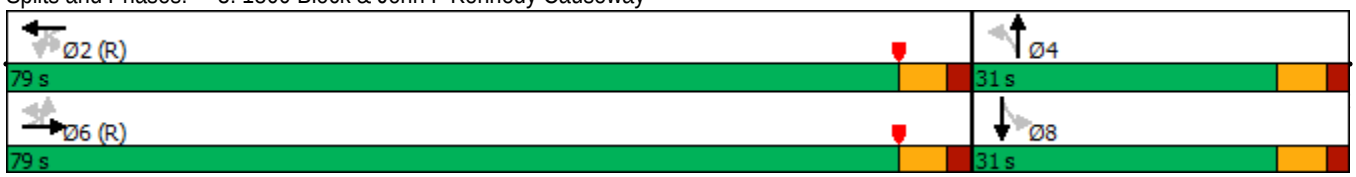
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Future Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.92
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	116	1934	0	0	7	1591	0	0	9	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	79.0	79.0	79.0		79.0	79.0	79.0		31.0	31.0		31.0
Total Split (%)	71.8%	71.8%	71.8%		71.8%	71.8%	71.8%		28.2%	28.2%		28.2%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		0.77	0.59			0.08	0.48			0.03		
Control Delay		48.9	11.1			8.9	9.7			33.7		
Queue Delay		0.0	0.0			0.0	0.0			0.0		
Total Delay		48.9	11.1			8.9	9.7			33.7		
Queue Length 50th (ft)		51	250			2	184			5		
Queue Length 95th (ft)		#167	273			8	216			16		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		151	3294			93	3289			284		
Starvation Cap Reductn		0	0			0	0			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		0.77	0.59			0.08	0.48			0.03		

Intersection Summary

Cycle Length: 110
Actuated Cycle Length: 110
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 110
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	80
Future Volume (vph)	0	80
Confl. Peds. (#/hr)		
Peak Hour Factor	0.92	0.92
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	122	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	31.0	
Total Split (%)	28.2%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.31	
Control Delay	25.0	
Queue Delay	0.0	
Total Delay	25.0	
Queue Length 50th (ft)	45	
Queue Length 95th (ft)	98	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	391	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.31	

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	16	116	1660	8	7	2	1910	36	2	0	0	38
Future Volume (vph)	16	116	1660	8	7	2	1910	36	2	0	0	38
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1745	5010			1745	4950			1805		
Flt Permitted		0.06	1.00			0.09	1.00			0.58		
Satd. Flow (perm)		116	5010			158	4950			1107		
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.94	0.94	0.94	0.94	0.25	0.25	0.25	0.65
Adj. Flow (vph)	18	129	1844	9	7	2	2032	38	8	0	0	58
RTOR Reduction (vph)	0	0	0	0	0	0	1	0	0	0	0	0
Lane Group Flow (vph)	0	147	1853	0	0	9	2069	0	0	8	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	10%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		102.0	102.0			102.0	102.0			36.0		
Effective Green, g (s)		102.0	102.0			102.0	102.0			36.0		
Actuated g/C Ratio		0.68	0.68			0.68	0.68			0.24		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		78	3406			107	3366			265		
v/s Ratio Prot			0.37				0.42					
v/s Ratio Perm		c1.27				0.06				0.01		
v/c Ratio		1.88	0.54			0.08	0.61			0.03		
Uniform Delay, d1		24.0	12.2			8.1	13.2			43.6		
Progression Factor		1.00	1.00			1.79	1.19			1.00		
Incremental Delay, d2		442.3	0.6			1.2	0.7			0.2		
Delay (s)		466.3	12.8			15.9	16.4			43.8		
Level of Service		F	B			B	B			D		
Approach Delay (s)			46.1				16.4			43.8		
Approach LOS			D				B			D		

Intersection Summary			
HCM 2000 Control Delay	31.8	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	1.49		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	65.9%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	69
Future Volume (vph)	0	69
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.91	
Flt Protected	0.98	
Satd. Flow (prot)	1646	
Flt Permitted	0.89	
Satd. Flow (perm)	1485	
Peak-hour factor, PHF	0.65	0.65
Adj. Flow (vph)	0	106
RTOR Reduction (vph)	17	0
Lane Group Flow (vph)	147	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	36.0	
Effective Green, g (s)	36.0	
Actuated g/C Ratio	0.24	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	356	
v/s Ratio Prot		
v/s Ratio Perm	c0.10	
v/c Ratio	0.41	
Uniform Delay, d1	48.1	
Progression Factor	1.00	
Incremental Delay, d2	3.5	
Delay (s)	51.6	
Level of Service	D	
Approach Delay (s)	51.6	
Approach LOS	D	

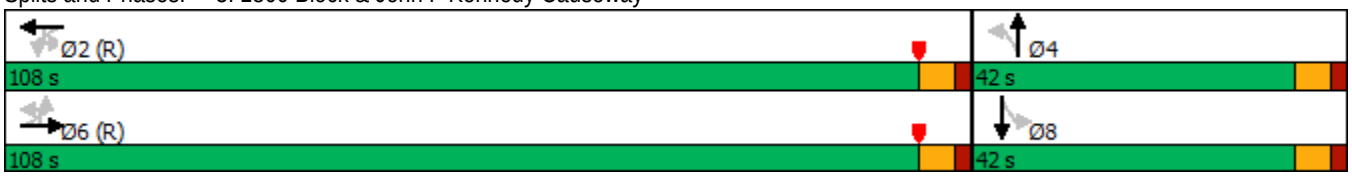
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	16	116	1660	8	7	2	1910	36	2	0	0	38
Future Volume (vph)	16	116	1660	8	7	2	1910	36	2	0	0	38
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.90	0.90	0.90	0.90	0.94	0.94	0.94	0.94	0.25	0.25	0.25	0.65
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	10%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	147	1853	0	0	9	2070	0	0	8	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	108.0	108.0	108.0		108.0	108.0	108.0		42.0	42.0		42.0
Total Split (%)	72.0%	72.0%	72.0%		72.0%	72.0%	72.0%		28.0%	28.0%		28.0%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		1.88	0.54			0.08	0.62			0.03		
Control Delay		463.9	12.9			17.1	16.6			44.5		
Queue Delay		0.0	0.0			0.0	0.2			0.0		
Total Delay		463.9	12.9			17.1	16.8			44.5		
Queue Length 50th (ft)		~141	313			3	275			6		
Queue Length 95th (ft)		#293	349			m10	602			6		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		78	3406			107	3365			265		
Starvation Cap Reductn		0	0			0	416			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		1.88	0.54			0.08	0.70			0.03		

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 150
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	69
Future Volume (vph)	0	69
Confl. Peds. (#/hr)		
Peak Hour Factor	0.65	0.65
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	164	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	42.0	
Total Split (%)	28.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.44	
Control Delay	46.0	
Queue Delay	0.0	
Total Delay	46.0	
Queue Length 50th (ft)	119	
Queue Length 95th (ft)	128	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	372	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.44	

Intersection Summary

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	39	17	17	363	210	20
Future Vol, veh/h	39	17	17	363	210	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	41	18	18	382	221	21

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	459	121	242	0	-	0
Stage 1	232	-	-	-	-	-
Stage 2	227	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	531	908	1322	-	-	-
Stage 1	785	-	-	-	-	-
Stage 2	789	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	522	908	1322	-	-	-
Mov Cap-2 Maneuver	522	-	-	-	-	-
Stage 1	772	-	-	-	-	-
Stage 2	789	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	11.7	0.4	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1322	-	599	-	-
HCM Lane V/C Ratio	0.014	-	0.098	-	-
HCM Control Delay (s)	7.8	0.1	11.7	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Intersection	
Int Delay, s/veh	2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	50	31	32	213	259	39
Future Vol, veh/h	50	31	32	213	259	39
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	53	33	34	224	273	41

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	474	157	314	0	-	0
Stage 1	294	-	-	-	-	-
Stage 2	180	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	519	861	1243	-	-	-
Stage 1	730	-	-	-	-	-
Stage 2	833	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	503	861	1243	-	-	-
Mov Cap-2 Maneuver	503	-	-	-	-	-
Stage 1	707	-	-	-	-	-
Stage 2	833	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12	1.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1243	-	598	-	-
HCM Lane V/C Ratio	0.027	-	0.143	-	-
HCM Control Delay (s)	8	0.1	12	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.5	-	-

Appendix E
Committed Roadway and Committed Development Documentation

Isle of Dreams

Property Records
in Isle of Dreams

237

Details

Qty of Buildings:	1
Stories:	32
Height:	340
# of Bedrooms:	1 Bed, 2 Bed
Address:	1415 NE 79th Street Cswy
Development Type:	Condominium Subdivision
Status:	On Hold
Class:	High-rise
Building Views:	Water, Skyline

Isle of Dreams

20105

Proposed ITE Land Use Designation[1]	Number of Units	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
		In	Out	Total	In	Out	Total
Multifamily Housing (High-Rise) *Land Use Code: 222*	237 DU	19	60	79	54	35	89
Retail *Land Use Code: 820*	9,000 SF	5	3	8	44	48	92
Total Gross Trips		**24**	**63**	**87**	**98**	**83**	**181**
Internalization [2] 2.3%/17.7% (AM/PM)		-1	-1	-2	-16	-16	-32
Other Modes of Transportation[3] 15.8%		-4	-9	-13	-13	-11	-24
Retail Pass-by (PM)[3] 34%		0	0	0	-11	-11	-22
Net Proposed Trips		**19**	**53**	**72**	**58**	**45**	**103**

[1]Based on ITE Trip Generation, 10th Edition.

[2]Based on ITE Trip Generation Handbook, 3rd Edition.

[3]Based on ITE Trip Generation Handbook, 3rd Edition.

[4]Based on US Census tract 39.17.

AM Peak Hour Trip Generation and Internalization

Shoma N Bay Village-Ilse of Dreams Committed Development

Multifamily High-Rise Land Use 222 237 Units		Retail Land Use 820 9,000 Sq Ft		
In	**Out**	**In**	**Out**	
19	**60**	**5**	**3**	87 ITE Trips
UNBALANCED INTERNALIZATION				
1% *1*		*17%* *1*		
	1			
2% *0*			*14%* *0*	
	0			
Multifamily High-Rise		**Retail**		
In	**Out**	**In**	**Out**	
19	**60**	**5**	**3**	87 Vehicle Trips
BALANCED INTERNALIZATION				
	-1		*-1*	
0				
			0	
0	-1	-1	0	-2 Internal
19	59	4	3	85 External Trips
	1.3%		*12.5%*	*2.3%* % Internal
-3	-9	-1	0	-13 15.8% Transit/Pedestrian
16	**50**	**3**	**3**	**72**
0	0			0 0% Passby Residential
		0	0	0 0% Passby Retail
16	**50**	**3**	**3**	**72 Net New External Trips**

PM Peak Hour Trip Generation and Internalization

Shoma N Bay Village-Ilse of Dreams Committed Development

Multifamily High-Rise Land Use 222 237 Units			Retail Land Use 820 9,000 Sq Ft		
In	**Out**		**In**	**Out**	
54	**35**		**44**	**48**	181 ITE Trips
UNBALANCED INTERNALIZATION					
	42% 15	***4***	*10%* 4		
46% 25		***12***		*26%* 12	
Multifamily High-Rise			**Retail**		
In	**Out**		**In**	**Out**	
54	**35**		**44**	**48**	181 Vehicle Trips
BALANCED INTERNALIZATION					
	-4		*-4*		
-12				*-12*	
-12	-4		-4	-12	-32 Internal
42	31		40	36	149 External Trips
	18.0%			*17.4%*	*17.7%* % Internal
-7	-5		-6	-6	-24 15.8% Transit/Pedestrian
35	**26**		**34**	**30**	**125**
0	0				0 0% Passby Residential
			-11	-11	-22 34% Passby Retail
35	**26**		**23**	**19**	**103 Net New External Trips**

Com Dev
Isle of Dream

25

20105

43

10

22

TRAFFIC IMPACT ANALYSIS FOR

1819 & 1855 79TH STREET KENNEDY CAUSEWAY MIXED-USE DEVELOPMENT

DATE:
December 1, 2022

LOCATION:
North Bay Village, Florida

PREPARED FOR:
North Bay Village Holdings, LLC

PREPARED BY:
NV5, Inc.
14486 Commerce Way
Miami Lakes, Florida 33016
P: 305.666.3563

NV5
nv5.com

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with NV5, Inc., a corporation authorized to operate as an engineering business, EB-29065, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: 1819 & 1855 79th Street Mixed-Use Development
LOCATION: North Bay Village, Florida
CLIENT: North Bay Village Holdings, LLC

ENGINEER OF RECORD: John Karnowski, PE, Florida License #55261
I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

12-1-2022

Executive Summary

A new mixed-use development is planned for construction along 79th Street/John F Kennedy Causeway (SR 934) in North Bay Village, Florida. The development will consist of a 345-unit residential tower with 273 hotel rooms, 2,594 square feet of retail space and a 15,499 square foot restaurant. The development will be served by two existing driveways along SR 934.

After accounting for multimodal, pass-by and internal capture reductions, the site is expected to generate a net total of 3,296 new daily trips, with 242 occurring during the AM peak hour (121 inbound, 121 outbound) and 223 occurring during the PM peak hour (120 inbound, 103 outbound). The proposed site is currently occupied by a 118-room hotel and 7,500 square foot restaurant, generating approximately 750 daily trips, 82 of which occur during the AM peak hour (44 inbound, 38 outbound) and 54 during the PM peak hour (29 inbound, 25 outbound).

Overall traffic operations at each study intersection are considered satisfactory in 2022 Existing conditions. The minor street approaches at SR 934 & Hispanola Avenue and SR 934 & E Treasure Drive operate at LOS E or F during both peak hours. With three years of background growth and the consideration of adjacent development, overall operations are expected to remain acceptable in 2024 No-Build conditions, while minor street operations continue to operate at LOS E or worse. Queueing analysis during each scenario indicates that left turn queues along SR 934 regularly exceed the provided storage lengths.

The addition of project traffic is expected to have a nominal impact on the traffic operations at each study intersection. In 2024 Build conditions, intersections are expected to continue to operate adequately overall, with small increases to delay when compared to 2024 No-Build conditions. Both site driveways are expected to operate acceptably, with site traffic posing a negligible effect on other study intersections. Queue analysis indicates that eastbound left-turn queues into the site at Site Driveway 1 increase substantially.

Segment analysis along SR 934 to the east and west of the site during AM and PM peak hours indicates that each portion of SR 934 is expected to operate acceptably in 2022 Existing, 2024 No-Build and 2024 Build conditions.

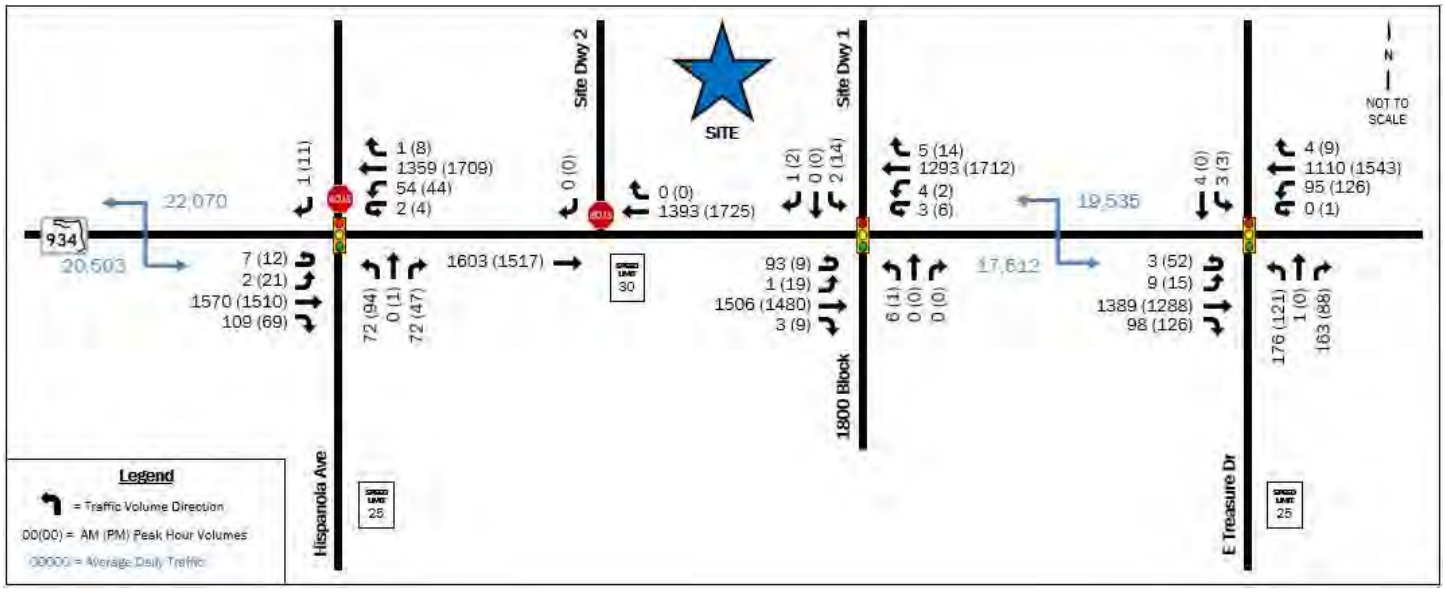
The hotel will use valet parking onsite. Queueing analysis was completed to assess the number of valet attendants required to accommodate demand during the hotel's PM peak hours per the attached site plan. Using standard queueing theory, an estimated six (6) total valet attendants will be needed to serve the hotel's users.

The following mitigation measures are recommended at each study intersection to improve overall and minor street operations. Upon completion, overall and minor street operations at each intersection are deemed acceptable, though queueing continues to extend beyond provided storage bays along SR 934.

- SR 934 & Hispanola Avenue
    - Reduce cycle length from 150 seconds to 120 seconds
- SR 934 & 1800 Block/Site Driveway 1
    - Reduce cycle length from 150 seconds to 120 seconds
    - Add eastbound left protected permitted phasing
    - Extend eastbound left storage bay to 125 feet
- SR 934 & E Treasure Drive
    - Reduce cycle length from 150 seconds to 120 seconds
    - Remove northbound and southbound split phasing

Completion of these improvements is expected to improve each intersection's overall and minor approach operations in 2024 Build Conditions to LOS D or better.

Figure 4: 2024 No-Build Volumes



B.2. Project Trip Generation

The proposed mixed-use development consists of 345 residential units, 273 hotel rooms, 2,594 square feet of retail space, and a 15,499 square foot restaurant. The anticipated trips generated by the development were estimated using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition, 2021. The trip generation also considers internal capture, multi-modal/transit, and pass-by trips.

Internal capture results in a reduction of external vehicle trips as they are generated between the residential/lodging and commercial uses of the development within the site and will not utilize the external roadway network. A 16% reduction factor has been applied to account for internal capture based on NCHRP 684 and ITE methodology.

Transit or any other multi-modal trips are also excluded from the external vehicle trips as they are not contributing to additional vehicular traffic at the site. Some transit trips are expected to access the site via the fixed MDT Route 112/L and North Bay Village Shuttle. The neighboring 1755 79th Street/JFK Causeway (SR 934) mixed-use development features similar land uses and previously utilized a 19.4% reduction in trips attributable to non-motorized based on US Census data, as reported by a national clearinghouse database. As the nearby development includes many of the same land uses, the same reduction has been applied to this site's trip generation.

Pass-by trips are not generated by the development but are instead existing trips along the roadway that are drawn into the development as they are "passing by" on the way to another destination. The ITE Trip Generation Manual, 11th Ed. estimates that 43% of trips entering and exiting the restaurant are expected to be pass-by in nature during the PM peak hour.

Table 1 summarizes the overall project trip generation calculated using the ITE Trip Generation rates. Note that both the fitted curve and average rate are used to estimate trip generation based on the statistical strength of each model; the appropriate equation or rate are indicated below and highlighted on each trip generation sheet included in Appendix F. The pass-by rate table, internal capture worksheets and relevant multimodal data are also included in Appendix F.

Table 1: Project Trip Generation

Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Multi-Family Housing (High-Rise) – LUC 222	345 DU	1,674[1]	93	32[2]	61[2]	110	61[2]	49[2]
Hotel – LUC 310	273 Rooms	2,536[1]	129	72[1]	57[1]	174	89[1]	85[1]
Commercial/Retail Space – LUC 822	2,594 SF	340[1]	6	4[2]	2[2]	17	8[2]	9[2]
High-Turnover Sit-Down Restaurant – LUC 932	15,499 SF	1,662[2]	148	81[2]	67[2]	140	85[2]	55[2]
Total Gross Trips	-	6,212	376	189	187	441	243	198
Ave Internal Capture[3]	*-16%*	*-994*	*-61*	*-31*	*-30*	*-71*	*-39*	*-32*
Mode-Split Reduction	*-19.4%*	*-1,206*	*-73*	*-37*	*-36*	*-86*	*-47*	*-39*
Total Net Trips	-	4,012	242	121	121	284	157	127
Pass-by Trips	*-43%*	*-716*	-	-	-	*-61*	*-37*	*-24*
Total Net New Trips	**-**	**3,296**	**242**	**121**	**121**	**223**	**120**	**103**

[1] Utilizes ITE equation ($R^2 \geq 0.75$)

[2] Utilizes ITE rate ($R^2 < 0.75$)

[3] Varies by time of day and use

The existing site houses a 118-room hotel and the Shuckers restaurant. A summary of the overall trip generation of the existing site is included in Table 2. The existing land use's trip generation estimate utilizes a 5% internal capture rate, as determined from NCHRP 684 methodology. A multimodal factor of 0% is assumed, while the same 43% pass-by factor is utilized for the restaurant located onsite. Trip generation and internal capture worksheets are provided in Appendix F. Comparison of the number of trips from the existing use and the proposed development is shown in Table 3.

Table 2: Existing Site Trip Generation

Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Hotel – LUC 310	118 Rooms	856[1]	52	29[1]	23[1]	59	30[1]	29[1]
High-Turnover Sit-Down Restaurant – LUC 932	7,500 SF	804[2]	72	39[2]	33[2]	68	41[2]	27[2]
Total Gross Trips	-	1,660	124	68	56	127	71	56
Internal Capture	*-5%*	*-242*	*-6*	*-3*	*-3*	*-6*	*-4*	*-2*
Mode-Split Reduction	*-0%*	*-0*	*-0*	*-0*	*-0*	*-0*	*-0*	*-0*
Total Net Trips	-	1,418	118	65	53	121	67	54
Pass-by Trips	*-43%*	*-346*	-	-	-	*-30*	*-18*	*-12*
Total Net New Trips	**-**	**1,072**	**118**	**65**	**53**	**91**	**49**	**42**

[1] Utilizes ITE equation ($R^2 \geq 0.75$)

[2] Utilizes ITE rate ($R^2 < 0.75$)

Table 3: Existing vs Proposed Trip Generation Comparison

Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Existing Use: Total Net New Trips	-	1,072	118	65	53	91	49	42
Proposed Use: Total Net New Trips	-	**3,296**	**242**	**121**	**121**	**223**	**120**	**103**
Difference	**-**	**+2,224**	**+124**	**+56**	**+68**	**+132**	**+71**	**+61**

B.3. Trip Distribution and Assignment

The assignment and directional distribution of new project trips on the transportation network are based on the Miami-Dade Transportation Planning Organization's 2045 Long Range Transportation Plan Direction Trip Distribution Report. The report details 2015 and 2045 estimated traffic patterns. Most of the traffic from the Traffic Analysis Zone on the island is bound for or originates from the west, as shown in Appendix G. This is also evidenced by previous counts, typical traffic patterns and regional development. Trips are expected to travel to and from the following directions:

- Approximately 75% of the traffic is expected to travel to/from the west on SR 934,
- Approximately 25% of the traffic is expected to travel to/from the east on SR 934.

Approximately 90% of site traffic is expected to utilize the eastern signalized Site Driveway 1 (INT 2), with the remaining 10% of site trips entering and exiting at Site Driveway 2 (INT 4). All traffic approaching the site from the west and 15% of traffic entering from the east will enter at Site Driveway 1, while the remaining 10% of traffic entering from the east will use Site Driveway 2. When exiting, 90% of users are expected to exit from Site Driveway 1, with the other 10% using Site Driveway 2.

Pass-by trips are expected to enter at both driveways along SR 934, with 45% traveling eastbound and 55% traveling westbound, as determined by directional splits in the Existing Volumes at the site driveways. All 45% of pass-by trips traveling east will enter at Site Driveway, along with 45% of pass-by trips traveling west. The final 10% of pass-by trips are expected to enter at Site Driveway 2 as they travel west. All pass-by trips are expected to enter and exit via the same driveway.

The site's primary trip distribution and assignment is depicted in Figures 5 and 6, respectively. The pass-by distribution is shown in Figure 7, with the respective trip assignment included in Figure 8. The net trips generated by the proposed site per the anticipated trip distributions are displayed in Figure 9. The 2024 Build Volumes depicted in Figure 10 combine No-Build and overall site traffic volumes.

Figure 5: Primary Trip Distribution

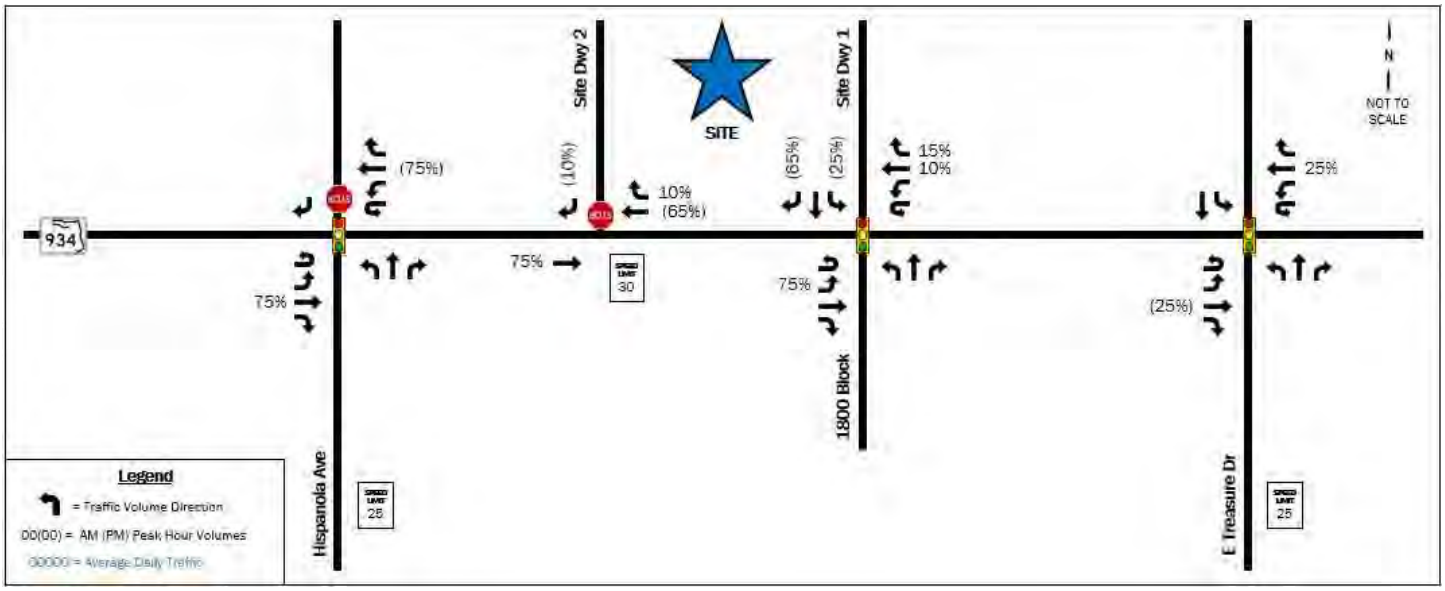
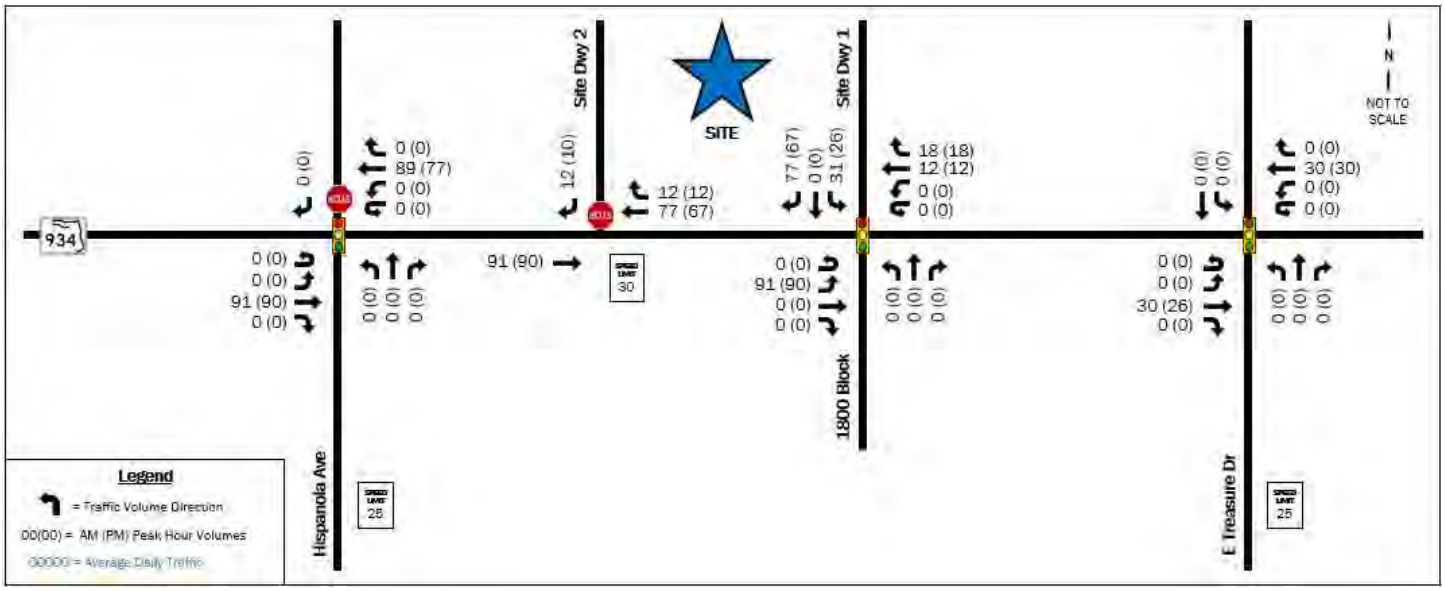


Figure 6: Primary Trip Assignment



Traffic Impact Analysis
for Submittal to the
City of North Bay Village

1755 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FLORIDA

Kimley»Horn

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Updated January 2022
December 23, 2021
January 20221
143438001

Table 1: Trip Generation				
A.M. Peak Hour (P.M. Peak Hour)				
Future Land Use (ITE Code)	**Scale**	**Net New External Trips**	**Entering Trips**	**Exiting Trips**
Proposed Development				
Multifamily Housing (High-Rise) (222)	201 dwelling units	54 (49)	14 (31)	40 (18)
General Office Building (710)	55,370 square feet	60 (47)	52 (6)	8 (41)
Quality Restaurant (931)	19,454 square feet	7 (61)	3 (43)	4 (18)
Net New Vehicle Trips		**121 (157)**	**69 (80)**	**52 (77)**

TRIP DISTRIBUTION AND ASSIGNMENT

The likely distribution of project traffic was forecast for the trips expected to be generated by the proposed development. The trip distribution was based on an interpolated cardinal trip distribution for the project site's traffic analysis zone (TAZ) obtained from the Miami-Dade Transportation Planning Organization's (TPO's) *2045 Long Range Transportation Plan Directional Trip Distribution Report*. The trip distribution for the anticipated build-out year of 2024 was interpolated from the 2015 and 2045 data. The project is located within TAZ 624.The cardinal trip distribution for TAZ 624 provided in Table 2.

Table 2: Cardinal Trip Distribution	
Cardinal Direction	**Percentage of Trips**
North-Northeast	11.0%
East-Northeast	5.0%
East-Southeast	1.0%
South-Southeast	6.0%
South-Southwest	17.0%
West-Southwest	26.0%
West-Northwest	17.0%
North-Northwest	17.0%
Total	**100.0%**

Figure 4 presents the A.M. and P.M. peak hour net new trip distribution and Figure 5 presents the A.M. and P.M. peak hour net new trip assignment for the proposed development. Figure 6 and Figure 7 detail the project's pass-by trip distribution and assignment for the P.M. peak hour. Detailed cardinal distribution calculations are contained in Appendix G.

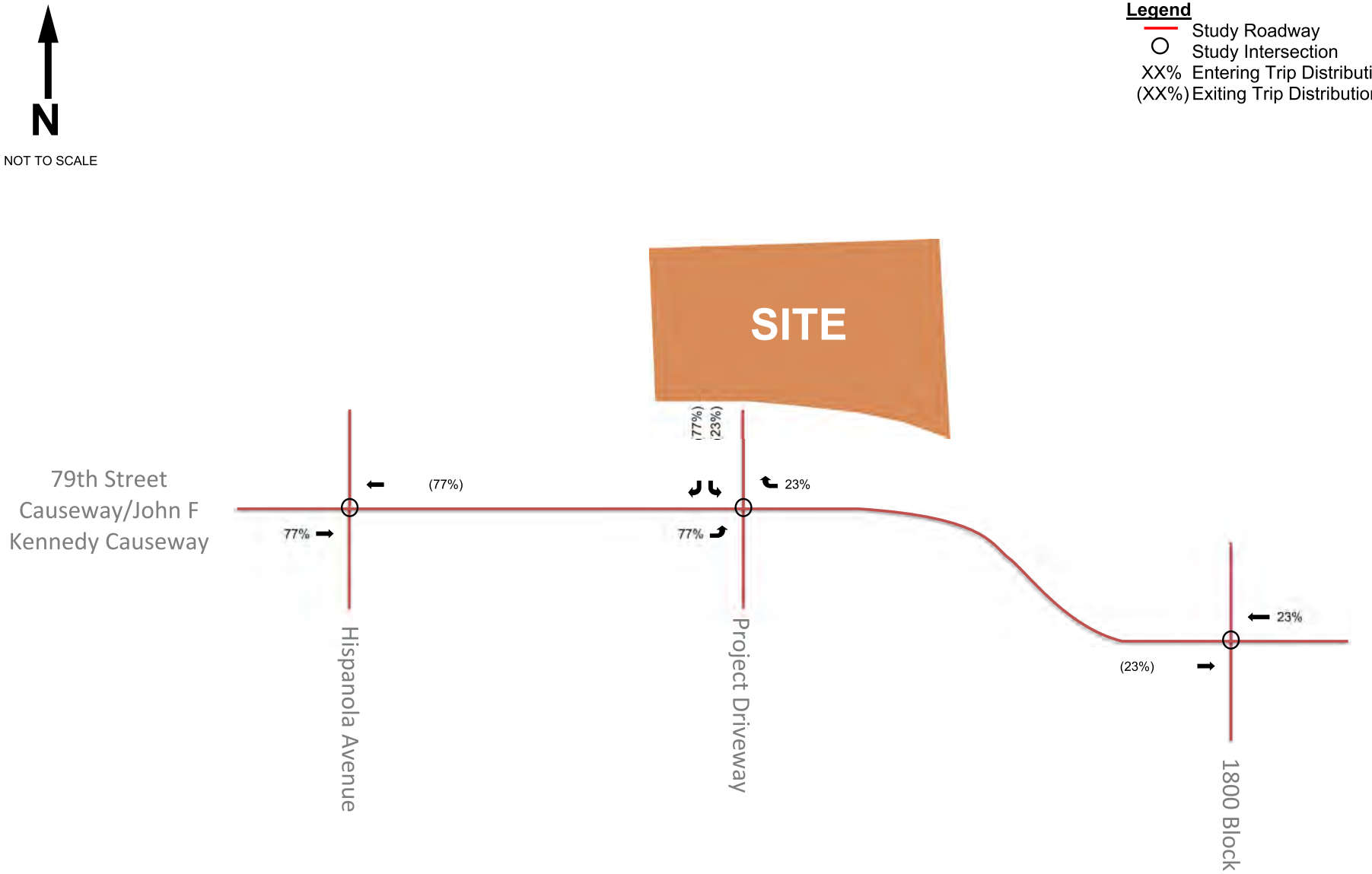


Figure 4
Peak Hour Project Trip Distribution
1755 Kennedy Causeway
North Bay Village, Florida

Kimley»Horn

© 2022

Figure 5
Peak Hour Project Trip Assignment
1755 Kennedy Causeway
North Bay Village, Florida

Kimley»Horn

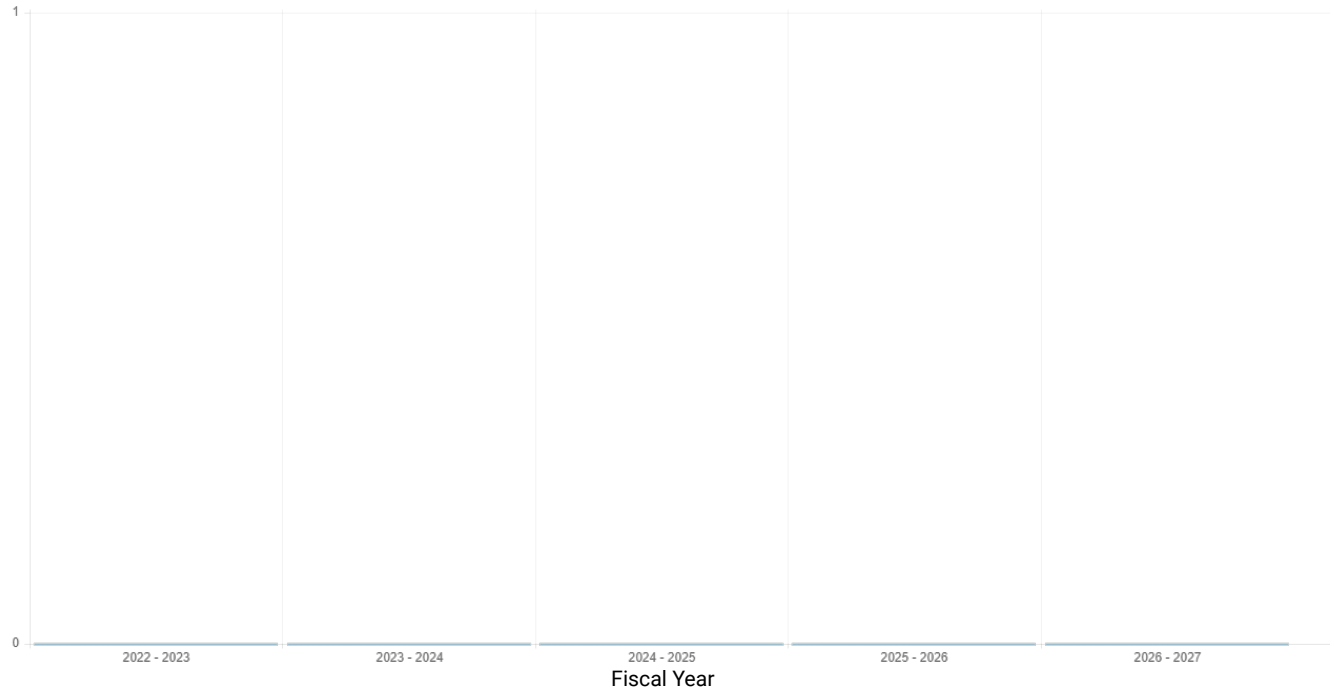
© 2022

Project Type: Arterial/Collector Road
MPO Project No.: DT4106461
Type of Work: FLEXIBLE PAVEMENT RECONSTRUCT.
TIP Year: 2023
Construction Year:
From: FROM SR 5 / BISCAYNE BLVD
To: TO BAY DR
Agency: FL Dept. of Transportation
Management Agency: FDOT
Agency Project No: 4106461
Status:
Contact Person:
Contact Email:
Contact Phone:
Description:

Funding Information $(thousands)

Project Phase	Funding	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027
PRELIMINARY ENGINEERING		$0	$0	$0	$0	$0

Funding Chart $(thousands)



NORTH BAY VILLAGE - KENNEDY CAUSEWAY COMPLETE STREETS PROJECT

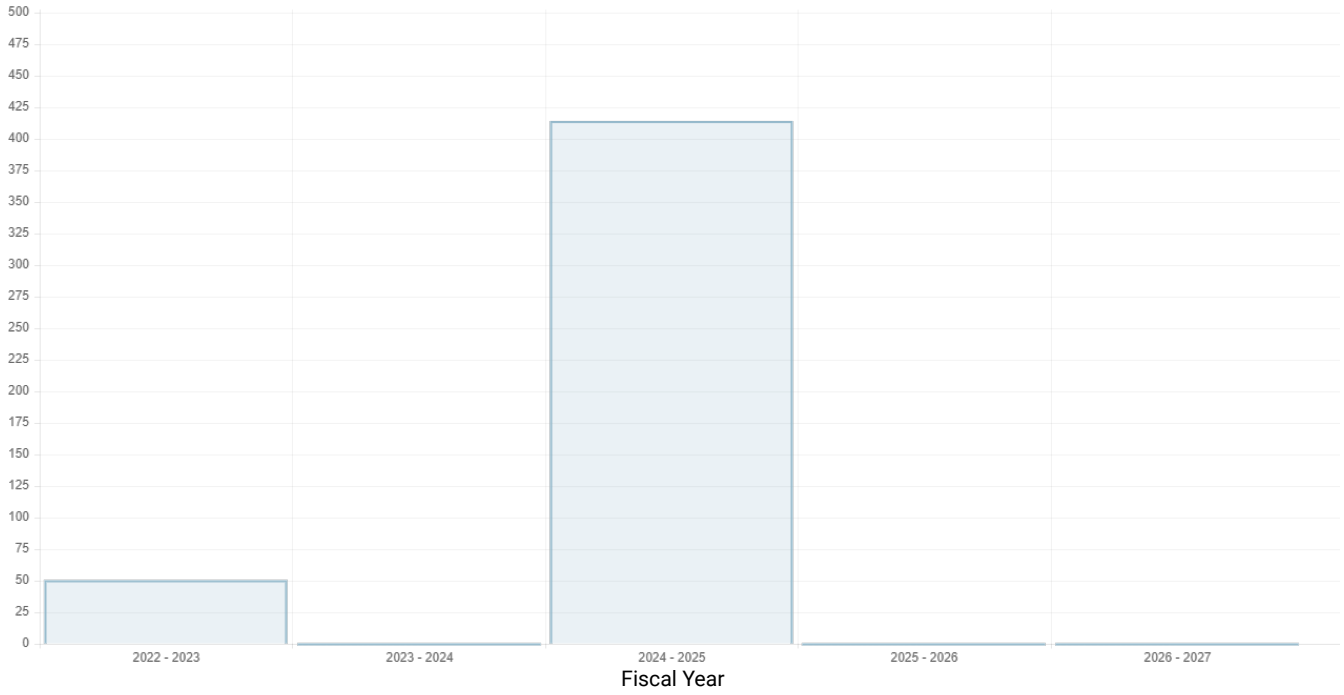
2023 Transportation Improvement Program

Project Type: Pedestrian/Bicycle
MPO Project No.: DT4486291
Type of Work: PEDESTRIAN SAFETY IMPROVEMENT
TIP Year: 2023
Construction Year: 2025
From:
To:
Agency: FL Dept. of Transportation
Management Agency: CITY OF NORTH BAY VILLAGE
Agency Project No: 4486291
Status:
Contact Person:
Contact Email:
Contact Phone:
Description:

Funding Information $(thousands)

Project Phase	Funding	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027
CONSTRUCTION	CIGP	$0	$0	$207	$0	$0
CONSTRUCTION	LF	$0	$0	$207	$0	$0
PRELIMINARY ENGINEERING	CIGP	$25	$0	$0	$0	$0
PRELIMINARY ENGINEERING	LF	$25	$0	$0	$0	$0

Funding Chart $(thousands)



Appendix F
Project Trip Generation

Scenario - 7

Scenario Name: proposed 3-22-2023
User Group:
Dev. phase: 1
No. of Years to Project Traffic : 0
Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method / Rate/Equation	Entry / Split%	Exit / Split%	Total
222 - Multifamily Housing (High-Rise) - Not	General Urban/Suburban	Dwelling Units	333	Weekday	Best Fit (LIN)	815	815	1630
Data Source: Trip Generation Manual, 11th Ed					T = 3.76(X) + 377.04	50%	50%	
821 - Shopping Plaza (40-150k) - Supermarket -	General Urban/Suburban	1000 Sq. Ft. GLA	50.017	Weekday	Average	2363	2363	4726
Data Source: Trip Generation Manual, 11th Ed					94.49	50%	50%	
222(1) - Multifamily Housing (High-Rise) - Not	General Urban/Suburban	Dwelling Units	333	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN)	24	68	92
Data Source: Trip Generation Manual, 11th Ed					T = 0.22(X) + 18.85	26%	74%	
821(1) - Shopping Plaza (40-150k) - Supermarket	General Urban/Suburban	1000 Sq. Ft. GLA	50.017	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average	109	67	176
Data Source: Trip Generation Manual, 11th Ed					3.53	62%	38%	
222(2) - Multifamily Housing (High-Rise) -	General Urban/Suburban	Dwelling Units	333	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LIN)	68	42	110
Data Source: Trip Generation Manual, 11th Ed					T = 0.26(X) + 23.12	62%	38%	
821(2) - Shopping Plaza (40-150k) - Supermarket	General Urban/Suburban	1000 Sq. Ft. GLA	50.017	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LIN)	241	261	502
Data Source: Trip Generation Manual, 11th Ed					T = 7.67(X) + 118.86	48%	52%	

AM Peak Hour Trip Generation and Internalization

Shoma NBV - 20105

Proposed 3-22-2023

Multifamily Housing High-Rise Land Use 222 333 Units			Shopping Plaza Land Use 821 50,017 SF			
In	**Out**		**In**	**Out**		
24	**68**		**109**	**67**	268	ITE Trips
-4	-11		-17	-11	-43	15.8% Transit
20	**57**		**92**	**56**	225	Vehicle Trips
UNBALANCED INTERNALIZATION						
	1%			*17%*		
	1	***1***		*16*		
2%				*14%*		
0		***0***		*8*		
family Housing High			**Shopping Plaza**			
In	**Out**		**In**	**Out**		
20	**57**		**92**	**56**	225	Vehicle Trips
BALANCED INTERNALIZATION						
	-1			*-1*		
0				*0*		
0	-1		-1	0	-2	Internal
20	56		91	56	223	External Trips
	1.3%			*0.7%*	*0.9%*	% Internal
20	**56**		**91**	**56**	223	External Vehicle Trips
0	0				0	0% Passby (Restaurar
			0	0	0	0% % Passby (Retail)
20	**56**		**91**	**56**	**223**	**Net New External Trips**

PM Peak Hour Trip Generation and Internalization

Shoma NBV - 20105

Proposed 3-22-2023

Multifamily Housing High-Rise Land Use 222 333 Units			Shopping Plaza Land Use 821 50,017 SF			
In	**Out**		**In**	**Out**		
68	**42**		**241**	**261**	612	ITE Trips
-11	-7		-38	-41	-97	15.8% Transit
57	**35**		**203**	**220**	515	Vehicle Trips
UNBALANCED INTERNALIZATION						
	42%			*10%*		
	15	***15***		*20*		
46%					*26%*	
26		***26***			*57*	
family Housing High			**Shopping Plaza**			
In	**Out**		**In**	**Out**		
57	**35**		**203**	**220**	515	Vehicle Trips
BALANCED INTERNALIZATION						
	-15			*-15*		
-26					*-26*	
-26	-15		-15	-26	-82	Internal
31	20		188	194	433	External Trips
	44.6%			*9.7%*	*15.9%*	% Internal
31	**20**		**188**	**194**	433	External Vehicle Trips
0	0				0	0% Passby (Restaurar
			-76	-76	-152	40% % Passby (Retail)
31	**20**		**112**	**118**	**281**	**Net New External Trips**

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

Land Use Code	821
Land Use	Shopping Plaza (40 - 150k)
Setting	General Urban/Suburban
Time Period	Weekday PM Peak Period
# Data Sites	15
Average Pass-By Rate	40%

Pass-By Characteristics for Individual Sites

GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
45	Florida	1992	844	56	24	20	44	—	30
50	Florida	1992	555	41	41	18	59	—	30
52	Florida	1995	665	42	33	25	58	—	30
53	Florida	1993	162	59	—	—	41	—	30
57.23	Kentucky	1993	247	31	53	16	69	2659	34
60	Florida	1995	1583	40	38	22	60	—	30
69.4	Kentucky	1993	109	25	42	33	75	1559	34
77	Florida	1992	365	46	—	—	54	—	30
78	Florida	1991	702	55	23	22	45	—	30
82	Florida	1992	336	34	—	—	66	—	30
92.857	Kentucky	1993	133	22	50	28	78	3555	34
100.888	Kentucky	1993	281	28	50	22	72	2111	34
121.54	Kentucky	1993	210	53	30	17	47	2636	34
144	New Jersey	1990	176	32	44	24	68	—	24
146.8	Kentucky	1993	—	36	39	25	64	—	34

Appendix G
Transit Documentation

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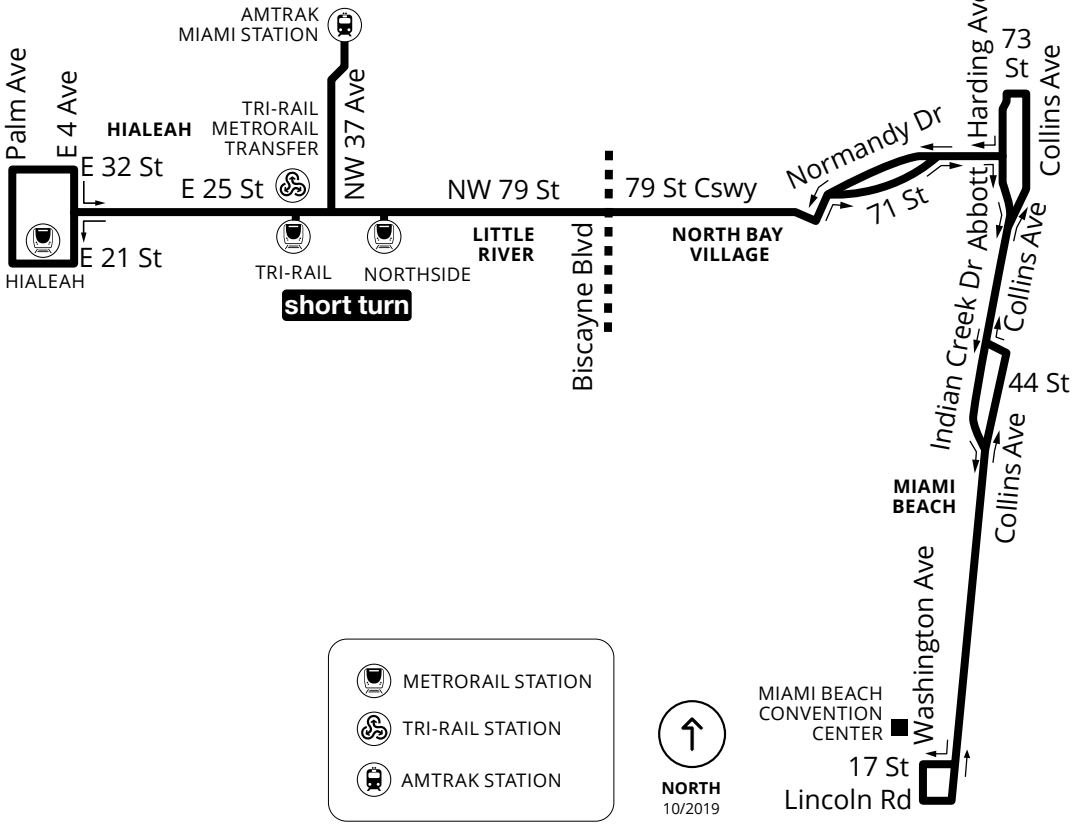

AMTRAK
MIAMI STATION
Palm Ave
E 4 Ave
HIALEAH
TRI-RAIL
METRORAIL
TRANSFER
NW 37 Ave
E 32 St
E 25 St
E 21 St
HIALEAH
TRI-RAIL
NORTHSIDE
short turn
NW 79 St
LITTLE
RIVER
Biscayne Blvd
79 St Cswy
NORTH BAY
VILLAGE
Normandy Dr
71 St
Harding Ave
73
St
Collins Ave
Abbott
Indian Creek Dr
Collins Ave
44 St
Collins Ave
MIAMI
BEACH
Washington Ave
MIAMI BEACH
CONVENTION
CENTER
17 St
Lincoln Rd
METRORAIL STATION
TRI-RAIL STATION
AMTRAK STATION
NORTH
10/2019

WEEKDAYS / DIAS LABORABLES / LASEMÈN

EASTBOUND RUMBO ESTE / DIREKSYON ÈS

EASTBOUND RUMBO ESTE / DIREKSYON ÈS	MORNING / MAÑANA / MATEN (AM)																																
HIALEAH METRORAIL	4:49	5:10	5:31	5:39	5:47	5:57	6:09	6:19	6:29	6:38	6:47	6:59	7:08	-	7:30	-	7:54	-	8:20	-	8:46	-	9:16	-	9:46	-	10:16	-	10:46	-	11:16	-	11:46
NW 37 AV AMTRAK	-	-	-	-	-	-	-	-	-	-	-	-	-	7:29	-	7:52	-	8:17	-	8:44	-	9:13	-	9:43	-	10:13	-	10:43	-	11:13	-	11:43	-

EASTBOUND RUMBO ESTE / DIREKSYON ÈS	AFTERNOON & EVENING / TARDE Y NOCHE / APREMIDI, CHAK ASWÈ (PM)																																								
HIALEAH METRORAIL	-	12:16	-	12:46	-	1:17	-	1:45	-	-	2:19	-	2:43	-	3:07	-	3:31	-	3:55	-	4:19	-	4:43	-	5:07	-	5:32	-	5:57	-	6:30	-	7:02	-	7:41	8:08	8:45	9:23	9:45	10:25	11:05	11:51
NW 37 AV AMTRAK	12:13	-	12:43	-	1:14	-	1:45	-	-	2:19	-	2:43	-	3:08	-	3:33	-	3:56	-	4:20	-	4:44	-	5:08	-	5:33	-	5:56	-	6:25	-	6:56	-	7:30	-	8:21	-	9:36	-	-	-	-

EASTBOUND RUMBO ESTE / DIREKSYON ÈS	OVERNIGHT / DE NOCHE A MAÑANA / LANNWIT LAN (AM)				
HIALEAH METRORAIL	-	-	-	-	-
NW 37 AV AMTRAK	-	-	-	-	4:40

	MORNING / MAÑANA / MATEN		EVERY CADA/CHAK 12 min FROM DESDE/DE	TO HASTA/A	EVERY CADA/CHAK 15 min FROM DESDE/DE	TO HASTA/A	EVERY CADA/CHAK 12 min FROM DESDE/DE	TO HASTA/A	AFTERNOON & EVENING / TARDE Y NOCHE / APREMIDI, CHAK ASWÈ (PM)														OVERNIGHT / DE NOCHE A MAÑANA / LANNWIT LAN (AM)					
NORTHSIDE METRORAIL	4:59	5:20	5:41	9:04	9:19 AM	PM 1:35	1:51	5:51	6:02	6:16	6:31	6:49	7:02	7:17	7:35	7:56	8:25	8:58	9:40	9:58	10:38	11:18	12:04	12:40	1:40	2:40	3:40	4:44
NW 79 ST & NW 7 AV	5:09	5:30	5:51	9:20	9:35	1:51	2:07	6:08	6:19	6:33	6:48	7:06	7:17	7:32	7:50	8:11	8:38	9:11	9:53	10:11	10:51	11:31	12:14	12:50	1:50	2:50	3:50	4:54
NE 79 ST & BISCAYNE BLVD	5:16	5:37	5:58	9:31	9:46	2:02	2:18	6:20	6:31	6:45	7:00	7:16	7:27	7:42	8:00	8:20	8:47	9:20	10:02	10:20	11:00	11:40	12:20	12:56	1:56	2:56	3:56	5:00
ABBOTT AV & 69 ST	5:28	5:49	6:13	9:49	10:04	2:20	2:36	6:37	6:48	7:02	7:15	7:31	7:42	7:57	8:14	8:34	9:01	9:34	10:16	10:34	11:14	11:54	12:31	1:07	2:07	3:07	4:07	5:11
INDIAN CREEK DR & 40 ST	5:37	5:58	6:24	10:02	10:17	2:33	2:49	6:50	-	7:13	7:26	7:42	-	8:08	-	8:44	9:11	9:44	10:26	10:44	11:24	12:04	-	1:15	2:15	3:15	4:15	5:19
WASHINGTON AV & 17 ST	5:44	6:07	6:33	10:11	10:26	2:42	2:58	6:58	-	7:22	7:35	7:51	-	8:17	-	8:53	9:20	9:53	10:35	10:53	11:33	12:10	-	1:21	2:21	3:21	4:21	5:25

WESTBOUND RUMBO OESTE / DIREKSYON WÈS

WESTBOUND RUMBO OESTE / DIREKSYON WÈS	MORNING / MAÑANA / MATEN						EVERY CADA/CHAK 12 min FROM DESDE/DE	TO HASTA/A	EVERY CADA/CHAK 15 min FROM DESDE/DE	TO HASTA/A	EVERY CADA/CHAK 12 min FROM DESDE/DE	TO HASTA/A	EVERY CADA/CHAK 20 min FROM DESDE/DE	TO HASTA/A	EVENING / NOCHE / CHAK ASWÈ (PM)					OVERNIGHT / DE NOCHE A MAÑANA / LANNWIT LAN (AM)				
WASHINGTON AV & 17 ST	4:39	-	5:21	-	6:06	-	6:23	9:59	10:14 AM	PM 2:59	3:12	6:23	6:38	8:19	8:49	9:29	10:09	10:49	11:29	12:09	12:41	1:41	2:41	3:41
LINCOLN RD & JAMES AV	4:40	-	5:22	-	6:07	-	6:24	10:00	10:15	3:00	3:13	6:24	6:39	8:20	8:50	9:30	10:10	10:50	11:30	12:10	12:42	1:42	2:42	3:42
COLLINS AVE & 41 ST	4:48	-	5:30	-	6:15	-	6:32	10:10	10:25	3:11	3:24	6:35	6:50	8:29	8:59	9:39	10:19	10:59	11:39	12:18	12:50	1:50	2:50	3:50
HARDING AV & 72 ST	4:58	5:27	5:40	6:11	6:28	6:43	6:45	10:25	10:40	3:28	3:41	6:52	7:07	8:43	9:13	9:53	10:33	11:13	11:53	12:30	1:02	2:02	3:02	4:02
NE 79 ST & BISCAYNE BLVD	5:10	5:39	5:52	6:25	6:42	6:57	6:59	10:42	10:57	3:48	4:01	7:12	7:23	8:57	9:27	10:07	10:47	11:27	12:07	12:42	1:14	2:14	3:14	4:14
NW 79 ST & 7 AV	5:17	5:46	6:03	6:36	6:53	7:08	7:10	10:55	11:10	4:01	4:14	7:21	7:32	9:05	9:35	10:15	10:55	11:35	12:14	12:49	1:21	2:21	3:21	4:21
NORTHSIDE METRORAIL	5:27	5:56	6:15	6:48	7:06	7:21	7:23	11:10	11:25	4:18	4:31	7:33	7:44	9:15	9:45	10:25	11:05	11:45	12:24	12:59	1:31	2:31	3:31	4:31

WESTBOUND RUMBO OESTE / DIREKSYON WÈS	MORNING / MAÑANA / MATEN (AM)																										
NW 37 AV AMTRAK	-	-	6:21	-	7:12	-	7:29	-	7:55	-	8:20	-	8:47	-	9:14	-	9:40	-	10:04	-	10:29	-	10:53	-	11:17	-	11:47
HIALEAH METRORAIL	5:35	6:06	6:31	6:58	-	7:34	-	7:49	-	8:15	-	8:42	-	9:06	-	9:34	-	9:58	-	10:23	-	10:47	-	11:11	-	11:38	-

WESTBOUND RUMBO OESTE / DIREKSYON WÈS	AFTERNOON & EVENING / TARDE Y NOCHE / APREMIDI, CHAK ASWÈ (PM)																																												
NW 37 AV AMTRAK	-	12:17	-	12:47	-	1:17	-	1:47	-	2:17	-	2:47	-	3:18	-	3:51	-	4:24	-	4:48	-	5:12	-	5:36	-	6:00	-	-	6:36	-	7:00	-	7:18	-	-	-	-	-	-	-	-	-	-	-	-	-
HIALEAH METRORAIL	12:08	-	12:38	-	1:08	-	1:38	-	2:08	-	2:38	-	3:08	-	3:39	-	4:14	-	4:43	-	5:06	-	5:30	-	5:54	-	6:18	6:30	-	6:54	-	7:16	-	7:31	-	7:54	8:07	-	8:30	-	9:03	9:23	9:53	10:33	11:13	11:53

WESTBOUND RUMBO OESTE / DIREKSYON WÈS	OVERNIGHT / DE NOCHE A MAÑANA / LANNWIT LAN (AM)					
NW 37 AV AMTRAK	-	-	-	-	-	4:35
HIALEAH METRORAIL	-	1:06	-	-	-	

SATURDAY / SÁBADO / SAMDI

EASTBOUND / RUMBO ESTE / DIREKSYON ÈS

MORNING / MAÑANA / MATEN (AM)																																	
HIALEAH METRORAIL	5:14	-	-	-	5:52	-	-	6:31	-	6:57	-	-	7:38	-	8:05	-	8:34	-	9:02	-	9:32	-	10:02	-	10:32	-	11:02	-	11:32	-	12:02	-	12:32
NW 37 AV AMTRAK	-	-	-	-	-	-	-	-	-	-	-	-	-	8:01	-	8:29	-	-	-	-	-	-	-	-	-	10:58	-	11:28	-	-	-	-	-

AFTERNOON & EVENING / TARDE Y NOCHE / APREMIDI, CHAK ASWÈ (PM)																																		
HIALEAH METRORAIL	-	1:02	-	1:32	-	2:02	-	2:32	-	3:01	-	3:32	-	4:04	-	4:34	-	5:04	-	5:34	-	6:05	-	7:06	-	8:08	-	9:11	-	10:01	10:21	11:01	11:33	12:08
NW 37 AV AMTRAK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6:35	-	7:43	8:16	-	-	9:44	-	-	-	-	-

	MORNING / MAÑANA / MATEN		EVERY CADA/CHAK 15 min FROM DESDE/DE (AM)	TO HASTA/A (PM)	EVENING / NOCHE / CHAK ASWÈ										(PM)	OVERNIGHT / DE NOCHE A MAÑANA / LANNWIT LAN (AM)					
NORTHSIDE METRORAIL	5:24	5:14	5:36	6:20	6:41	7:19	7:49	8:22	8:48	9:23	9:50	10:13	10:33	11:13	11:45	12:18	12:39	1:39	2:39	3:39	4:39
NW 79 ST & NW 7 AV	5:34	5:24	5:46	6:35	6:56	7:33	8:03	8:33	8:59	9:34	10:01	10:24	10:44	11:24	11:56	12:27	12:48	1:48	2:48	3:48	4:48
NE 79 ST & BISCAYNE BLVD	5:40	5:30	5:52	6:45	7:06	7:42	8:11	8:41	9:07	9:42	10:09	10:32	10:52	11:32	12:04	12:32	12:53	1:53	2:53	3:53	4:53
ABBOTT AV & 69 ST	5:51	5:41	6:06	7:02	7:22	7:58	8:25	8:55	9:21	9:56	10:23	10:46	11:06	11:46	12:14	12:42	1:03	2:03	3:03	4:03	5:03
INDIAN CREEK DR & 40 ST	6:01	5:50	6:16	7:14	7:34	8:10	8:35	9:05	9:31	10:06	10:33	10:56	11:16	11:56	12:22	12:50	1:11	2:11	3:11	4:11	5:11
WASHINGTON AV & 17 ST	6:09	5:56	6:24	7:22	7:42	8:18	8:43	9:13	9:39	10:14	10:41	11:04	11:24	12:04	12:29	12:57	1:18	2:18	3:18	4:18	5:18

WESTBOUND / RUMBO OESTE / DIREKSYON WÈS

	MORNING / MAÑANA / MATEN				EVERY CADA/CHAK 15 min FROM DESDE/DE (AM)	TO HASTA/A (PM)	EVENING / NOCHE / CHAK ASWÈ								(PM)	OVERNIGHT / DE NOCHE A MAÑANA / LANNWIT LAN (AM)				
WASHINGTON AV & 17 ST	4:39	-	5:19	-	6:07	7:37	7:57	8:32	8:53	9:15	9:53	10:25	10:57	11:18	11:39	12:13	12:43	1:43	2:43	3:43
LINCOLN RD & JAMES AV	4:40	-	5:20	-	6:08	7:38	7:58	8:33	8:54	9:16	9:54	10:26	10:58	11:19	11:40	12:14	12:44	1:44	2:44	3:44
COLLINS AVE & 41 ST	4:47	-	5:27	-	6:15	7:48	8:08	8:43	9:04	9:26	10:04	10:36	11:08	11:29	11:50	12:21	12:51	1:51	2:51	3:51
HARDING AV & 72 ST	4:58	5:17	5:38	6:04	6:28	8:03	8:23	8:58	9:19	9:41	10:19	10:51	11:23	11:44	12:05	12:32	1:02	2:02	3:02	4:02
NE 79 ST & BISCAYNE BLVD	5:09	5:28	5:49	6:17	6:41	8:16	8:36	9:11	9:32	9:54	10:32	11:04	11:36	11:57	12:16	12:43	1:13	2:13	3:13	4:13
NW 79 ST & 7 AV	5:16	5:35	5:56	6:26	6:50	8:23	8:43	9:18	9:39	10:01	10:39	11:11	11:43	12:04	12:23	12:50	1:20	2:20	3:20	4:20
NORTHSIDE METRORAIL	5:25	5:44	6:06	6:36	7:01	8:33	8:53	9:28	9:49	10:11	10:49	11:21	11:53	12:13	12:32	12:59	1:29	2:29	3:29	4:29

MORNING / MAÑANA / MATEN (AM)																							
NW 37 AV AMTRAK	5:30	-	-	-	-	-	7:37	-	8:09	-	-	-	-	-	-	-	-	-	10:51	-	11:21	-	-
HIALEAH METRORAIL	5:39	-	6:16	-	7:11	-	-	7:59	-	8:30	-	9:02	-	9:38	-	10:12	-	10:42	-	11:12	-	11:42	-

AFTERNOON & EVENING / TARDE Y NOCHE / APREMIDI, CHAK ASWÈ (PM)																																										
NW 37 AV AMTRAK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6:21	-	-	-	-	7:33	-	-	-	-	-	-	9:32	-	-	-	-
HIALEAH METRORAIL	12:12	-	12:42	-	1:12	-	1:42	-	2:12	-	2:42	-	3:12	-	3:42	-	4:11	-	4:40	-	5:11	-	5:41	-	6:11	-	-	6:56	-	7:24	-	7:50	-	8:17	-	-	9:00	-	9:56	10:18	10:56	11:28

OVERNIGHT / DE NOCHE A MAÑANA / LANNWIT LAN (AM)				
NW 37 AV AMTRAK	-	-	-	-
HIALEAH METRORAIL	12:00	-	-	

SUNDAY / DOMINGO / DIMANCH

EASTBOUND
RUMBO ESTE / DIREKSYON ÈS

	MORNING / MAÑANA / MATEN																			AM	PM	AFTERNOON & EVENING / TARDE Y NOCHE / APREMIDI, CHAK ASWÈ																														
HIALEAH METRORAIL	5:48	-	6:23	-	6:58	-	7:34	-	8:11	-	8:48	-	9:28	-	10:08	-	10:48	-	11:28	-		12:08	-	12:48	-	1:28	-	2:08	-	2:47	-	3:28	-	4:10	-	4:50	-	5:30	-	6:33	-	7:33	8:19	9:06	-	10:06	10:36	11:37
NW 37 AV AMTRAK	-	-	-	-	-	-	-	8:02	-	8:38	-	-	-	-	-	10:37	-	11:17	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6:43	7:13	7:43	-	-	9:43	-	-	-

	MORNING / MAÑANA / MATEN	EVERY CADA/CHAK 20 min FROM DESDE/DE	AM/PM	TO HASTA/A	EVENING / NOCHE / CHAK ASWÈ									PM	AM	OVERNIGHT / DE NOCHE A MAÑANA / LANNWIT LAN				
NORTHSIDE METRORAIL	5:58	6:17	AM	6:17	6:48	7:18	7:48	8:32	9:17	9:47	10:17	10:47	11:48			12:38	1:38	2:38	3:38	4:38
NW 79 ST & NW 7 AV	6:08	6:27	PM	6:30	7:00	7:30	8:00	8:44	9:27	9:57	10:27	10:57	11:58			12:47	1:47	2:47	3:47	4:47
NE 79 ST & BISCAYNE BLVD	6:15	6:34		6:38	7:08	7:38	8:08	8:52	9:33	10:03	10:33	11:03	12:04			12:53	1:53	2:53	3:53	4:53
ABBOTT AV & 69 ST	6:27	6:46		6:53	7:23	7:53	8:23	9:07	9:45	10:15	10:45	11:15	12:16			1:05	2:05	3:05	4:05	5:05
INDIAN CREEK DR & 40 ST	6:36	6:55		7:03	7:33	8:03	8:33	9:15	9:53	10:23	10:53	11:23	12:24			1:13	2:13	3:13	4:13	5:13
WASHINGTON AV & 17 ST	6:43	7:02		7:11	7:41	8:11	8:41	9:22	10:00	10:30	11:00	11:30	12:30			1:19	2:19	3:19	4:19	5:19

WESTBOUND
RUMBO OESTE / DIREKSYON WÈS

	MORNING / MAÑANA / MATEN				EVERY CADA/CHAK 20 min FROM DESDE/DE	AM/PM	TO HASTA/A	EVENING / NOCHE / CHAK ASWÈ								PM	AM	OVERNIGHT / DE NOCHE A MAÑANA / LANNWIT LAN			
WASHINGTON AV & 17 ST	4:39	-	5:43	-	6:38	AM	6:59	7:28	7:58	8:28	8:58	9:28	10:28	11:15	11:43			12:44	1:44	2:44	3:44
LINCOLN RD & JAMES AV	4:40	-	5:44	-	6:39	PM	7:00	7:29	7:59	8:29	8:59	9:29	10:29	11:16	11:44			12:45	1:45	2:45	3:45
COLLINS AVE & 41 ST	4:47	-	5:51	-	6:46		7:09	7:38	8:08	8:38	9:08	9:38	10:38	11:25	11:53			12:52	1:52	2:52	3:52
HARDING AV & 72 ST	4:58	5:31	6:03	6:39	6:58		7:23	7:52	8:22	8:52	9:21	9:51	10:51	11:38	12:06			1:03	2:03	3:03	4:03
NE 79 ST & BISCAYNE BLVD	5:09	5:42	6:15	6:51	7:10		7:38	8:07	8:37	9:07	9:34	10:04	11:04	11:51	12:18			1:15	2:15	3:15	4:15
NW 79 ST & 7 AV	5:16	5:49	6:23	6:59	7:18		7:46	8:15	8:45	9:14	9:41	10:11	11:11	11:58	12:25			1:22	2:22	3:22	4:22
NORTHSIDE METRORAIL	5:24	5:57	6:33	7:10	7:29		7:55	8:24	8:54	9:23	9:50	10:20	11:20	12:07	12:33			1:30	2:30	3:30	4:30

	MORNING / MAÑANA / MATEN																	AM	PM	AFTERNOON & EVENING / TARDE Y NOCHE / APREMIDI, CHAK ASWÈ																																
NW 37 AV AMTRAK	5:28	-	-	-	7:33	-	8:13	-	-	-	-	-	10:26	-	11:06	-	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7:06	-	-	-	-	-	9:27	-	-	-	-
HIALEAH METRORAIL	5:36	6:05	-	7:19	-	7:58	-	8:40	-	9:25	-	10:11	-	10:51	-	11:31	-			12:11	-	12:51	-	1:31	-	2:11	-	2:51	-	3:31	-	4:10	-	4:49	-	5:30	-	6:10	-	6:50	-	7:25	-	8:02	-	9:01	-	9:57	10:27	11:27

NBAYVL City Of North Bay Village Mini Bus

View In Website Mode

The NBAYVL bus line City Of North Bay Village Mini Bus has one route. For regular weekdays, their operation hours are:
(1) North Bay Village Shuttle: 7:00 AM - 6:00 PM
Use the Moovit App to find the closest NBAYVL bus station near you and find out when is the next NBAYVL bus arriving.

Direction: North Bay Village Shuttle

29 stops

VIEW LINE SCHEDULE

City Of North Bay Village Public Works
1841 Galleon St, Miami Beach

Bay Villlage Condo West
1771 S Treasure Dr, Miami Beach

Buccaneer Av@S Treasure Dr
1571 S Treasure Dr, North Bay Village

N Treasure Dr@W Treasure Dr
1440 N Treasure Dr, North Bay Village

N Treasure Dr@Hispanola Av
1700 N Treasure Dr, Miami Beach

Bay Village Condo East
1790 S Treasure Dr, Miami Beach

Treasures on Bay

Treasure Island Elementary North
East Treasure Drive, Miami Beach

79 Stcy & E Treasure Dr

79 Stcy & Op # 1800

79 Stcy & Hispanola Av
1665 79th Street Cswy, Miami Beach

79 Stcy & Adventure Av

79 Stcy & Harbor Island Dr
Larry Paskow Way, North Bay Village

Old City Hall
7903 East Dr, North Bay Village

The Lido

NBAYVL bus Time Schedule

North Bay Village Shuttle Route Timetable:

Sunday	Not Operational
Monday	7:00 AM - 6:00 PM
Tuesday	7:00 AM - 6:00 PM
Wednesday	7:00 AM - 6:00 PM
Thursday	7:00 AM - 6:00 PM
Friday	7:00 AM - 6:00 PM
Saturday	Not Operational

NBAYVL bus Info

Direction: North Bay Village Shuttle
Stops: 29
Trip Duration: 55 min
Line Summary: City Of North Bay Village Public Works, Bay Villlage Condo West, Buccaneer Av@S Treasure Dr, N Treasure Dr@W Treasure Dr, N Treasure Dr@Hispanola Av, Bay Village Condo East, Treasures on Bay, Treasure Island Elementary North, 79 Stcy & E Treasure Dr, 79 Stcy & Op # 1800, 79 Stcy & Hispanola Av, 79 Stcy & Adventure Av, 79 Stcy & Harbor Island Dr, Old City Hall, The Lido, Biscayne Sea Club, Blu Rentals, Vogel Park, Island Market, Beach View@79 St Pkwy, Beach View@Bay Terrace, Bay Terrace@Miami View Dr, Miami View Dr@ 79 St Pkwy, 79 Stcy & Adventure Av, Village Hall, 79 Stcy & # 1800, 79 Stcy & E Treasure Dr, Treasure Island Elementary South, City Of North Bay Village Public Works

7927 East Dr, North Bay Village

Biscayne Sea Club
7939 East Drive, North Bay Village

Blu Rentals
7940 West Dr, North Bay Village

Vogel Park
West Drive, North Bay Village

Island Market
7904 West Dr, North Bay Village

Beach View@79 St Pkwy
7810 Beach View Dr, North Bay Village

Beach View@Bay Terrace
7400 Beach View Dr, North Bay Village

Bay Terrace@Miami View Dr
7401 Miami View Dr, North Bay Village

Miami View Dr@ 79 St Pkwy
7811 Miami View Dr, North Bay Village

79 Stcy & Adventure Av
1400 79th Street Cswy, North Bay Village

Village Hall
1666 79th Street Cswy, Miami Beach

79 Stcy & # 1800
1790 Kennedy Cswy, Miami Beach

79 Stcy & E Treasure Dr
1888 Kennedy Cswy, Miami Beach

Treasure Island Elementary South
East Treasure Drive, Miami Beach

City Of North Bay Village Public Works
1841 Galleon St, Miami Beach

Appendix H
AutoTURN Analysis

79th STREET CAUSEWAY
(STATE ROAD NO. 984)
(NORTH BAY CAUSEWAY)

EAST TREASURE DRIVE

Rear-Load Garbage Truck
NOISE REPORT 65dB (US)

457,0
43,0 264,0
Rear-Load Garbage Truck

Track	: 96,0		Inches
Lock to Lock TIme	: 6,0	Width	: 96,0
Steering Angle	: 27,4		

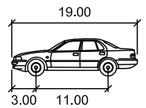
NORTH

Maneuverability Plan

SCALE: 1" = 20'

79th STREET CAUSEWAY
(STATE ROAD NO. 984)
(NORTH BAY CAUSEWAY)

EAST TREASURE DRIVE



P

	feet
Width	: 7.00
Track	: 6.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.6

NORTH

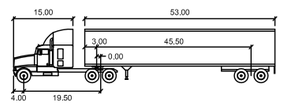
Maneuverability Plan

SCALE: 1" = 20'

79th STREET CAUSEWAY
(STATE ROAD NO. 984)
(NORTH BAY CAUSEWAY)

EAST TREASURE DRIVE

WB-67
AASHTO 2018 (US)



WB-67

feet

Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

NORTH

Maneuverability Plan

SCALE: 1" = 20'

79th STREET CAUSEWAY
(STATE ROAD NO. 984)
(NORTH BAY CAUSEWAY)

EAST TREASURE DRIVE

WB-67
AASHTO 2018 (US)

15.00 53.00
3.00 45.50
0.00
4.00 19.50

WB-67

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

NORTH

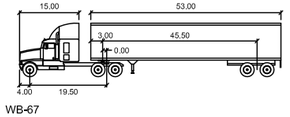
Maneuverability Plan

SCALE: 1" = 20'

79th STREET CAUSEWAY
(STATE ROAD NO. 984)
(NORTH BAY CAUSEWAY)

TREASURE DRIVE

WB-67
AASHTO 2018 (US)



WB-67

feet			
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

NORTH

Maneuverability Plan

SCALE: 1" = 20'

Shoma North Bay Village

Gravity Sewer Capacity Analysis

Technical Memorandum

June 14, 2023

Prepared for:

SHOMA

Shoma Group
201 Sevilla Avenue, Suite 300
Coral Gables, Florida 33134

Prepared By:

300 Engineering Group, LLC
2222 Ponce de Leon Blvd, Suite 300
Coral Gables, Florida 33134

300 ENGINEERING GROUP, LLC

Table of Contents

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Section 2 – Project Details 3

Section 3 – Point of Connection 3

Section 4 – Data Collection Summary 3

Section 5 – Modeling Assumptions 5

Section 6 – Modeling Results – Existing Conditions 6

Section 7 – Modeling Results – Future Conditions 8

Appendices

Appendix A – Project Area Map

Section 1 – Technical Memorandum Information

Date: June 14, 2023

To: Shoma Group

From: 300 Engineering Group, LLC

Paola Davalos

Digitally signed by Paola Davalos
Date: 2023.06.14 19:48:47 -04'00'

Prepared By: Paola Davalos, PE (300 Engineering Group, LLC)

Subject: Shoma North Bay Village Development Project - Gravity Sewer Capacity Analysis

Section 2 – Project Details

Location: 1872 Kennedy Causeway North Bay Village, 33141

Future Usage: The project consists of a proposed average daily flow of 59,529 GPD per the Sewer Allocation Form submitted to North Bay Village (Village). The future use includes 333 apartments, 35,037 SF Grocery store, 5,064 SF of Retail and 10,564 SF of restaurant space. The project proposes to discharge to an existing 8-inch gravity main along E. Treasure Dr. owned and maintained by the Village. The purpose of this Technical Memorandum is to confirm that the existing 8-inch gravity main has adequate capacity to accommodate the flows from the proposed project.

Project Flow: 59,464 GPD Annual Average Daily Flow (AADF)

Section 3 – Point of Connection

The future Point of Connection (POC) for the Shoma development will be at MH-71B, the terminal manhole for the existing 8-inch gravity main located on East Treasure Dr. The future flows from the Shoma development will then flow south into the North Bay Village (the Village) Pump Station (PS) Main. For a Project Area Map, refer to **Appendix A.**

Section 4 – Data Collection Summary

Various forms of data were collected and processed for use in the gravity sewer capacity analysis, as summarized below:

Description	Data Type	Purpose
Field Collected Data	GIS Shapefiles	Analysis
Pump Station Main As-builts	PDF	Background
Proposed PS Main Improvements Report and Plans (by Kimley Horn)	PDF	Background
Shoma North Bay Village Development Plans & Proposes Flows (by David Plummer & Associates)	PDF	Analysis

4.1 Field Data

The existing manhole and gravity main data such as inverts, pipe material, and pipe diameters was collected by 300 Engineering in the field throughout other projects taking place within the Village. The existing structure data was obtained through a combination of visual inspections and field measurements taken with telescoping level measuring rod. Neither survey nor as-built information was available for the existing gravity main or manholes.

4.2 Proposed Pump Station Improvements

The PS Main Improvements, designed by Kimley-Horn & Associates (KH), consists of a new pump station with 2 submersible pumps as well as modifications to the force main connection and gravity sewer piping. The project also includes the installation of one macerator (MAC) to alleviate pump clogging issues. The manhole and gravity sewer information used in the model was obtained from the KH PS Main Improvement design plans and report.

4.3 Shoma North Bay Village Development Plans

A Sewer Distribution Plan provided by Shoma North Bay Village project team was received as background information for the preparation of this Gravity Model Analysis. 300 Engineering assumes no responsibility for incorrect data or flow projections for the sewer collection system information of the proposed development including: location, lineal feet (LF), diameter, and material of all underground sanitary sewer pipes in the system (laterals and mains), manholes and cleanouts, grease interceptors, projected flows etc.

4.4 Water Consumption Records

There are four existing properties along East Treasure Dr. which connect to the gravity main segment being modeled as part of this analysis. The average daily flow (ADF) from the four (4) properties on East Treasure Dr was calculated from data obtained over a period of one year (May 1, 2022 through May 1, 2023) based on the Village's water service consumption records.

The table below depicts the average flow (hgal) per property, adjusted to exclude data shown as 0 hgal The total adjusted values were used in the development of the gravity sewer hydraulic model analysis

Service Address	Meter Number	Average Flow (hgal)	Gallons per Day (GPD)	Total (GPD)
7601 E TREASURE	17051465	6,166	88,085	88,989
	18210308	56	793	
	18217452	8	108	
1872 KENNEDY CSWY	18209863	29	415	415
7545 E TREASURE DR	17051507	1,187	16,958	17,239
	18210367	17	247	
7540 E TREASURE DR	18217433	11	152	310
	18217456	2	30	
			Total:	**106,952**

4.5 Miami Dade County Code of Ordinances Sec. 24-43.1 (5) (c) Schedule of Daily Rated Gallonage

Flows for each property discharging into the East Treasure Dr gravity main were also calculated through the use of the Miami Dade County Code of Ordinances Sec. 24-43.1 (5) (c) Schedule of

Daily Rated Gallonage for Various Occupancies, and Property Appraiser Records. These estimated flow values are shown below:

Service Address	Land Use Type	No. of Units	Building Area	Gallons per Day (GPD)	Estimated Flow (GPD)
7601 E TREASURE	Multi Family, High Density	535	-	135 GPD /unit	72,225
1872 KENNEDY CSWY	Retail	-	7,821	100 GPD/100 sq ft	7,821
7545 E TREASURE DR	Multi Family, High Density	104	16,958	135 GPD /unit	14,040
7540 E TREASURE DR	Public Schools	-	140,920	12 gpd/100 sq ft	3,387
	Public Schools	-	408,157	12 gpd/100 sq ft	2,468
				Total:	**99,940**

4.6 Flow Inputs

Ultimately, the flow inputs used for the model were derived from both the water consumption records and the Miami Dade County Code of Ordinances Sec. 24-43.1 (5) (c) Schedule of Daily Rated Gallonage for Various Occupancies, whichever was greater for each property, to obtain the most conservative flow estimates. A comparison table between both sets of data is shown below:

Service Address	Water Consumption (GPD)	MDC Schedule of Daily Rated Gallonage Estimated Flow (GPD)	Selected Flow (GPD)
7601 E TREASURE	88,989	72,225	88,989
1872 KENNEDY CSWY	415	7,821	7,821
7545 E TREASURE DR	17,239	14,040	17,239
7540 E TREASURE DR	310	5,855	5,855
Total:	**106,952**	**99,941**	**119,904**

Section 5 – Modeling Assumptions

5.1 Existing and Future Pump Station Upgrades

The gravity sewer capacity analysis does not account for the capacity of the existing or future PS Main. Additionally, this analysis is not intended to validate the future gravity sewer system upgrades and rehabilitation designed by KH.The hydraulic conditions of the pump station (existing or future) and force main pressures was not modeled.

5.2 Outfall Conditions

A steady state condition was assumed at PS Main due to the pump station's pumps not being modeled as part of the analysis; outfall conditions at the pump station's influent pipe were assumed for all scenarios. The outfall condition assumed and analyzed during the sewer capacity analysis was crowned outfalls. A crowned outfall condition assumes that the pump station wet well is filled to the top of the influent pipe (crown of invert).

A maximum allowable capacity of 50% was assumed for the gravity mains within the system. To achieve this, the Village must maintain free flow into the PS Main wet well without surcharge.

5.3 Proposed Gravity System of Non-East Treasure Dr Flows

The Existing Conditions Modeling Scenario only accounts for flows from East Treasure Dr. gravity main segment (as shown in Appendix A).

The Future Conditions Modeling Scenario includes the future modifications to the gravity sewer entering PS Main as a result of the Pump Station upgrade proejct. This scenario converges receiving flows into one manhole: MH 2. This scenario was developed based on the Plans and Report prepared by KH.

5.4 Infiltration & Inflow (I/I)

All flows originating from East Treasure Dr were increased by 30% (assumed I/I County Average) to account for I/I within the Village's gravity sewer system.

Service Address	Selected Flow (GPD)	Selected Flow (GPM)	Flow w/ 30% I-I Contribution
7601 E TREASURE	88,989	62	80
1872 KENNEDY CSWY	7,821	5	7
7545 E TREASURE DR	17,239	12	16
7540 E TREASURE DR	5,855	4	5
Total:	**119,904**	**83**	**108**

5.5 CIPP Liners

The 8-inch gravity main along East Treasure Dr has been previously rehabilitated through the use of Cured-in-Place Pipe (CIPP). Due to the presence of CIPP lining in these segments, a decrease in diameter of 0.5 inches was assumed.

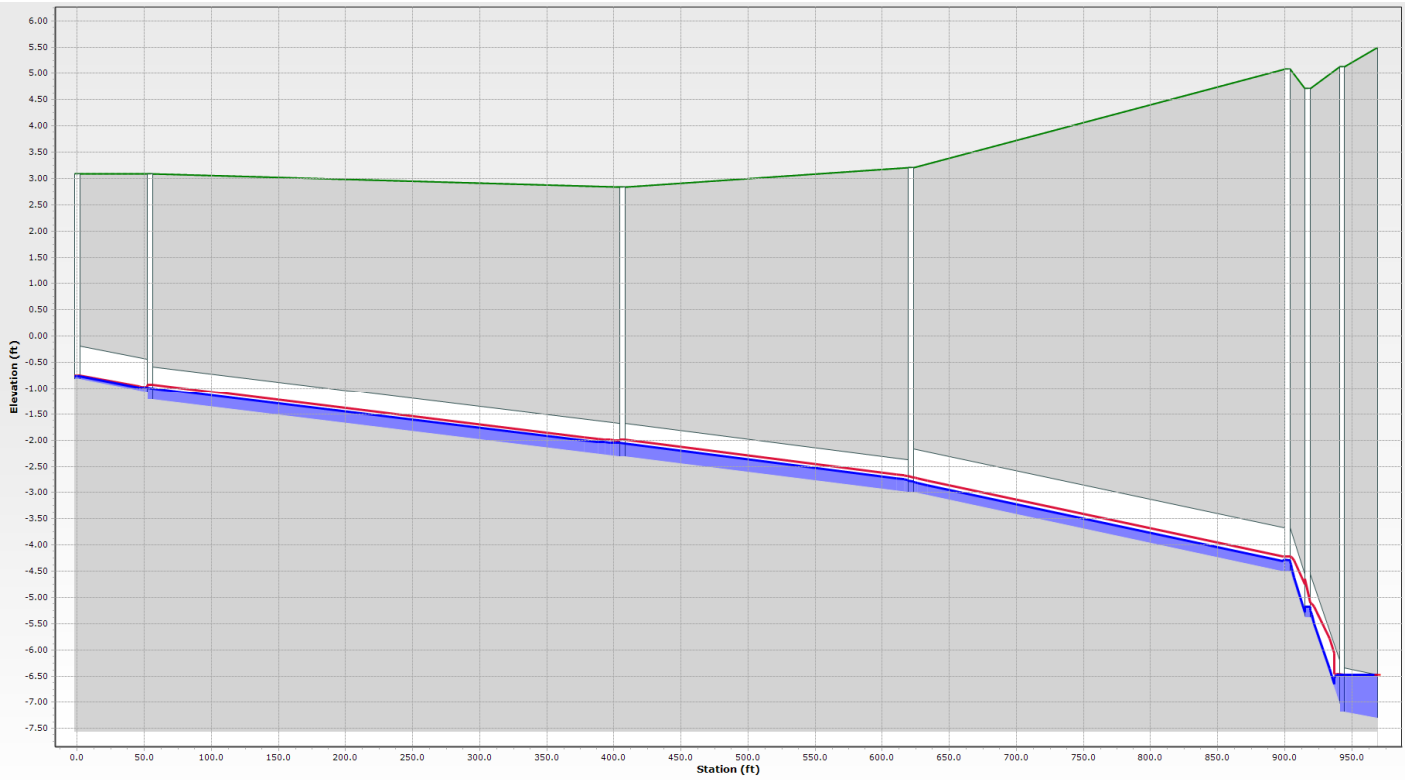
Section 6 – Modeling Results – Existing Conditions

The following are the results of the hydraulic modeling analysis performed for the existing gravity sewer network based on the existing Pump Station Main configuration.

6.1 Existing Flows

Analysis of the East Treasure Dr existing gravity sewer system in comparison to the existing flows indicated that the current gravity sewers can sufficiently accommodate the current flow of 108 GPM. The Capacity of each gravity main segment is summarized in the table and gravity main profile below.

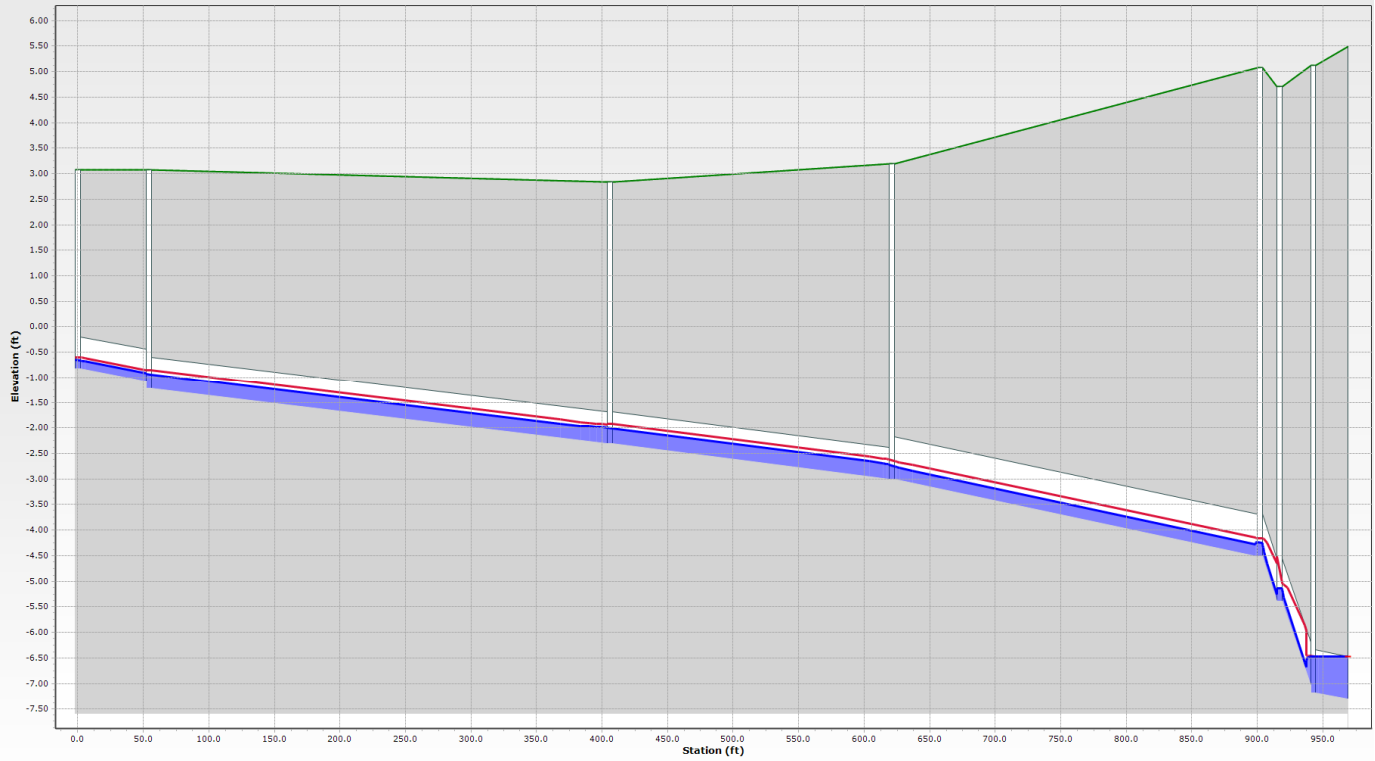
Upstream MH	Downstream MH	Capacity Filled (%)
MH71B	MH71A	11.6
MH71A	MH71	38.7
MH71	MH72	38
MH72	MH72A	26.7
MH72A	MH72B	19.3
MH72B	MH72C	46.2



6.2 Project Flows

Analysis of the East Treasure Dr existing gravity sewer system in comparison to the existing flows indicated that the current gravity sewers can sufficiently accommodate the future flow of 155 GPM from the Shoma North Bay Village Project. The Capacity of each gravity main segment is summarized in the table and gravity main profile below

Upstream MH	Downstream MH	Capacity Filled (%)
MH71B	MH71A	25.2
MH71A	MH71	47.9
MH71	MH72	46.1
MH72	MH72A	32.1
MH72A	MH72B	23.3
MH72B	MH72C	46.2



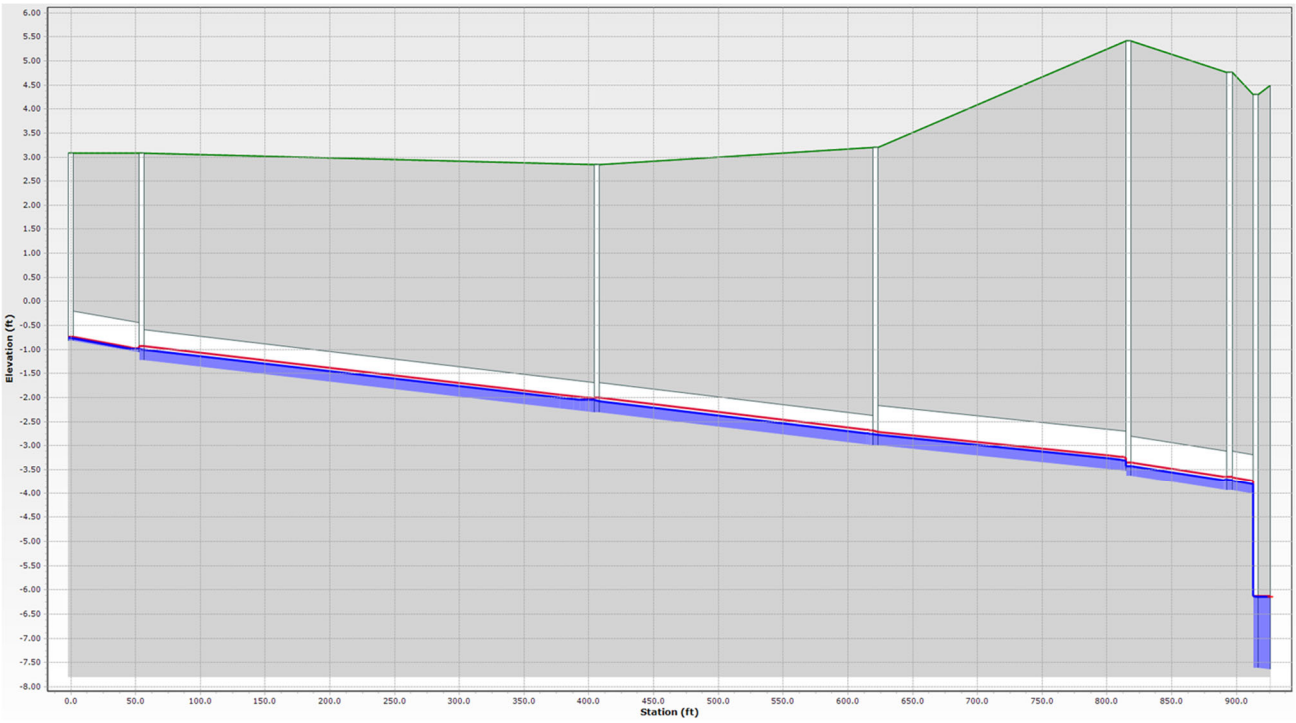
Section 7 – Modeling Results – Future Conditions

The following are the results of the hydraulic modeling analysis performed for the future gravity sewer network based on the future Pump Station Main configuration.

7.1 Existing Flows

Analysis of the East Treasure Dr future gravity sewer system configuration in comparison to the existing flows indicates that the future gravity sewers system configuration can sufficiently accommodate the existing flow of 108 GPM. The Capacity of each gravity main segment is summarized in the table and gravity main profile below:

Upstream MH	Downstream MH	Capacity Filled (%)
MH71B	MH71A	11.6
MH71A	MH71	38.7
MH71	MH72	38.9
MH72	MH1	26.5
MH1	MAC	26.6
MAC	MH2	25.2

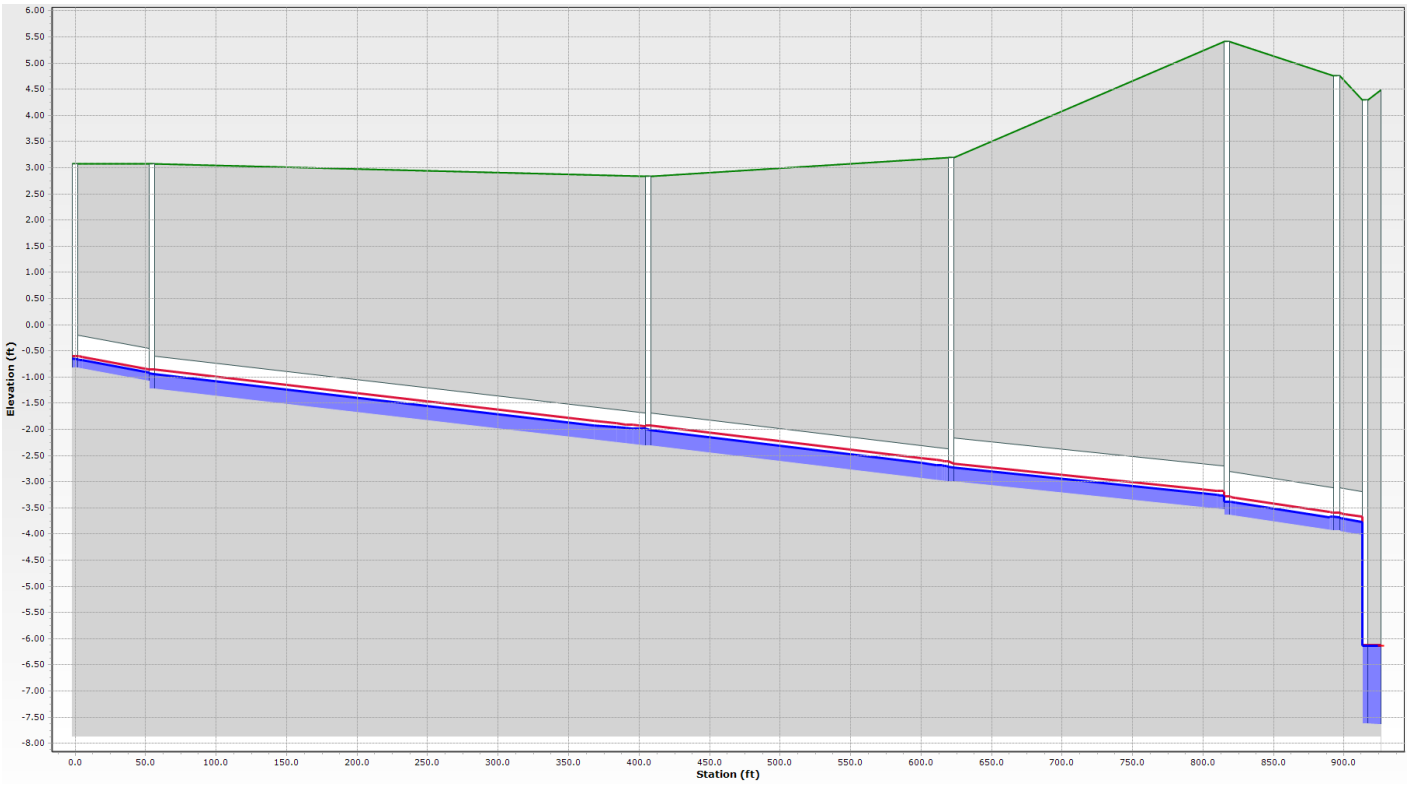


7.1 Project Flows

Analysis of the East Treasure Dr future gravity sewer system in comparison to the estimated project flows indicates that the future gravity sewers can sufficiently accommodate the future flow of 155 GPM.

The Capacity of each gravity main segment is summarized in the table and gravity main profile below:

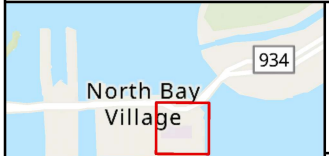
Upstream MH	Downstream MH	Capacity Filled (%)
MH71B	MH71A	25.2
MH71A	MH71	47.9
MH71	MH72	47.2
MH72	MH1	31.8
MH1	MAC	32
MAC	MH2	30.3


Elevation (ft)
6.00
5.50
5.00
4.50
4.00
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
-0.50
-1.00
-1.50
-2.00
-2.50
-3.00
-3.50
-4.00
-4.50
-5.00
-5.50
-6.00
-6.50
-7.00
-7.50
-8.00
0.0
50.0
100.0
150.0
200.0
250.0
300.0
350.0
400.0
450.0
500.0
550.0
600.0
650.0
700.0
750.0
800.0
850.0
900.0
Station (ft)

Appendix A - Project Area Map

Legend

- Existing Parcels Connected to 8-inch GM
- Manhole
- Gravity Main
- Pump Stations
- Parcels
- Sewer Laterals
- Gravity Main Segment Modeled



Esri, NASA, NGA, USGS, FEMA; Miami-Dade County, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, USDA

Project Area Map

300 ENGINEERING GROUP, LLC

06/12/2023

Coordinate System: NAD 1983 2011 StatePlane Florida East FIPS 0901 Ft US

N

0 105 210 Feet

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

▪ **Fort Lauderdale Office** · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
☒ **Miami-Dade Office** · 2103 Coral Way · Suite 810 · Miami, FL 33145 · 786.485.5200(p) · 786.485.1520(f)

Memorandum

Date: June 20, 2023

To: Shoma North Bay Village, LLC

From: Silvia Vargas, FAICP, LEED AP (Village Planner)

Subject: Site Plan Review (DRC)

Project: Shoma North Bay Village - 1872 79th St. Causeway – 1st Review Cycle

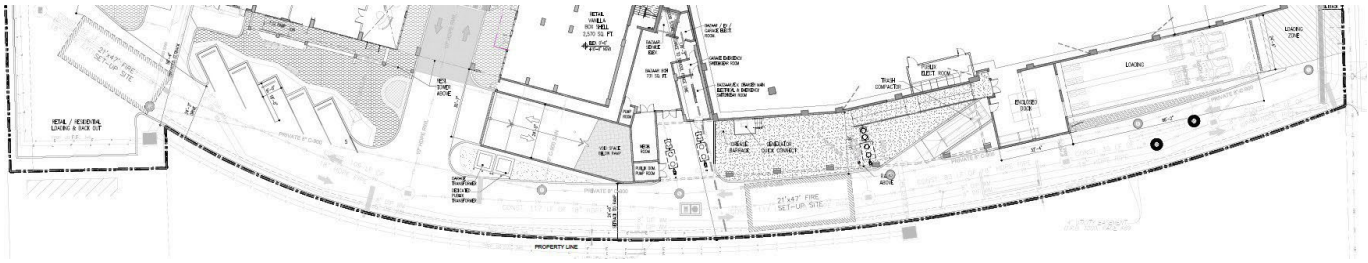
CC: Village Manager, Village Attorney

The following comments are offered following review of the application package and plan set dated 04.28.23:

1. The original Site Plan approval via Resolution No. 2021-046 (hereinafter referred to as "the Resolution") included a three-part Condition No. 14, as follows:

   (a) That a minimum six-foot (6 ft) wall must be provided along the edge of the property abutting Treasure Island Elementary School (TIES)
   WHP Reply: A six-foot wall along the southern property boundary abutting Treasure Island Elementary school has been provided. Please see revised sheets L-1 and HS-1. - Comment satisfied

   (b) That the northern perimeter of TIES be landscaped in a manner consistent with proposed Village improvements at TIES.
   WHP Reply: Additional landscape screening has been added on the south side of the six-foot wall along the southern property boundary abutting Treasure Island Elementary school. Please see revised sheet L-1. - Comment satisfied



   (c) That the western side of the northern sidewalk be expanded from 5 feet to a minimum of 8 feet in width.
   WHP Reply: The northern sidewalk has been expanded to 8 feet. Please see revised sheet's L-1 and HS-1 - Comment satisfied

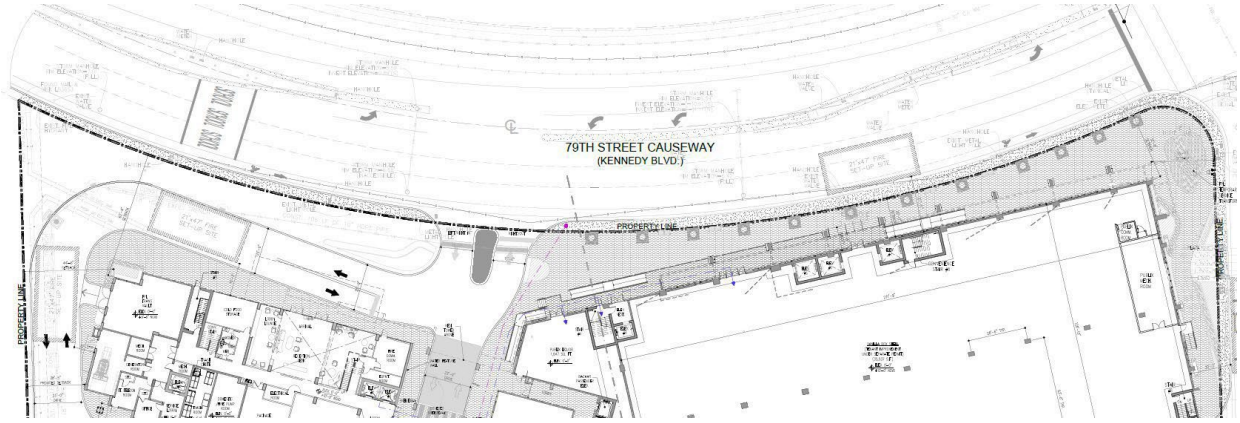
We strongly recommend using the present opportunity to incorporate these improvement features into the modified plans, and to show them clearly and consistently throughout the plan set, so that this condition can be removed from the anticipated resolution.

2. Condition No. 16 of the Resolution required collaboration with the Village to define civic space to provide a greener, more pedestrian-activated area with more significant public art than shown on the original site plan. The condition went on to further define three locations for public art displays, including a northeastern plaza area identified on the original site plan. It appears that northeastern plaza area has been relocated and/or reconfigured. Please describe in further detail your plans for the plaza now shown on the east side of the property abutting East Treasure Drive.
WHP Reply (Partial response only related to plaza layout: Please see SK-1 for enlarged colored plan of the plaza located on the east side of the property abutting East Treasure Drive which gives further detail on the proposed design and includes the location of the bus shelter. Please see sheet HS-1 for hardscape material and site furnishing specifications and sheet L-1 for plant types and specifications in this area. -Comment partially satisfied; detail does not address Civic Use functions, public art location or fulfillment of Civic Space requirement

3. Condition No. 17 of the Resolution requires palms to be planted along the Kennedy Causeway frontage of the property (or a species preapproved by the Village). The Landscape Plan (Sheets L1-L3) shows royal palms spaced out at approximately 25 feet (refer to Comment 1 in reference to Site Plan defect). However, the Renderings (Sheets RE-1 and RE-2) are inconsistent, showing small potted trees instead. Please revise to remove this inconsistency.
WHP Reply (Partial response related to palm layout): The Royal Palms proposed along the Kennedy causeway frontage have been spaced at 35 feet on center in coordination with site lighting as to provide proper clearance per city code and comment. These palms will be planted at grade with tree grates to allow for greater pedestrian circulation. - Comment partially satisfied. Rendering has not been updated.

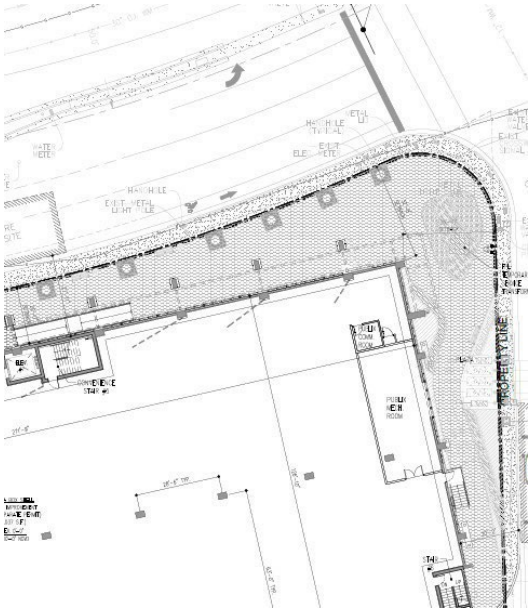
4. Please revise the Site Plan to show (as the previously approved version, dated 03.23.21, did) the proposed placement of tree grates for the palms required to be placed along the entire north property line facing 79th Street Causeway per condition No. 17 of the Resolution. While the new Landscape Plan (Sheets L1-L3) does indicate palms planted at intervals of approximately 25 ft. extending to the western property line (as per the previous approval), the modified Site Plan (Sheet A-0. SP-1) shows tree grates only in front of Publix.

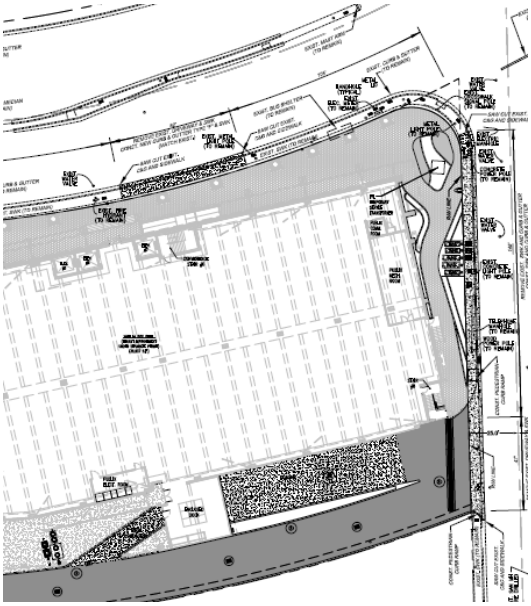
WHP Reply: The Royal Palms proposed along the Kennedy causeway frontage on the eastern half of the site will be planted at grade with tree grates and spaced at 35 feet on center in coordination with proposed light poles. Royal palms have also been provided on the western portion of the north frontage but have been planted on the south side of the sidewalk in an open landscape area and thus no tree grates will be required here. These palms have been spaced at 25 feet on center as there were no conflicts with proposed light poles on this portion of the northern frontage. Please see revised sheet L-1. Comment satisfied re: spacing



5. Condition No. 18 of the Resolution requires replacement of the existing bus shelter located on the public right-of-way adjacent to the northeastern corner of the property; however, the bus shelter does not appear on any of the ground-plane views (see, for example, Site Plan Sheet A-0. SP-1, below left) except for the Civil Site Plan (see Sheet C-2.0, below right).

WHP Reply: The bus shelter location has been included in the landscape and hardscape plans. Please see revised sheets L-1 & HS-1. - Comment satisfied





Also, please detail how an updated shelter would interface with the royal palms based on the proposed spacing.

1. Please add the project's total square footage and intensity (FLR) data to the Site Data Summary table on Sheet

A-0. SP-1. The Village in 2021 adopted a maximum FLR of 13.0, which applies to the T6 transect zone.

- MSA: See sheet A-0.SP-1 for Site Data Table including Intensity and area. Comment Satisfied

6. Please break down the square footage of the proposed food hall/bazaar space (either in the Parking Summary Table on Sheet A-0. SP-1 or in the Letter of Intent) from the square footage of the Publix and other retail.
   - MSA: See sheet A-0.SP-1 for Parking Summary Table including the break down of the square footage of retail, supermarket and food hall. Comment partially satisfied - figures are internally inconsistent (LOI v. plan v. table)

7. Exhibits accompanying Resolution No. 2021-064 to approve a distance variance from the (then in effect) alcoholic beverage licensing requirements of Chapter 111 show the liquor store as a 1,400 square foot space. The current site plan shows the liquor store with an area of 1,687 square feet and different configuration. Please explain how this difference will be reconciled.

   - MSA: See sheet A-0.SP-1 for revised areas for the liquor store and supermarket. Comment satisfied

   - Please add loading zone data (required versus provided) to the Parking Summary table on Sheet A-0. SP-1.

   - MSA: See sheet A-0.SP-1 for Loading Zone Data table. Comment satisfied

8. Please clarify your calculation of required bicycle parking/storage. Following Sections 8.24 and 15.3.A.2.d.4, our calculation is that 66 bicycle parking spots are required to serve the residential use, and approximately 6 to serve the commercial use. However, after the first 50, the additional number may be reduced by one-half, so 61 spaces minimum are required (with 69 spaces provided).
   WHP Reply (Partial response related bike racks located in the public realm): Bike racks are included within the public realm and can accommodate 40 bicycles. Please see sheet HS-1
   Comment partially satisfied

10. Please clarify where the 120 that the shared parking reduction factor is being applied to. Per the proposed Special Area Plan text amendment, shouldn't it be applied to the "lesser use" i.e., the retail, which requires 159 spaces?

    - GUNSTER: MARIO/ELINETTE to look to text amendment and provide response. May need assistance from Plummer.

11. Please clarify/indicate if and where parking spaces will be reserved for Grandview Palace.

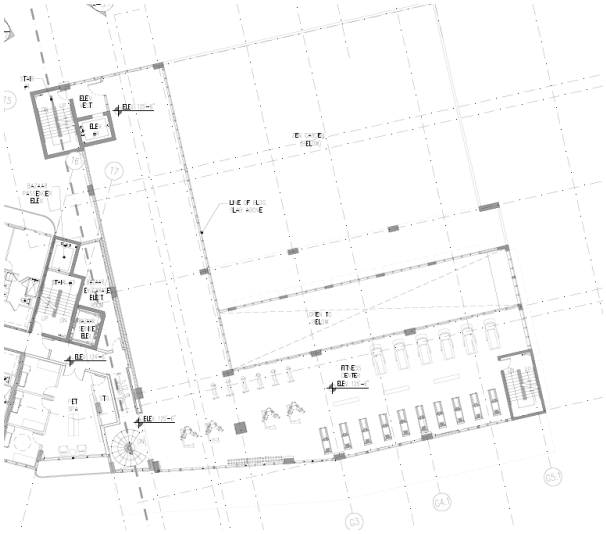
    - GUNSTER: MARIO/ELINETTE to provide response.

12. Please describe (either in the narrative provided in the Letter of Intent, or in tabular form on Sheet A-0. SP-1) how the project will meet the Green Building Program requirements which were adopted by the Village in 2021. Twenty (20) points are required.

    - **ABNEY GREEN REPLY: Please see attached response provided by Kyle Abney from Abney + Abney Green Solutions. The attached includes all of the Green Building Option that the project is currently including. The project is currently tracking 26 points. Also attached are the NGBS certification plan and corresponding NGBS Scoring summary for the project along with the NGBS Master Green verifier credential. Comment satisfied.**

13. Please clarify the use of the blank space that runs perpendicular to the fitness center (Sheet A-2.12).

    - MSA: See sheet A-2.12 for details on the fitness center area. Comment satisfied



14. Please add proposed hardscape surface materials to the Landscape Plans (Sheets L-1 to L-5, as appropriate), including any and all permeable materials.
    WHP Reply: Proposed hardscape materials and site furnishings have been called out and specified on the hardscape plan. Please see sheet HS-1. Comment satisfied

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Memorandum

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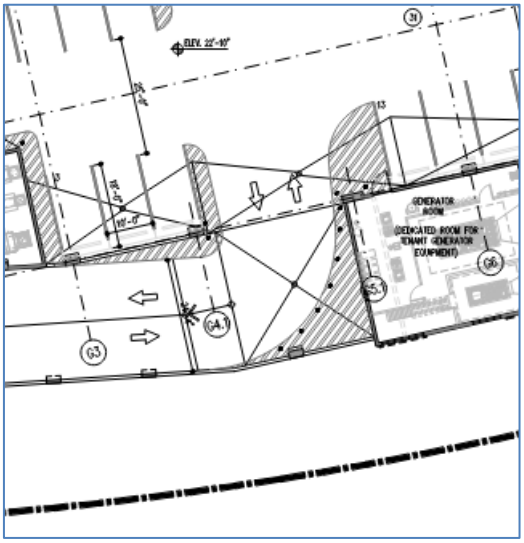
Date:	July 3, 2023
To:	**Silvia E. Vargas, FAICP** Principal Planner / Calvin Giordano & Associates
From:	Salman A Rathore, PE; Pablo Chon Kan, E.I.
Subject:	Shoma North Bay Village - 1872 79th St. Causeway Traffic Study Review (1st Submittal)
Project:	CGA 237744
CC:	

The following are comments based on the review of the Shoma NBV Site Plan Review prepared by MSA Architects, Inc:

1. Please provide sight distance triangles at each access as per Sec. 9.7.B. Please note that internal intersections may need to be evaluated for visibility using the same criteria set forth by Sec. 9.7.B. of the Code of Ordinances.
   SHOMA BAY 06/27/23: Sight distance triangles will be added to 79 ST Causeway access driveway and Treasure Island Drive access driveway at permit submittal.
   CGA 07/03/23: Partially satisfied. Please provide sight distance triangles for East Treasure Dr.
2. Please include the pedestal height in the Site Plan Table shown in Sheet A-0.SP-1.
   SHOMA BAY 06/27/23: Acknowledged, refer to revised Site Plan table which includes pedestal height.
   CGA 07/03/23: Satisfied.
3. Please provide an auto-turn exhibit showing the vehicles coming in and out of the loading zone. Make sure to include the complete maneuver until the vehicle is completely aligned with the travel lanes along E Treasure Dr. Please also include an auto-turn exhibit showing the design vehicle accessing and exiting the trash dumpster.
   Please include an auto-turn exhibit of the design vehicle at the turn shown in sheet A-2.2 (see below). Please include two vehicles traversing in opposite directions.



SHOMA BAY 06/27/23: Auto-Turn analysis of loading area and internal parking garage circulation. have been submitted with the revised Traffic Report.

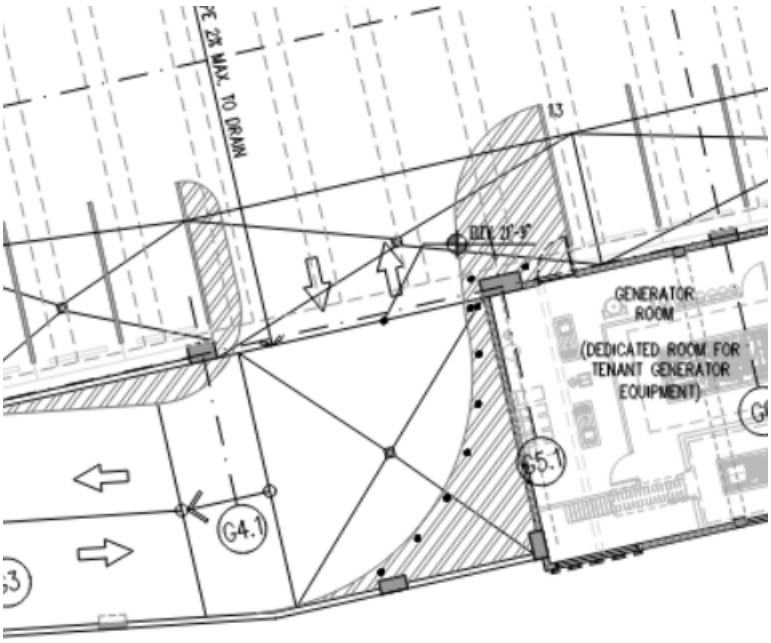
CGA 07/03/23: Partially satisfied. Please note that the layout used for the Auto turn analysis seems to be different from the ones provided in the set of plans. Please make sure the Auto Turn exhibits match the proposed design.

Page 198 of the TIA shows the rear of the design vehicle encroaching into the sidewalk. There's a safety concern with pedestrians not being able to see the vehicle and the vehicle invading the sidewalk, especially in a School Zone. Please address this issue.

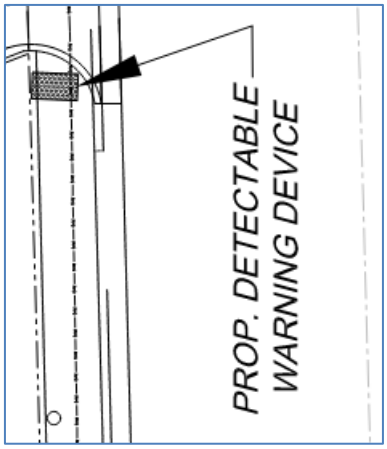
Please note that the section shown in the image above was not provided as part of the Auto Turn exhibits in the TIS (excerpt taken from A-2.2). Please address this issue.

Please note that the layout used for the Auto turn analysis seems to be different than the ones provided in the set of plans. Please make sure the Auto Turn exhibits match the proposed design.

PROPERTY LINE


GENERATOR ROOM
(DEDICATED ROOM FOR TENANT GENERATOR EQUIPMENT)
G4.1
G5.1

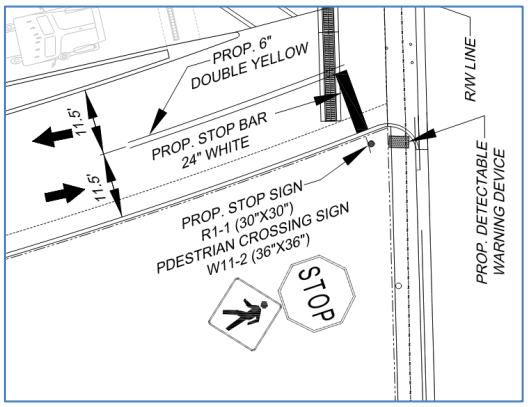
4. Please note that the proposed detectable warning shown at the eastern access in sheet C-7.0 must cover the full width of the sidewalk.



SHOMA BAY 06/27/23: DWS has been revised to cover full width of SWK. (See sheet C-7.0.)

CGA 07/03/23: Satisfied.

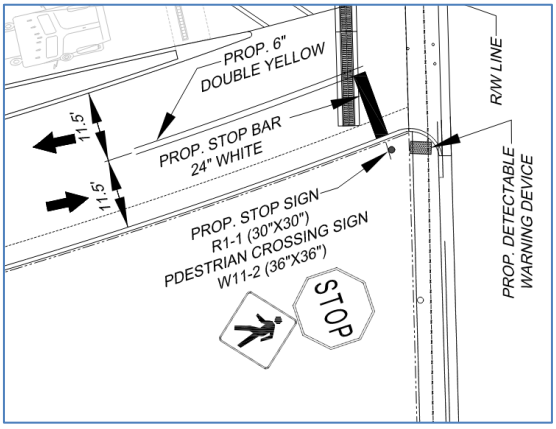
5. Please remove the warning sign shown at the eastern access in sheet C-7.0 as that combination is not supported by MUTCD. Also, please add dimensions showing the separation between the sidewalk and the stop bar for all accesses.

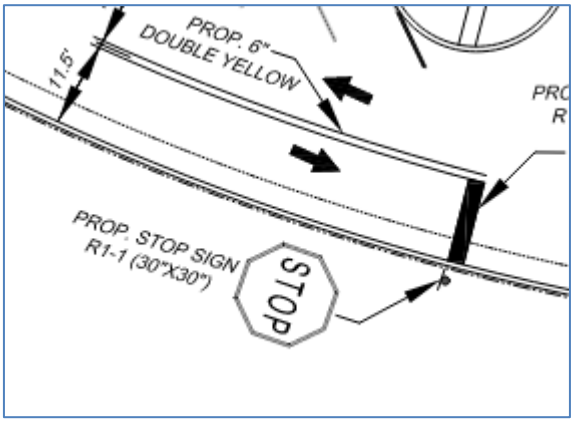


SHOMA BAY 06/27/23: Pedestrian warning sign has been removed, dimension had been added between stop bar and BOW. (See sheet C-7.0.)

CGA 07/03/23: Satisfied.

6. Please clarify if the proposed STOP signs along the southernmost internal driveway will be installed within the property line (see Sheet C-7.0).

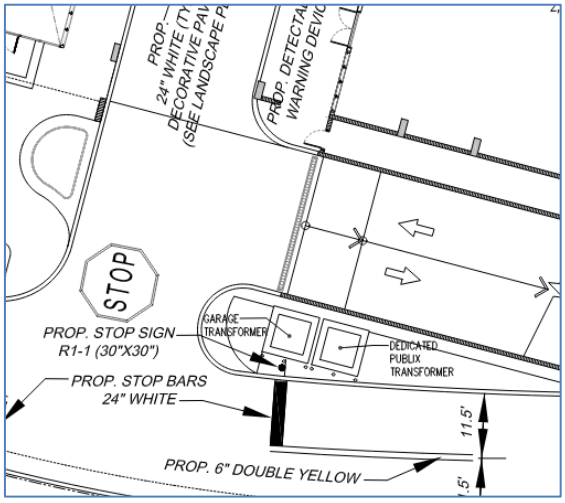




SHOMA BAY 06/27/23: Stop signs along the southernmost internal drive will be wall mounted to proposed 6' wall with in NBV property with a height clearance of 8'. (See sheet C-7.0.)

CGA 07/03/23: Satisfied.

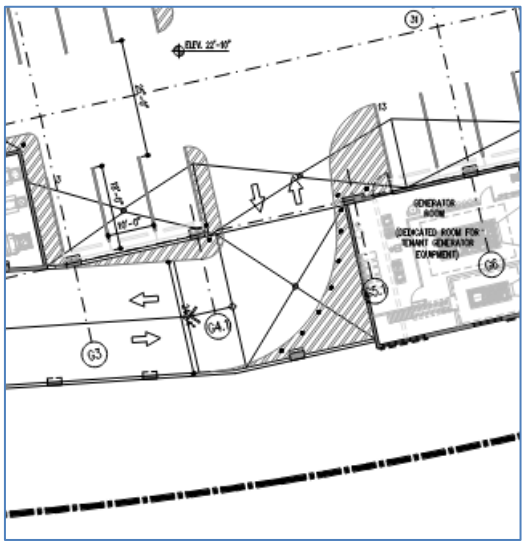
7. Please provide a stop bar and a stop sign for the ramp shown in sheet C-7.0.



SHOMA BAY 06/27/23: A stop bar and stop sign has been added to the ramp. See sheet C-7.0.

CGA 07/03/23: Satisfied.

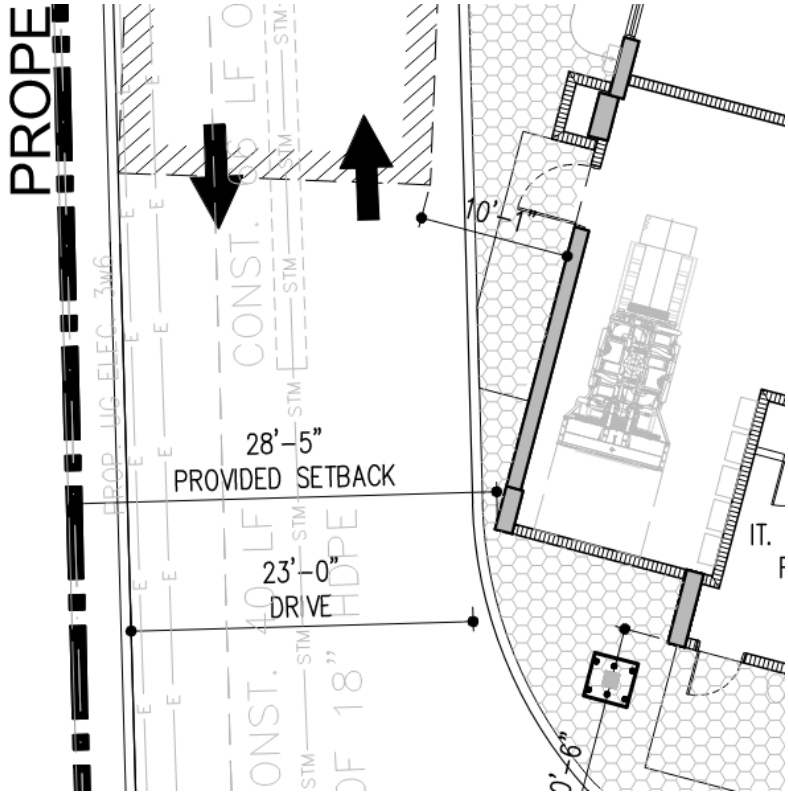
8. Consider adding pavement markings to visually help drivers stay in their lane at the sharp turn shown in sheets A-2.2 and A-2.4. Also, please consider adding a stop bar and a stop sign to control the movements at those intersections.



SHOMA BAY 06/27/23: Stop bars and stop signs have been added to create a full stop control intersection.

CGA 07/03/23: Please note that the stop bar and stop signs added are located at the entrance of the ramp, the suggested location is the curve at the top of the ramp, entering the parking lot (please see the figure shown above).

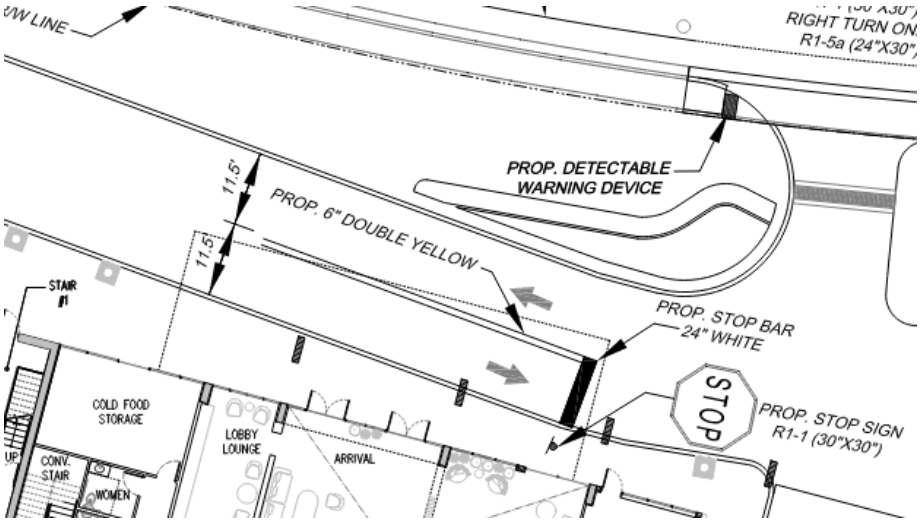
9. Please provide the dimensions for the sidewalk shown below. Please note that if this is an open space to the public, the sidewalk must meet minimum ADA criteria.



SHOMA BAY 06/27/23: Acknowledged, will provide at submittal for permit

CGA 07/03/23: Not satisfied. Please address this issue.

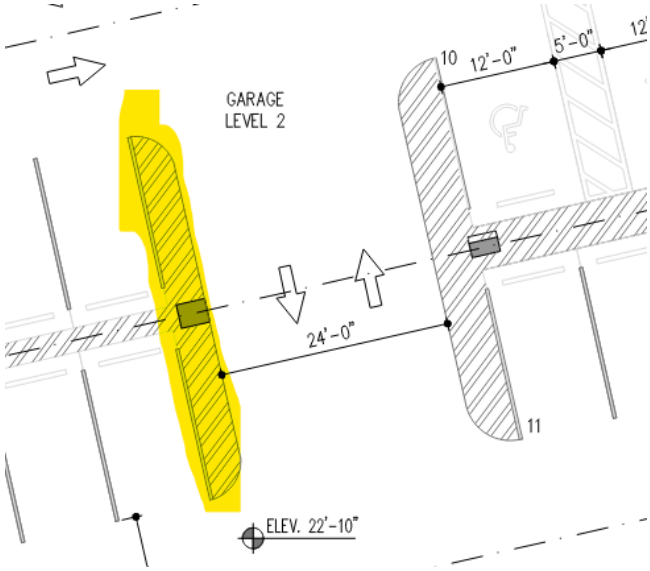
10. Please provide the dimensions for the stop sign location showing compliance with ADA criteria and lateral clearance for the driveway.



SHOMA BAY 06/27/23: Stop sign location shown shall be 4' from the face of curb, and have a minimum height clearance of 6' as shown in detail sheet C-8.0.

CGA 07/03/23: Satisfied.

11. Please clarify if the hatch shown in the garage (all levels) refers to pavement markings. If so, the portion shown below must be rearranged to meet MUTCD criteria, diagonal crosshatch markings that are utilized to discourage travel on certain paved areas shall slant away from traffic. This applied to all levels of the parking garage.



SHOMA BAY 06/27/23: Acknowledged, will provide at submittal for permit

CGA 07/03/23: Not satisfied. Please note that the striping has not been modified. Please address this issue.

12. Please clarify if the connection/entry points between the sidewalk and the project are at the same level.
    SHOMA BAY 06/27/23: Acknowledged, will provide at submittal for permit
    CGA 07/03/23: Satisfied.

13. Please clarify whether spaces will be reserved in the garage by agreement with Grandview Palace. If so, please provide the number of parking spaces set aside for this purpose.
    SHOMA BAY 06/27/23: Acknowledged, will provide at submittal for permit
    CGA 07/03/23: Not satisfied. Please refer to the issue.

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☐ **West Palm Beach Office** · 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409 · 561.684.6161(p) · 561.684.6360(f)

Memorandum

Date:	July 3, 2023
To:	**Silvia E. Vargas, FAICP** Principal Planner / Calvin Giordano & Associates
From:	Salman A Rathore, PE
Subject:	Shoma North Bay Village - 1872 79th St. Causeway Traffic Study Review (1st Submittal)
Project:	CGA 237744
CC:	

Traffic Study Comments

The Shoma North Bay Village - 1872 79th St. Causeway Traffic Study report is prepared by David Plummer and Associates and submitted in June 2023. The overall analysis and results of the traffic study are satisfactory; however, the agreements made below as part of comments and response to comments should be made part of the approval conditions before a final determination on the project approval is made.

1. **Intersection of 79th Street Causeway / 1800 Block (Future Total Traffic) / Pg. 24**
   - Mitigation is provided in the form of signal timing optimization to achieve an overall level of service (D) or better and for the individual approaches as well. Coordinate with Miami Dade County Traffic Engineering Department and the Village to develop modified and acceptable signal timing plans.

Date: July 3, 2023

Salman Rathore, P.E.
Project Manager, Transportation & Mobility Department
Calvin Giordano & Associates

NORTH BAY VILLAGE DRC REVIEW

Discipline: **Landscape Architecture**
Reviewed by: **Tammy Cook**
Review Date: **07/03/2023**
Phone No.: **(954) 266-6488**
Fax No.: **(954) 921-8807**

Application: **Site Plan Review**
Project Name: **Shoma North Bay Village-Site Plan**
Modification Project Number: **23-7744**

Comments Based on Plan Submittal Date: 1st Submittal.

_____ No comments
__X__ **Comments as followed or attached**

Response Date: June 16th 2023

The following responses & updates were provided in response to City comments:

COMMENT #1:
Please be advised that no tree disposition plans where provided. As such, please provide tree dispositions plans in accordance with Chapter 100 of the North Bay Village Code for all the existing trees/palms on the site. Also, provide the common names, scientific names, DBH, canopy, height, condition, and disposition (preserved, relocated, or removed). We saw that on Sheet L-1 the Canopy Replacement Calculations was noted. Please provide the Tree Disposition Plans with the information noted above.
Response: Tree disposition plan has been provided please see sheet TD-1. All existing tree common names, scientific names, DBH, canopy, height, condition, and disposition have been noted in a table on sheet TD-1 **2nd Review: Comment Addressed.**

COMMENT #2:
Note that on Sheet L-2 there is a PE in the northwest corner of the site on the driveway.
Response: The Alexander Palm (PE) has been moved from the driveway to a planting pit on the sidewalk. Please see revised sheet L-1. **2nd Review: Comment Addressed.**

COMMENT #3:
On the north property there are a few of the CS trees which are very close to the storm drainage lines on either side of the inlet. Also, in the northwest corner adjacent to the inlet there is another CS which is very close to the storm drain line.
Response: The locations of the Silver Buttonwood's (CS) at the north property have been revised in context of the storm drainage lines and their locations have been adjusted to avoid conflict. Please see revised sheet L-1. **2nd Review: Comment Addressed.**

COMMENT #4:
On Sheet L-3, on the northeast corner of the site, explain when the PH Palm will be installed due to the temporary FPL transformer (noted on the Civil Plans) in the planter.
Response: The temporary transformer will be utilized during construction and removed once new FPL Vault is built and energized. Planting located on the site of the temporary transformer will be installed following its removal. **2nd Review: Acknowledged and comment Addressed.**

COMMENT #5:
There are existing wood or concrete power poles on the sidewalk at the southeast corner of the building which may not meet ADA. Please review the access as it may be necessary to remove the CI planter area to allow for this ADA access.
Response: Planting adjacent to power poles has been adjusted to allow ADA clearance. Please see revised sheet L-1. **2nd Review: Comment Addressed.**

COMMENT #6:

Please note the 7' wide parking lot buffer along the proposed parking adjacent to the ROW. Additionally, the parking area will need to be screened with a 3' high hedge and/or wall. Lastly, please provide 10' of landscape area per parking space and one tree per 80 sf of landscape areas. NOTE: This requirement is addition to other sections of the code.
Response: There is currently not parking spaces adjacent to the ROW on the north side of the site. Despite having no parking spaces the landscape area between 79th and the western portion of the site has been heavily screened with landscape including a hedge that borders the entire edge of the entry drive. An additional (6) trees have been added above lot and street tree requirement per the (6) parking spaces located on the south side of the building. **2nd Review: Comment Addressed.**

COMMENT #7:
Please clarify that the proposed required trees, parking trees and street trees do not exceed the maximum 30% palms. 29 palms are the maximum and 48 are provided.
Response: Palms provided above the 30% are not being counted towards landscape requirements. Please see revised landscape list & legend on sheet L-1 for clarification.
2nd Review: Comment Addressed.

COMMENT #8:
Note that there are street trees required along East Treasure Island Drive as 146/6= 6 and 7 trees are provided along that perimeter per the FPL right tree in the right place. Please fill in this information in the Landscape Requirement table under TREES E.
Response: Please see revised landscape legend on sheet L-1 for clarification of street tree requirements under overhead FPL lines. **2nd Review: Comment Addressed.**

COMMENT #9:
Please demonstrate that the principals of Florida Friendly are being utilized on this project and add a note on the landscape plans stating that an irrigation plans shall be submitted for review and permitting at the time of building permit.
Response: Only Florida-Friendly plant materials are being proposed with a majority being native to Florida. The note "All principals of Florida-Friendly landscaping and design standards shall be utilized." Is located on sheet L-1. The note " Irrigation plans shall be submitted for review and permitting at time of building permit." Is located on sheet L-1. **2nd Review: Comment Addressed.**

COMMENT #10:
Please provide the maximum 60% lawn area of all open space area on site. Also, provide and label all lawn area square footage on the landscape plans.
Response: Lawn area comprises less then 60% of all open space area on site, please see landscape legend on sheet L-1. Square footages for grass areas have been added to the plan and plant schedule please see revised sheet L-1. **2nd Review: Comment Addressed.**

COMMENT #11:
Please indicate all the proposed or existing stop/yield signs or on the landscape plans to ensure that the proposer visibility will be provided with any proposed landscape. The stop signs are not noted on the planting plans. Also note the bike racks and number.
Response: All proposed and / or existing stop / yield signs have been indicated on the landscape plan and proper visibility clearance has been provided. Bike rack locations have been shown on the landscape plan as well as on the hardscape plan which also includes quantities and specifications. Please see revised sheet L-1 and HS-1. **2nd Review: Comment Addressed.**

COMMENT #12:
Please provide the proposed and existing site lighting on the landscape plans to verify that there will not be a conflict with the proposed trees/palms and lights. Recommend a dash separation of 15' from the lights and large trees or 7.5' from the lights and a small trees or palms.
Response: Proposed and existing site lighting has been indicated on the landscape plan and a dashed separation radius line has been shown to illustrate that 15' clearance from large trees and 7.5' from small trees / palms has been provided. Please see revised sheet L-1. **2nd Review: Comment Addressed.**

COMMENT #13:
Per the ULDC Chapter 15, Form-based code A. Kennedy Boulevard District (KBD) 2.b.(5)(e), Primary and Secondary Frontages, shall utilize green or vegetated walls on a minimum 20% of the parking structure.
ARCH To provide response

COMMENT #14:
Per the ULDC Chapter 15, Form-based code A. Kennedy Boulevard District (KBD) 2.b.(8), Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the Primary and Secondary Frontages and within the view corridors. Elsewhere, walls, hedges fences and gates shall not exceed a height of eight feet.
ARCH To provide response

COMMENT #15:
Per the ULDC Chapter 15, Form-based code A. Kennedy Boulevard District (KBD) 2.b.(9), Streetscreens shall be between 3 and 3.5' and 8 feet in height and constructed of a material matching the adjacent Building Façade or of masonry, wrought iron or aluminum. The Streetscreen may be replaced by a hedge. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access. Streetscreens shall be located coplanar with the Building Facade Line. Above three (3) feet in Height, Streetscreens shall be fifty percent (50%) permeable or articulated to avoid blank walls
ARCH To provide response

COMMENT #16:
Per the ULDC Chapter 15, Form-based code A. Kennedy Boulevard District (KBD) 2.b.(10) Screening shall be as follows:

(a) All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any Frontage, Sidewalk or View Corridor by Liner Buildings, Streetscreens, walls, hedges, fences or opaque gates.

ARCH To provide response

COMMENT #17:
Per Division 4 Landscaping (Miami Dade Chapter 18A) 9.8 Landscaping Guidelines 9.7 B 3. Please be advised that any blank walls over 25' in length and other unattractive areas of the site or building should be heavily screened with landscaping. Additionally, landscape screening should be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.
ARCH To provide response

COMMENT #18:
Per the previous site plan application, there were conditions for approval for consideration:

A. A 6 foot wall on the southern edge of the property abutting Treasure Island Elementary School (TIES).

Response: A six-foot wall along the southern property boundary abutting Treasure Island Elementary school has been provided. Please see revised sheets L-1 and HS-1. **2nd Review: Comment Addressed.**

B. The developer shall landscape the northern edge of the Treasure Island Elementary School (TIES) northern perimeter of the property.

Response: Additional landscape screening has been added on the south side of the six-foot wall

along the southern property boundary abutting Treasure Island Elementary school. Please see revised sheet L-1. **2nd Review: Comment Addressed.**

C. The plans shall show the planting, irrigation and 6 foot wall on the TIES property. (Consider overhead utility lines along a this property line.)

Response: Additional landscape screening has been added on the south side of the six-foot wall along the southern property boundary abutting Treasure Island Elementary school. Planting will be irrigated. Tree selection in this areas has taken into consideration overhead power lines. Please see revised sheet L-1.

2nd Review: Comment Addressed.

If there are any questions or concerns, please feel free to contact me directly at the phone number or email address below.

Thank You,

Tammy D. Cook, PLA, LEED AP BD +C

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

PUBLIC WORKS/ENGINEERING DEPARTMENT

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

DRC Review Comments-Updated Site Plans

Project Title: SHOMA NORTH BAY VILLAGE

DRC Date: 6/26/2023

Reviewer: Delroy Peters, E.I., CIP Manager
Approved by: Marlon Lobban, P.E., Public Works Director

The following items must be addressed for site plan approval.

1. GENERAL CODE REQUIREMENTS

a. Provide location sketch (minimum scale: 1 inch equals (600) feet).

b. Provide copy of previously recorded plat and a copy of the county's plat report.

c. Provide copy of recent survey (Signed and sealed) with a minimum of two (2) benchmarks. Add benchmarks to site plan.

d. Show all existing and proposed easements with dimensions. Piping above 4" should be in easement.

e. Provide Landscape improvement plan.

f. Provide photometric plan submitted by a Registered Architect or a Registered Engineer.

g. Plan shall have a note indicating that the parcel proposed for land clearing or development does not serve as habitat for a rare, threatened or endangered species or a species of special concern; or is not an environmentally sensitive area.

h. Add notes to the cover sheet: "The proposed work has been designed in accordance with all applicable Federal, State, County, and Village Codes and regulations having jurisdiction. If any discrepancies exist between the plans/specifications prepared by the designer and the Village Code and/or the Village standard details, the latter shall govern or the most stringent".

2. **TRAFFIC CODE REQUIREMENTS**

   a. Provide recent Traffic Study; eastbound vehicular traffic in the outside travel lane on the Causeway entering the site will likely backup in the travel lane. Consider solution to prevent backup of traffic (ex., a dedicated right-turning lane).

   b. Access to traffic ways shall be designed in compliance with all agencies having jurisdiction.

   c. The project requires Miami-Dade County Engineering and Traffic Engineering approval. Provide a copy of Miami-Dade County's report and recommendations.

   d. The project will require FDOT Engineering and Traffic Engineering approval. Provide a copy of FDOT's report and recommendation (permit).

3. **SIDEWALK AND PARKING MARKING CODE REQUIREMENTS**

   a. Provide ramp curbs on sidewalk at driveway entrance (FDOT index304).

   b. Provide wheel stops for parking bays to prevent encroachment on non-parking areas by vehicles.

   c. Plans show parking spaces as 12' x 18' and 10' x 18'; others are not marked. Indicate what is typical for the other spaces.

   d. Call out turning radii for all curbs.

   e. Include sidewalk/grass strip restoration according to NBV core requirements.

4. **SIGNING AND PAVING MARKING CODE REQUIREMENTS**

   a. Provide 25 ft. min. of 6" Double yellow stripping at all locations where stops signs and stop bars are proposed. Call out length of prop 6" double yellow stripping.

5. **LIGHTING AND LANDSCAPING CODE REQUIREMENTS**

   a. Provide signed and sealed photometric plans

6. **PAVING CODE REQUIREMENTS**

   a. Call out driveway width at east entrance on E. Treasure Dr.

   b. Call out driveway return radius or flare (curb radius) at east entrance on E. Treasure Dr.; shall be a 10 feet minimum.

   c. Call out distance of driveways from intersection at E. Treasure Dr. & SR 934.

   d. Call out specifications for site paving. Proposed street/main driveway isles' pavements shall be consisted of a minimum of one-inch asphaltic concrete surface over an eight-inch limerock layer (as compacted) over a twelve-inch subgrade (as compacted) or a minimum of a one-inch asphaltic

concrete surface over a six-inch limerock layer (as compacted) over a twelve-inch subgrade (as compacted). Use 1-1/2" type S-I Asphalt. (S-I 1.25" to 2", S-III 0.75" to 1.25" cannot be stacked, can be used as final layer.

e. Labeling of curb is not consistent. Clearly label proposed Type D of F curb & gutter.

f. Based on elevations at entrance, ponding of surface water is likely to occur. Provide means to disallow settling. Should a valley gutter be placed in driveway to harmonize with curb and gutter at entrance?

g. 6% grade at north entrance on SR 934 is too high. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line does not change in excess of five (5) percent for either angle of approach or breakover angle.

h. The plans shall have a note indicating that vegetation, muck, and any deleterious material within the right-of-way limits of all streets should be removed and replaced with clean fill material, free of stumps, large roots, or other matter not suitable for inclusion in roadway fill.

i. Add a Standard Note to the Plans: The asphalt surface course shall not be placed until as-built drawings of the limerock base have been submitted and approved by the Engineer-of-Record and the City Engineer or designee.

j. Add Standard Note to the plans: The finished surface of the base course and that of the wearing surface shall not vary more than 0.04' from the approved grading plan (template), and all areas shall be graded to drain. Any irregularities exceeding this limit shall be corrected.

k. Note - Subgrade density shall be 98% (min.) AASHTO T-180 and LBR 40.

l. Note - Limerock density shall be 98% (min.) AASHTO T-180 and LBR 100.

m. Include notes on pavement restoration according to NBV core requirements.

7. **DRAINAGE CODE REQUIREMENTS**

a. Provide preliminary data of the drainage system (stage storage and pipe sizing calculations) along with the construction plans in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
b. Provide drainage calculation for 10-yr, 25-yr, and 100-yr storms.

c. Minimum size of proposed drainage pipe shall be 15 inches. Upgrade all pipes below 15 inches.

d. Standard details on plans show 12” pipe. Upgrade standard details to 15”.

e. Minimum cover for all drainage pipes shall not be less than eighteen (18) inches. Provide drainage detail cross-section showing min cover.

f. Provide cross-sectional views along and across the proposed retention area.

g. Provide cross-sectional views at property boundary, showing slopes toward ROW and adjoining properties.

8. **WATER AND SEWER CODE REQUIREMENTS**

a. Show all utility easements in grayscale on Landscaping Plan.

b. Show all water, services, and appurtenances in grayscale on Landscaping Plan.

c. No permanent structures, including landscaping, shall be located above water supply lines.

d. Water meters and backflow devices must be located within landscaped areas. It is not clear on plans whether the meters are located in green space.

e. A fire flow test must be conducted to verify the availability of required fire flow prior to site plan approval.

f. Provide fixture unit count to support water meter sizing.

g. Provide fire flow calculations as provided by a professional engineer prior to site plan approval.

h. Include copies of Miami Dade County DTPW Standard details.

i. Call out fire hydrant/s location from access way and/or drive aisles.

j. Maintain a minimum 6 feet horizontal separation between water and sewer systems; provide sheet showing details of conflict points for water and sewer. Observe separation requirements.

k. Maintain a minimum 18" vertical separation for all utility crossings.

l. Identify bacteriological Sampling Points (AWWA C-601) at or less than 100' of pipe.

m. Identify top-of-pipe elevation of water main every 100 feet.

n. Call out length of water pipe and bends. Provide notes if mains are private. Valve require for Village's access to mains if required.

o. Minimum water main diameter shall be 6 inches.

p. Provide standard details of guard post/bollards.

q. Water main valves shall be located such that interruption to service can be isolated within no more than two (2) blocks apart in residential areas and at or less than one (1) block apart for commercial.

r. Water service lines shall be operational during pressure test.

s. Shop drawing shall be submitted prior to construction

t. Add the Standards of Design and Construction Notes for water and Sewer to the plans.

9. **SANITARY SEWER SYSTEM CODE REQUIREMENTS**

a. Show all existing and proposed sewer mains, services and appurtenances in gray scale on the Site Plan

b. Show all existing and proposed utilities and easements (20 ft. for sewer. Minimum 6 ft. between water and sewer).

c. Show all sewer mains, services and appurtenances in gray scale on Landscaping Plan.

d. No permanent structures including landscaping shall be located above sanitary system.

e. Include copies of Miami Dade County DTPW Standard details.

f. Identify proposed sanitary sewer laterals and clean-outs.

g. Add Standard Note to the plans: Ownership and maintenance of the sanitary system by the Village is limited to the mains from manhole to manhole and expressly excludes sewer lateral services. The sewer lateral service from the gravity main into the building is to be maintained by the property owner.

h. Provide top-of-pipe and bottom-of-pipe elevations for all utility crossings (schedule table)

i. Provide details for gravel bedding for pipes and manholes; minimum 6 inches thick gravel bedding shall be required for all gravity sewer pipes and manholes.

j. Manhole shall be precast concrete in accordance with ASTM C-478. Maximum thickness 8 inches. Minimum thickness 6 inches. Base extension outside the wall of manhole.

k. Drop manhole shall be required for greater than 2-foot drop.

l. Minimum 0.10' invert fall if pipes change direction; update MH-01.

m. Provide a gravity sewer profiles sheet including rim and invert elevations, slope, and all utility crossings.

n. Sewer cleanouts shall be located at the property line for all sewer laterals.

10. **PERMITS - LICENSES - AGREEMENTS**

DERM approval (Sewer Transmission System).

a. WASD- Water Supply Certification letter (Water Distribution System).

b. FDOT approval (Driveway Connection - Drainage Connection).

c. Tree Removal Permit (DERM).

d. Copy of Final Recorded Plat.

e. Miami-Dade County Plat Report and Recommendations are addressed.

f. Water and Sewer Developer's Agreement must be executed.

g. Performance Bond (Surety, Letter of Credit, Cash).

h. Copies of Contractor's Certificate of Competency and Insurance.

11. **GENERAL DOCUMENTS REQUIRING SIGNATURE BY A P.E.**

a. Final Engineering Plans consistent with Village Approved Standard Details of Construction and Specifications and in conformance with Master Plan and Approved Site Plan.

b. Erosion and Sedimentation Control Plan.

c. Village/Miami-Dade County Approved Construction Details and Specifications.

d. Village/Miami-Dade County Approved Pavement Marking Details.

e. Approved Shop Drawings.

f. Storm Drainage Calculations.

g. Wastewater Flow Calculations.

h. Wastewater Lift Station Calculations.

i. Fire Flow Test.

j. Fire Flow Calculations.

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 23, 2021, by Resolution 2021-046 (attached as Exhibit "A"), the Mayor and Commission of North Bay Village granted approval pursuant to Sec. 5.8 and Chapter 15 of the North Bay Village Unified Land Development Code (the "ULDC") for a site plan involving a mixed-use project (the "Project") on an approximately 2.8-acre site, previously identified by Folios No. 23-3209-000-0250; 23-3209-000-0251; 23-3209-000-0253; 23-3209-000-0260, located at 1850-1875 79th Street Causeway (Kennedy Causeway); and

WHEREAS, the Project consisted of a 24-story, 205-foot-7-inch building, containing 333 for-rent residential units; a 36,068-square-foot supermarket; 6,315 square feet of additional retail space; 716 parking spaces; and other amenities; and

WHEREAS, Shoma North Bay Village, LLC ("the "Applicant") has submitted an application seeking approval to modify the previously approved Project for the same

location (now integrated under a single folio through unity of title recorded in the Public Records of Miami-Dade County), as legally described in Exhibit “B,” “Legal Description” attached hereto (the “Property”); and

WHEREAS, with the proposed modifications, the Project will consist of a 253-feet-10-inch building encompassing 333 for-sale residential units along with complementary resident amenities; approximately 52,929-sq. ft. of retail space including a grocery store; a liquor store; a food hall; and additional retail space; along with 750 parking spaces in structured parking; and

WHEREAS, the proposed modifications exceed thresholds established in Sec. 5.9 of the ULDC to qualify for an administrative approval of site plan modification and therefore require review as a new site plan under the provisions of Sec. 5.8 of the ULDC; and

WHEREAS, the site plan for the Project is attached hereto as Exhibit “C”; and

WHEREAS, the Project is to be constructed in the “South Kennedy Special Area Plan” (“SK SAP”), which has been approved by Ordinance No. 2023-___, on the south side of Kennedy Causeway, which SK SAP encourages mixed-use developments, with a maximum building height of 24 stories or 240 feet and a base density of 70 units per acre, and provides for an optional set of development regulations that may be voluntarily employed in the mixed-use development of the Property set forth in “Appendix B, South Kennedy Special Area Plan”; and

WHEREAS, density bonuses to exceed the base density of 70 units per acre, are approvable by the Commission pursuant to Sec. 8.10.1, adopted via Ordinance No. 2022-

013, and Sec. 8.12.5, upon the allocation of non-subsidized workforce housing and payment of a Community Contribution Fee assessed by the Village;

WHEREAS, the Applicant is seeking a density of 120 units per acre to reach the proposed total number of residential units; and

WHEREAS, the workforce housing requirements for the density increase set forth in Sec. 8.10.1 of the ULDC, as amended, applies to for-sale projects and may be satisfied through on-site provision of workforce housing, or through a payment in lieu of workforce housing; and

WHEREAS, pursuant to Sec, 8.10.1 of the ULDC, a payment in lieu of workforce housing may be reduced by the Commission through a Development Agreement if it determines that the timing and extent of the public benefits provided in connection with the project that are enjoyable collectively by all Village residents outweighs the potential benefit to the segment of the Village population provided by the contributions in lieu of workforce housing set forth Sec. 8.10.1 of the ULDC; and

WHEREAS, Village staff reviewed the Project and found its proposed density, intensity, and uses consistent with the SK SAP, the Commercial Future Land Use category of the Comprehensive Plan and other relevant goals, objectives and policies in the Future Land Use Element, and the Village's goals articulated in the NBV100 Master Plan, to revitalize its commercial sector and attract new mixed-use developments to its Village center, and recommends approval subject to the conditions herein; and

WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, Village Staff and the Applicant have agreed on the terms of a development agreement, approved

pursuant to Resolution No. 2023-____, which memorializes density bonus requirements, building area in the Project, and other requirements; and

WHEREAS, after a duly noticed public hearing held on July 27, 2023, the Planning and Zoning Board by a vote of 4-0 recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on _____, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is [consistent/not consistent] with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Appendix B of the ULDC, the site plan to construct a mixed-use development Project consisting of 333 residential units along with complementary resident amenities; a 35,316 square-foot grocery store; a 1,400 square-foot liquor store; a 11,923 square-foot food hall; and 2,538 square feet of additional retail space, as well as 750 parking spaces in structured parking (as shown in Exhibit "C"), is hereby [approved/denied/approved subject to the following conditions]:

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional one-year extensions may be granted upon approval by the Village Commission based upon a finding that Applicant has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). A request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.
2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and payments, and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Updated Boundary and Improvement Survey prepared by John F. Pulice, PSM, dated 6/1/22 and digitally signed 4/21/2023.
   B. Architectural plans prepared by MSA Architects, digitally signed 06/29/2023 by Jose Saumell:
      1) Sheet CS: Cover Sheet and Drawing Index
      2) Sheet A-0.SP-1: Site Plan
      3) Sheet A-2.1: Overall Floor Plan Level 1
      4) Sheet A-2.1M: Mezzanine Floor Plan
      5) Sheets A-2.2 through A-2/23/2: Overall Floor Plan Levels 20-23
      6) Sheet A-2.24: Roof Plan / Pool Deck
      7) Sheets A-3.1 and A-3.2: Residential Building Elevations
      8) Sheets A-3.3 and A-3.4: Garage Building Elevations
      9) Sheets A-4.1 through A-4.7: Unit Plans
   C. Landscape Plans prepared by Witkin Hults, Design Group, digitally signed 6/28/23 by Andrew M. Witkin, RLA:
      1) Sheet L-1: Index and Landscape Plan – Ground Floor
      2) Sheets L-2 and L-3: Landscape Plan
      3) Sheet L-4: Landscape Plan – Level 11/Zen Garden
      4) Sheet L-5: Landscape Plan – Pool Deck
      5) Sheets L-6: Landscape Details
      6) Sheet TD-1: Tree Disposition Plan
      7) Sheet HS-1: Hardscape Plan – Ground Level
      8) Sheet SK-1: NE Plaza Enlargement

D. Civil Engineering Plans prepared by David Plummer & Associates, dated 05/23/2023 and digitally signed by Todd Seymour, PE, 06/29/23:
   1) Sheet C-1.0: General Notes
   2) Sheet C-2.0: Civil Site Plans
   3) Sheet C-3.0: Pavement Details
   4) Sheet C-4.0: Water Distribution Plan
   5) Sheet C-5.0: Sewer Distribution Plan
   6) Sheet C-6.0: Water and Sewer Details
   7) Sheets C-7.0 and C-8.0: Signing and Pavement Marking Plan and Notes
   8) Sheet C-9.0: Grading and Drainage Plan
   9) Sheet C-10.0: Drainage Details
   10) Sheets C-11 and C-12: Stormwater Pollution Prevention Plan and Detail

E. Gravity Sewer Capacity Analysis Technical Memorandum prepared by 300 Engineering Group LLC, dated 6/14/23.

F. Traffic Study #20105, prepared by David Plummer & Associates, dated June 2023; and cover letter for comparison analysis dated 3/23/23, prepared by Juan Espinoza, PE.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's Site Plan Approval conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.

Workforce Housing, Density Bonus and Community Contribution Fee:

1. The Applicant has not made provisions to allocate the 10 percent of workforce housing units required to attain the proposed density increase from the maximum base density of 70 units per acre to 119 units per acre, on the basis that the project consists of all for-sale units. Pursuant to Sec. 8.10.1 of the ULDC, as amended, the Applicant may elect to make a contribution in lieu of on-site provision of workforce housing.

Landscape and Public Realm:

1. Pursuant to the landscape plans, at least seven percent (7%) of the aggregate lot area, or approximately 6,691 sq. ft., has been assigned as civic space. The areas identified as the "East Plaza" and "West Plaza" shall be developed with public-realm-appropriate improvements and function. The Applicant shall be responsible for constructing or providing all the required associated improvements, including Public Art.
2. The Applicant shall, in coordination with the Village, select an artist to create public art displays to be installed at the following locations: 1) The East Plaza; 2. The Florida Department of Transportation (FDOT) entry median at the Village's eastern boundary on the 79th Street Causeway (the "Eastern Median"); and 3) the FDOT entry median at the Village's western boundary on the 79th Street Causeway (the

"Western Median"). Collectively, these three locations shall be known as "the Public Art Locations." The Applicant and the Village shall jointly agree on the public art to be installed at the Public Art Locations.

3. Palms shall be planted along the 79th Street Causeway frontage of the property, of a species pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on the Causeway.
4. The Applicant shall replace the existing bus shelter located on the public right-of-way, adjacent to the northeastern corner of the property. The Village shall pay for the design of the new bus shelter and provide design specifications and plans to the Applicant, who will be responsible for paying up to $35,000 for the fabrication and installation of the shelter. The Village will be responsible for overseeing the fabrication and installation of the shelter.
5. Beautified, safe pedestrian crosswalk treatments shall be required for the central driveway between the residential and commercial portions of the building. Likewise if (as an outcome of the study described in Condition No. 7 of the Traffic/Circulation/Parking conditions listed below), the installation of a mid-block crosswalk is determined to be warranted on East Treasure Drive, such crosswalk shall be similarly beautified.
6. All structured parking shall be screened from view from the adjacent rights-of-way by an art treatment, to be approved by the Village Manager.
7. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.
8. Synthetic turf may only be used subject to the limitations of Sec. 9.24 of the ULDC.
9. A photometric plan by a Registered Architect or Engineer shall be submitted.
10. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
11. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.
12. The Applicant shall seek to attain no less than 20 points from the North Bay Village Green Building Program, which effort shall include pursuing NGBS Silver certification for the project, as per the Applicant's sustainable design consultant.

<u>Infrastructure/Drainage</u>:

1. The Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.
2. All existing and proposed utility easements, water and sewer mains, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.

3. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.
4. A fire flow test shall be conducted to verify the availability of required fire flow.
5. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
6. Prior to Master Building Permit approval, the Applicant shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system, as well as drainage calculations for 10-, 25- and 100-year storms.
7. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

Traffic/Circulation/Parking:

1. The Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.
2. Working with Miami Dade County Traffic Engineering Department and the Village, the Applicant shall develop an effective signal timing optimization approach for 79th Street Causeway at the junction with the 1800 block of the Causeway and with East Treasure Drive, to maintain an acceptable Level of Service for these intersections.
3. The Applicant shall consider a solution (e.g., a dedicated right-turning lane) to prevent backup of eastbound vehicular traffic in the outside travel lane on the Causeway entering the site.
4. The Applicant shall specify turning radii for all curbs and sight distance triangles for East Treasure Dr. to allow for the evaluation of visibility per Sec. 9.7.B. of the ULDC.
5. The Applicant shall provide updated auto-turn exhibits illustrating the following: a) an overall design that is consistent with the plans set; b) a complete vehicle maneuver until the vehicle is completely aligned with the travel lanes along E Treasure Dr; c) the design vehicle accessing and exiting the trash dumpster.
6. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
7. The Applicant shall address/mitigate potential risk of vehicles encroaching into the sidewalk within the TIES School Zone.
8. The Applicant, in coordination with Miami-Dade County and North Bay Village, shall conduct a pedestrian safety study after the project site is fully operational for

at least six (6) months. This study will determine if a mid-block crosswalk is warranted on East Treasure Drive based on pedestrian and traffic volumes. Miami-Dade County has ultimate authority over the approval, installation and placement of a crosswalk. If it is determined that an additional, midblock crosswalk is not warranted, the applicant will work with the County and the Village on improving the existing nearby crosswalks.

9. Pavement markings on all levels of the parking garage shall be revised to meet MUTCD criteria, with diagonal crosshatch markings slanting away from traffic to discourage travel on certain paved areas.
10. Wheel stops shall be provided for parking bays to prevent vehicular encroachment into non-parking areas.
11. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
12. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line shall not change in excess of five (5) percent for either angle of approach or breakover angle.
13. The Applicant shall provide, in graphic and tabular form, the location and number of spaces reserved in the parking garage for use by Grandview Palace, if any. Copy of any agreements between Shoma North Bay Village and Grandview Palace, as may be amended from time to time, shall be submitted to the Village as part of the project record.

Other:

1. The Applicant shall provide a copy of previously recorded plat and a copy of the County's plat report, if available. In the event that the property is determined to not have been previously platted, the Applicant shall plat the property prior to the issuance of a building permit, pursuant to the provisions of Division 3 of Chapter 5 of the North Bay Village ULDC and consistent with Policy 2.1.11 of the NBV100 Comprehensive Plan.
2. All signage shall comply with the restrictions of Section 15.6.E.

Prior to issuance of a Certificate of Occupancy

1. Applicant shall pay all amounts of any kind then due to the Village, either under the Project Approval, the Development Agreement, or as imposed pursuant to any Land Development Regulation.

Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

The requested site plan [meets/does not meet] the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval [is/is not] contrary to the public interest or detrimental to the community and [is/is not] compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use

regulations. The Project [supports/does not support] the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project [is/is not] compatible with surrounding intensities and densities of development, [provides/does not provide] access to adequate light and air for surrounding properties, [provides/does not provide] commercial use(s) intended to serve the needs of the residents; and [creates/does not create] a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Brent Latham	___
Vice Mayor Richard Chervony	___
Commissioner Goran Cuk	___
Commissioner Andrew Rotondaro	___
Commissioner Rachel Streitfeld	___

PASSED AND ADOPTED on this ___ day of _____ 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba Chang, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit "A"
LEGAL DESCRIPTION

Address: 1872 79TH STREET (KENNEDY) CAUSEWAY, NORTH BAY VILLAGE

Folio Number: 23-3209-000-0250

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

Exhibit “B”
SITE PLAN APPLICATION SET

(Attached)

Exhibit “C”
DEVELOPMENT AGREEMENT

(Attached)

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; AND (B) INCREASE BUILDING HEIGHT ABOVE THE BASE BUILDING HEIGHT OF 150 FEET VIA BONUSES AVAILABLE PURSUANT TO SEC. 8.12, UP TO A MAXIMUM HEIGHT OF 312 FEET; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

WATCH THE VIRTUAL PUBLIC MEETING:
HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS
TV CHANNEL 661
FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM .

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9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

3/3

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - NOV. 9, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

10/30/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
30 day of OCTOBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

MARIA I. MESA
Notary Public - State of Florida
Commission # GG 956667
My Comm. Expires Mar 4, 2024
Bonded through National Notary Assn.

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON NOVEMBER 9, 2023 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OF AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 OF CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO ALLOW TEMPORARY STRUCTURES WITHIN THE T6-30 ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, TO PROVIDE FOR DEVELOPMENT OF A MIXED-USE PROJECT TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

North Bay Village

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 896 8200 0045
PASSCODE: 114631

WATCH THE VIRTUAL PUBLIC MEETING:
HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS
TV CHANNEL 661
FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM .

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
10/30 23-45/0000691394M

ZR

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Approving a Development Agreement with Shoma North Bay Village, LLC Relating to the Proposed Mixed-Use Development Project for the Property Located at 1872 79th Street Causeway - *Village Manager Ralph Rosado, Ph.D., AICP***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission consider and approve the proposed Development Agreement with Shoma North Bay Village, LLC.

BACKGROUND AND ANALYSIS

Shoma North Bay Village, LLC, has submitted an application to North Bay Village seeking approval of a new site plan for a mixed-use development project at the property located at 1872 79th Street Causeway. The proposed mixed-use development project consists substantially of the following: 333 residential units, plus complementary indoor and outdoor resident amenities; 52,929 sq. ft. of commercial/retail space; and 750 parking spaces.

Section 8.15 of the Village's Unified Land Development Code provides that prior to the approval of a site plan that requests bonus height or density, and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative terms for a standard Development Agreement, which shall be presented to the Village Commission as support documentation for the site approval request. Section 15.2.G of the ULDC requires a development agreement in connection with a special area plan. In order to develop the Project, the Owner is seeking a modification of the previously approved Special Area Plan (SAP) and to amend and restate the Original Development Agreement.

As a condition of approval of the site plan for the referenced project and in accordance with Section 8.13 of the Village's ULDC, the Village and both the Owner and Developer have agreed to enter into a Development Agreement that memorializes density bonus requirements, building area in the Project, and other requirements.

The item was deferred from a previous Commission meeting, and the property owner wished to meet with all members of the Village Commission before finalizing negotiations. Not all of the meetings took place, plus the developer believes that additional negotiations may take place at the Commission meeting itself. As such, Staff has been advised to upload an agreement that can be addressed at the meeting.

The Development Agreement provides for key deal terms such as:

1. A different version of this project was approved in early 2021, when Community Contribution Fees (CCFs) were waived at time of project approval. Because the project has been modified, the CCF formula of $20,000 per unit above the base density, for 137 units in this case, would result in a payment of $2.74M. While the developer has offered to pay half that amount ($10,000 per 137 units, or $1.37M), Staff recommends collecting $2.74M, in recognition of the fact that the project did not move forward when first approved.
2. The developer is willing to pay upfront the associated Parks ($677,289) and Police ($276,642) impact fees, within 90 days of approval. These are not additional contributions per se, and the developer would receive credit for these payments at time of building permit. Nonetheless this advances $953,931 that could be used for Village capital projects sooner rather than later.
3. Recent projects have made contributions toward Village projects that approximate $9.85/square foot of land, or $1.205M in this project's case. We are still recommending that we collect this fee, which can be used for a variety of items, including Village Hall.
4. Workforce Housing payment: The expected payment per the new Ordinance is based upon 10% of 333 total housing units, or 34 units, at the differential amount of @ $141,000/unit, or $4,794,000. The developer seeks to pay the equivalent of 5% of the number of housing units above base density (137) or 7 units at the differential amount of @ $141,000/unit or $987,000.
5. $1 per fee event for non-residential parking within the project, in perpetuity.
6. Completion of the site's portions of the Complete Streets improvements to be determined by the Village Commission.
7. Branding that reflects North Bay Village's identity, in all project materials that refer to a place name.

8. The promotion of employment opportunities for local hiring of residents for the construction and operational phases of the project.
9. Setting aside 34 of the project's 333 residential units as part of the Village's workforce housing program or making a payment in lieu of workforce housing consistent with the Village's workforce housing ordinance.
10. A 6-foot wall abutting Treasure Island Elementary School (TIES), as well as installing or funding landscaping on the northern perimeter of TIES.
11. The planting of Royal Palms consistent with the Village's recent causeway landscaping project.
12. Sidewalks that are a minimum of 8 feet wide along the western side of the sidewalk fronting the causeway.

The Development Agreement is attached for the Commission's review and approval.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
As detailed in the Background & Analysis Section

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - DA w. Shoma 1872 79th St.DOCX
Shoma Development Agreement 20231102.docx
Impact Fees Calculation - Shoma 2023 Update.pdf
DBR Meeting Notice 10.30.23

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Shoma North Bay Village, LLC, ("the "Owner") has submitted an application to North Bay Village (the "Village") seeking approval of an amendment to a previously approved site plan for a mixed-use development project at the property located at 1872 79th Street Causeway (Kennedy Causeway) and designated Folio No. 23-3209-000-0250 (the "Property"); and

WHEREAS, the Owner previously entered into a development agreement dated December __, 2021 (the "Original Development Agreement"); and

WHEREAS, the proposed mixed-use development project consists substantially of the following: 333 residential units, plus complementary indoor and outdoor resident amenities; 52,929 sq. ft. of commercial/retail space; and 750 parking spaces (collectively, the "Project"); and

WHEREAS, Section 8.15 of the Village's Unified Land Development Code (the "ULDC") provides that prior to the approval of a site plan that requests bonus height or density, and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative terms for a standard Development Agreement, which shall be presented to the Village Commission as support documentation for the site approval request; and

WHEREAS, Section 15.2.G of the ULDC requires a development agreement in connection with a special area plan; and

WHEREAS, in order to develop the Project, the Owner is seeking a modification of the previously approved Special Area Plan (SAP) and to amend and restate the Original Development Agreement; and

WHEREAS, pursuant to Section 8.15 and Section 15.2.G of the Village Unified Land Development Code ("ULDC"), the Village and the Owner have agreed on the terms of a development agreement, a copy of which is attached hereto as Exhibit "A" (the "Development Agreement"), which memorializes density bonus requirements in the Project, and other requirements, obligations, and commitments; and

WHEREAS, the Village Commission finds that the Development Agreement is consistent with the Village's Comprehensive Plan and the UDLC; and

WHEREAS, the Village Commission desires to approve the Development Agreement and authorize the Village Manager to execute the Development Agreement with the Owner in substantially the form attached hereto as Exhibit "A"; and

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

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Approval. That the Village Commission hereby approves the Development Agreement with the Owner.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Development Agreement in substantially the form attached hereto as Exhibit "A" with the Owner, subject to approval as to form, content, and legal sufficiency.

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

Section 5. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

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

PASSED AND ADOPTED on this ___ day of September, 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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this_____ day of_____, 2023, by and between Shoma North Bay Village, LLC, a Florida limited liability company (the "Developer") and North Bay Village, Florida, a Florida municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located within the boundaries of the Village, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated “Commercial” on the Village's Comprehensive Plan Future Land Use Map and zoned T6-24 transect zone pursuant to the Village’s Land Development Regulations (as herein defined); and

WHEREAS, On March 23, 2021, the Village Commission approved a site plan by Resolution No. 2021-46 (the “Original Approval”), which provides for a mixed-use development project named “SHOMA Bay” consisting of 333 residential units, a 36,068 square foot supermarket, 6,315 square feet of retail space, 666 structured parking spaces, and other amenities (the "Initial Project"); and

WHEREAS, The Developer and Village previously entered into a Development Agreement for the Initial Project which is recorded at Official Records Book 32964 at Page 4197 of the Public Records of Miami-Dade County; and (the “Original Development Agreement”); and

WHEREAS, the Developer and the Village mutually desire to modify the Original Approval according to the modified site plan approved by Resolution No. 2023-___ on _____, 2023 (the “Approval Resolution”), to allow for a mixed-use building containing 333 residential units, which will be luxury condominium units, as opposed to the previously approved rental project, 52,929 square feet of commercial space including a new Publix grocery store, and a high end food bazaar which will be open to the public, and 750 parking spaces in a structured garage (the “Project”); and

WHEREAS, the Developer and the Village desire to amend the Original Development Agreement and enter into this Agreement to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15 and Chapter 15 of the Village’s Unified Land Development Code (the “ULDC”).

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developer and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated

herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

a. “Approval Resolution” is defined as Resolution No. 2023-___ on _____, 2023, adopted on _____, 2023, attached hereto as Exhibit “B.”

b. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S.

c. " Site Plan" is that Development plan prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.

d. "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple homeowners of any individual lot or unit within the Development. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment. In any such assignment, the assignor Developer shall not be released from its obligations under this Agreement except by written release executed by the Village.

e. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

g. "Effective Date" is the latter of the date of execution of this Agreement by the Developer or the Village.

h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.

i. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

j. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land. “Land Development Regulations” does not include operational requirements and restrictions, including but not limited construction activity, noise, parking, or pollutant discharges,

k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.

l. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over the Property, and grants development permits for, land development.

m. “Master Building Permit” means a building permit for above-grade vertical construction of the shell of the principal building approved under the Project Approval, as herein defined.

n. "Project" means the development approved pursuant to the Project Approval, as may be modified consistent with applicable Land Development Regulations.

o. "Project Approval" is defined in Section 6 of this Agreement.

p. “Project Validity Period” is defined in Section 7(e).”

q. "Property" is that certain 2.8-acre site, located at 1850–1872 Kennedy Causeway, as more particularly described in Exhibit "A" attached hereto.

r. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, and potable water.

s. “SAP Approval” is that certain Special Area Plan approved pursuant to Ordinance No. 2023-XXX, on _____, 2023, by the Village Commission.

t. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio

service, or telecommunication service.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.15 and Chapter 15 of the ULDC.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida, by the Village at the Developer's expense, and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of two (2) years from the Effective Date (the "Term").This Agreement shall be automatically extended by extensions of the Project Approval.

b. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (the "Expiration Date").

c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Developer to continue the development of the Project.

d. If the Project Approval (as defined below) expires, terminated, or revoked as provided in Section 7.f of this Agreement, this Agreement shall automatically terminate, and the Term shall be deemed to have lapsed.

5. Permitted Development Uses and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the Village has approved a Site Plan pursuant to the Approval Resolution, a copy of which is attached as Exhibit "B." The Special Area Plan approval sets forth the binding development criteria for the Property ("SAP Approval"), a copy of which is attached as Exhibit "C" (collectively, the Site Plan, the Approval Resolution, and the SAP Approval constitute the "Project Approval"). In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations, subject to compliance with the conditions herein. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations.

b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of minor modifications), and the applicable provisions of the Comprehensive Plan.

6. Project Approval.

a. The Project shall be in conformance with the following:

i. Boundary Survey prepared by Pulice Land Surveyors, LLC, dated April 21, 2023; and

b. Plans prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, including the following pages:

i. CS, dated April 28, 2023
ii. A-0. SP-1, dated April 28, 2023
iii. A-2.1–A-2.24, dated April 28, 2023;
iv. A-3.1–A-3.4, dated April 28, 2023;
v. A-4.1-A.4.7, dated April 28, 2023;
vi. RE-1-RE-2, dated April 28, 2023;
vii. C-1 - C-12, dated April 28, 2023; and
viii. L1–L6, dated April 28, 2023.

7. Conditions of Approval.

a. Community Contribution Fee.

i. Based on the date of the Approval Resolution, and as modified by the Commission pursuant to Resolution No. 2021-010, the Developer shall pay a total community contribution fee of $4,898,931, as follows:

Installment	When Due	Percent of Total	Amount Due
1	January 30, 2024	25%	$1,000,000.00
2	April 30, 2024	25%	$1,000,000.00
3	September, 2024	50%	$2,898,931.00
Total		100%	$4,898,931.00

Up to $1,000,000.00 of the Community Contribution Fee shall constitute a partial payment in lieu of impact fees, which sum shall be applied against impact fees owed (when due) for police and parks. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Developer waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Developer shall be entitled to a credit against impact fees

in the amount paid in lieu of impact fees pursuant to this Paragraph 7.a.i that may be applied against police and parks impact fees due for any development until such time as the balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of the payment in lieu of impact fees and Developer waives any potential refund of any payments in lieu of impact fees under this Paragraph 7.a.i.

b. Parking.

i. A total of 506 spaces are required for the various uses. The Project shall provide 750 parking spaces that include 15 electric vehicle ready spaces, 17 ADA spaces, and 69 bicycle rack parking spaces as set forth on sheet A-0.SP-1 of the Project Approval plans.

ii. Parking Participation Contribution. Commencing upon the Developer's first instance of charging invitees or guests for non-residential parking:

a. Developer shall bi-annually pay the Village an amount equal to $1 per fee event for non-residential parking within the Project. As used in this section, a "fee event" shall occur whenever a vehicle belonging to a non-resident or invitee of the Project pays a fee for accessing the parking garage and stationing a vehicle on the Property. Where parking is offered at no charge to the end-user directly or through validation no fee event shall be considered to have occurred. Where parking is offered at a reduced charge to the end user, a fee event shall be considered to have occurred.

b. Developer shall on or before ninety (90) days following the close of each fiscal year deliver to the Village a certified statement of its annual gross receipts and charge-offs for parking, and number of parking fee events ("Parking Figures") prepared by an independent certified public accountant ("CPA"), admitted to practice in the State of Florida, reflecting Parking Figures for the preceding fiscal year. The CPA statement shall render an unqualified opinion, based on the result of the audit, relative to the Developer's accounting of Parking Figures. Developer will allow Village auditors, during regular business hours after reasonable notice, to audit, inspect and examine the Developer's fiscal books and records and tax returns, insofar as they relate to Parking Figures, to confirm the Developer's compliance with this Paragraph 7.n. In the event of an under- or over-payment of the contribution based on parking fee events for the preceding year, the party owing sums shall, within thirty (30) days, remit to the other party the amount owed. In the event the

Developer owes an amount representing greater than five-percent (5%) of the contribution due for the preceding year, the Developer shall pay a penalty of one and one half percent (1.5%) per month on the outstanding balance until paid and pay all expenses of collection by the Village, including court costs and reasonable attorneys' fees, if any.

c. Payment in Lieu of Workforce Housing. In order to qualify for the density required to achieve the number of units, Developer must either (i) provide 34 dwelling units of workforce housing, (ii) make a payment in lieu of workforce housing pursuant to Ordinance No. _____, or (iii) or provide a combination of workforce housing on-site and payments in lieu of workforce housing, up to the equivalent of 34 workforce housing dwelling units.

d. External Agency Approvals:

   i. The Developer shall submit verification from Miami-Dade County and the Florida Department of Transportation (FDOT) that the proposed new development has been reviewed and approved for all access management considerations.

   ii. As applicable, the Developer must receive, and submit to the Village, plan approvals from DERM, WASD, and the Miami-Dade County Fire Department, as well as a Tree Removal Permit.

e. Infrastructure/Drainage

   i. The Developer shall provide documentation of compliance with all applicable Level of Service requirements at the time of application for any building permit.

   ii. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.

   iii. Along with drainage calculations, prior to Master Building Permit approval, the Developer shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.

   iv. To the extent the Property's area allows under generally accepted engineering standards, Developer shall install additional injection wells to meet stormwater retention calculations based on the updated NOA Atlas 14 data set.

f. General Conditions

i. The Project Approval shall be valid for two (2) years. No more than two (2) one-year renewals may be granted, subject to approval by the Village Commission based upon a finding that Developer has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). Developer shall apply for and obtain a full Master Building permit within the timeframes set forth in this paragraph in order to avoid expiration of the Project Approval. A request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period. If the Project Approval expires, this Agreement shall automatically terminate.

ii. Developer's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d.

iii. Once issued, Developers shall maintain the Master Building Permit in active standing as determined by the Building Official throughout the remainder of the Project Validity Period and thereafter. In the event that either (1) the Project Validity Period expires without a then-active Master Building Permit, or (2) following the Project Validity Period, the Master Building Permit expires for lack of progress or is otherwise revoked by the Building Official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this Agreement shall be automatically terminated pursuant to Section 4.d.

iv. Cost recovery fees must be paid pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the Property until all application fees, cost recovery deposits and outstanding fees and fines related to the Property (including fees related to any previous development proposal applications on the Property), have been paid in full.

g. Prior to issuance of the Master Building Permit, Developer shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation. The Developer shall provide a unity of title or covenant in lieu of unity of title, in a form acceptable to the Village Attorney, for all parcels prior to the issuance of the Master Building Permit. The unity of title or covenant in lieu of unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Developer.

h. The Developer shall provide a minimum six-foot wall on the southern edge of the Property abutting Treasure Island Elementary School ("TIES") in accordance with the Site Plan. In addition, the Developer shall landscape the

northern perimeter of TIES in a manner consistent with the landscape improvements being performed by the Village at TIES. The Developer shall expand the western side of the northern sidewalk from 5 feet to a minimum of 8 feet wide.

i. The Developer has proffered, and the Village has accepted, a condition to limit loading hours such that deliveries are done outside of TIES arrival and dismissal hours and peak AM/PM traffic hours. In addition, the Developer has proffered that a dockmaster shall be available to assist in parking/stationing of delivery vehicles.

j. *Public Facilities*

   i. Complete Streets – 79th Street Causeway. Prior to issuance of the Certificate of Occupancy, Developers shall improve the portion of 79th Street Causeway adjacent to the Property in accordance with the Village Complete Streets design guidelines that are under development and will be promulgated by the Village. Sidewalks shall adhere to the adopted Village color of "Lambert Mesa Buff."

   ii. Developer shall study access to the Property from Westbound traffic on 79th Street Causeway to address queuing length on left turn lanes at East Treasure Drive and at the approximate midpoint of the Property. The study shall be submitted to the Village and FDOT prior to the Master Building Permit. If either FDOT's or the Village's review of the study results in a determination that modifications are required, Developer shall permit and install modifications to extending queuing length prior to the Certificate of Occupancy. In the event FDOT refuses to approve a good faith application by Developer, the Village may waive this requirement based on acceptance of alternative mitigation.

   iii. The Developer shall plant Royal Palms along the Kennedy Causeway frontage of the Property, of a species to be pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on Kennedy Causeway.

   iv. Prior to the first building permit for the Project, the Developer shall provide a pedestrian ingress and egress easement between the public right-of-way and a new bus shelter to be constructed on the Developer's property, acceptable to the Village Manager.

   v. The Developer shall add a beautified, safe pedestrian crosswalk to the central driveway between the two buildings to increase connectivity, subject to FDOT approval.

k. *Other*

   i. Details regarding rooftop equipment shall be provided in building permit plans. Any rooftop enclosures shall be limited in use to stairway and elevator bulkheads or housing of mechanical equipment and shall not cover more than 20 percent of roof area or exceed the maximum height by ten feet prescribed in Section 15.2.(c)(4) of the ULDC.

ii. Branding. Where Developer includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or otherwise), the materials shall reference the Village as the location of the Project. The reference may be creative, such as but not limited to "North Bay Village," and/or "NBV," and/or "The Heart of the Bay" and/or "North Bay" and/or "Treasure Island".

iii. Local Hiring.

a. Construction. The Developer shall cause contractors and subcontractors to use commercially reasonable best efforts to promote employment opportunities for local residents and seek to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.

b. Operations. The Developer shall cause its commercial tenants to use commercially reasonable best efforts to promote employment for Village residents in the hotel, retail, and restaurant components of the Project.

iv. In connection with crane overswings over public property:

a. The Developer shall further limit overswings to necessary weathervaning only, and shall in no event allow its contractor to carry live loads over any portion of public property.

b. Insurance. Developer will provide a Commercial General Liability insurance naming the Village as an additional insured party, with a single combined limit, including any umbrella or excess commercial policy, with a broad form commercial general liability endorsement applicable to the real property and its appurtenances, on an occurrence basis in an amount of not less than $5,000,000 per occurrence and $30,000,000 umbrella, which shall include insurance for personal injury, death or property damage occurring upon, in or about public Property. Developer shall cause its Contractor, or any party performing work within the Property to carry comparable insurance naming the Village as an additional insured party.

c. Indemnification. Developer hereby covenants and agrees to indemnify, hold harmless, and defend the Village, including its Mayor, Vice Mayor, Commissioners, City Officials, contractors, and staff (collectively "Village Indemnitees"), from and against liability, losses, or

damages, including reasonable attorneys' fees and costs of defense, which Village Indemnitees may incur as a result of third-party claims, actions, causes of action, suits, lawsuits, debts, liabilities, damages, expenses judgments, and demands whatsoever, in law or in equity, arising out of or in connection with the development and construction of the Projects by or on behalf of the Developer ("Village Indemnified Claims").

l. The Developer shall make reasonable good faith efforts and endeavor to qualify for additional green points on the retail and parking garage portions of the Project.

Material non-compliance with the foregoing shall be cause for the Village's termination of this Agreement.

8. Local Development Permits. The Developer may need to apply to the Village for certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

a. Subdivision plat and/or waiver of plat approvals, if applicable;

b. Water, sewer, paving and drainage, and other infrastructure permits;

c. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

d. Building permits;

e. Certificates of occupancy; and

f. Any other official action of the Village, having the effect of permitting the development of the Property.

9. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval. Developer agrees to provide all subdivision, water, sewer, paving and drainage, and any other infrastructure improvements required to develop, serve, and maintain the Property consistent with the Project Approval. Developer acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Developer's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this

Agreement and the Village shall have no obligation whatsoever to modify or amend the Project Approval or this Agreement, or return any monies paid by Developer, in such instance.

10. Impact Fees. The impact fees that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "D." It is agreed and understood by the parties that no other impact fees other than those listed in Exhibit "C" will apply to the development of the Project. No new impact fees or increases to impact fees over and above the impact fees in existence as of the Effective Date adopted by the Village shall be applied to the development of the Project during the Term. The Village and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

11. Building Permit Fees. To the extent permitted by Florida Law, Developer shall pay a contribution in lieu of building permit fees for administration, building code compliance, and supervising/monitoring of the work of private providers which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the Village or attributable to the Village for the clerical and supervisory assistance required, or both. All contributions in lieu of building permit fees paid by the Developer shall be credited against building permit fees that would otherwise be charged by the Village for each building permit.

12. Reservation of Development Rights. For the Term, the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the Village provided in Section 10 of this Agreement.

The expiration of this Agreement, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended, provided a Master Building Permit has been timely obtained prior to the expiration of the Project Approval pursuant to Section 7.e of this Agreement and is maintained in active status until certificates of use and occupancy are issued by the Village. Notwithstanding the foregoing, the Parties acknowledge that the failure of the Developer to timely obtain a Master Building Permit, pursuant to Section

7.e of this Agreement, shall result in automatic revocation of the Project Approval and automatic termination of this Agreement, together with the forfeiture of all payments made to the Village paid in furtherance of the Project Approval.

13. Termination. In each event of Developer's material noncompliance with any of the terms set forth herein, in the code, or in the conditions of the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Developer shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Developer's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.

14. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

15. Governing Laws.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

b. This Agreement is effectuated pursuant solely to Sections 8.15 and Chapter 15 of the ULDC, and was not enacted, nor should be construed or interpreted, as a Development Agreement under the Florida Local Government Development Act pursuant to Sections 163.3220 through 163.3243, Florida Statutes (2020) (the "Act"), as the same may be amended from time to time. Rights and obligations provided or imposed by the Act shall not be applicable to the Developer or Village.

16. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to: Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

If to Developer at: SHOMA North Bay Village, LLC
Attn: Mr. Masoud Shoajaee
201 Sevilla Avenue, Suite 300
Coral Gables, FL 33134

With a copy to: Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

17. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

18. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

19. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, or release has been approved by the Village after public hearing.

20. Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The provisions of this section shall survive the termination of this Agreement. **EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND**

INTENTIONALLY WAIVES AND RELEASES ITS RIGHT TO CLAIM A TRIAL BY JURY OR JURY ADVISORY COMMITTEE WITH RESPECT TO ANY ACTION BY OR AGAINST THE OTHER PARTY ARISING HEREUNDER.

21. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

22. Original Development Agreement Replaced. This Agreement replaces and supersedes in its entirety the Original Development Agreement previously entered into and recorded at Official Records Book 32964 at Page 4197 of the Public Records of Miami-Dade County.

23. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

In the presence of:

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

_____
Witness #1 Print Name: _____

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this ____ day of _____, 2023.

_____
Witness #2 Print Name: _____

Attest:

By: _____
Elora Riera, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this____ day of_____, 2023, by _____, as_____of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

DEVELOPER:

In the presence of:

SHOMA NORTH BAY VILLAGE, LLC, a Florida Limited Liability Company:

_____ _____

Witness #1 Print Name: _____ Print Name: _____

Title: _____

Dated this ____ day of _____, 2023.

_____

Witness #2 Print Name: _____

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this____ day of_____, 2023, by _____, as_____of Shoma North Bay Village, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _as identification and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

_____

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1850-1875 79TH STREET CAUSEWAY, NORTH BAY VILLAGE

Folio Numbers: 23-3209-000-0250
23-3209-000-0251
23-3209-000-0253
23-3209-000-0260

LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

RESOLUTION NO. 2021-46

EXHIBIT “C”

SHOMA NORTH BAY VILLAGE IMPACT FEES

IMPACT FEE CALCULATION - SHOMA NORTH BAY VILLAGE, LLC (1850-1875 79TH STREET CAUSEWAY)

Function	Per ERC[(1)] Fee	Residential units: 333	Retail Square Footage:	Office: 0 SF	Administrative Charge (%)	Administrative Charge ($)	Subtotal per Service ($)
Police - MF	$ 772.60	$ 257,276			7.50%	$ 19,296	$ 276,571
Police - Retail	$ 1,253.46		$ 66		7.50%	$ 5	$ 71
Park Open Space Fee	$ 851.00	$ 283,383			7.50%	$ 21,254	$ 304,637
Park Improvement Fee	$ 1,041.00	$ 346,653			7.50%	$ 25,999	$ 372,652
Existing Wastewater Line Improvement *	$ 934.16	$ 622,151	$ 7,063		7.50%	$ 47,191	$ 676,405
Wastewater Line Replacement *	$ 1,401.24	$ 933,226	$ 10,595		7.50%	$ 70,787	$ 1,014,608
Water Impact Fee (by Meter Size) **	$ 1,302.00	$ 7,812			7.50%	$ 586	$ 8,398
Subtotals		**$ 2,450,500**	**$ 17,725**	**$ -**		**$ 185,117**	
Total for Shoma Project							**$ 2,653,341.81**

Based on North Bay Village Impact Fee Tables 2012-2036

(1) Equivalent residential connection

* Apts equal 2 ERC's

** Assumes 2 2-in meters, but number and size of meters must be provided by architect/engineer of record

Applicable Code Sections

Sec. 39.05 (Police)

Sec. 51.11 (Water)

Sec. 52.18 (Sewer)

Sec. 151.100 (Parks and Recreation)

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - NOV. 9, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

10/30/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
30 day of OCTOBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

MARIA I. MESA
Notary Public - State of Florida
Commission # GG 956667
My Comm. Expires Mar 4, 2024
Bonded through National Notary Assn.

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON NOVEMBER 9, 2023 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OF AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 OF CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO ALLOW TEMPORARY STRUCTURES WITHIN THE T6-30 ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, TO PROVIDE FOR DEVELOPMENT OF A MIXED-USE PROJECT TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

North Bay Village

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 896 8200 0045
PASSCODE: 114631

WATCH THE VIRTUAL PUBLIC MEETING:
HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS
TV CHANNEL 661
FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM .

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
10/30 23-45/0000691394M

ZR

ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: A Resolution Establishing and Appointing the 2024 Charter Review Board - Village Attorney Haydee Sera

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RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING AND APPOINTING MEMBERS TO THE 2024 ADVISORY CHARTER REVIEW BOARD; PROVIDING FOR DISSOLUTION OF THE CHARTER REVIEW BOARD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

At the Regular Commission Meeting held on October 16, 2023, the Village Commission established the Charter Review Board, pursuant to §10.01 of the Village Charter. The primary responsibility of this Board is to conduct a comprehensive review of the Village Charter and subsequently submit recommendations to the Village Commission for potential inclusion in a future referendum.

To further facilitate operational efficiency, this item is being introduced as a standing agenda item to ensure that we remain proactive in addressing the vacancies on the Charter Review Board and to maintain accessibility for the consideration of new applications as they are received.

As of the date of the release of the agenda, the Village received one application from a North Bay Village resident. Enclosed hereto is an advisory board application submitted by Gabriele Musumeci.

§ 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.

Attached is a Memorandum summarizing the Charter review process and other supporting documents.

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 be working with the Board on Charter Updates

ATTACHMENTS

Resolution Establishing and Appointing Charter Review Board.DOCX
VA.Memo - 2024 Charter Review Board Appointment Process
Gabriele Musumeci Resume .pdf
G. Musumeci App- Charter Review Board.pdf
G. Musumeci- Cover Letter .pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING AND APPOINTING MEMBERS TO THE 2024 ADVISORY CHARTER REVIEW BOARD; PROVIDING FOR DISSOLUTION OF THE CHARTER REVIEW BOARD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN 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, the Charter was last reviewed by the Board in 2018 and an election was held on November 6, 2018, to consider proposed amendments to the Charter; and

WHEREAS, pursuant to Section 10.01(A) of the Charter, the Village Commission wishes to establish and appoint members 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 Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

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

Section 2. Establishing Advisory Charter Review Board. That the Village Commission hereby establishes the Board to review the Charter and make recommendations to the Village Commission. The Board is charged with reviewing the Charter and making recommendations as to any proposed revisions to the Charter. If the

Board determines that an amendment or revision is needed, it shall submit the same in the form of a final report and recommendations to the Village Commission no later than March 31, 2024, unless such timeframe is extended by motion or resolution of the Village Commission.

Section 3. Appointments. That, consistent with Section 10.01(A) of the Charter, the Board shall consist of a minimum of five members with at least one representative from each island. The Village Commission hereby appoints the following five voting members to the Board and one non-voting Commission Liaison to the Board:

Member	**Seat Represented**
	Harbor Island
	North Bay Island
	Treasure Island
	At-Large
	At-Large
	Commission Liaison (Non-Voting Member)

The members of the Board shall serve without compensation and may be removed at any time by a majority vote of the entire Commission. Any vacancy occurring on the Board shall be in the same manner as the original appointment.

Section 4. Dissolution. That the Board shall be dissolved upon providing its final recommendations to the Village Commission, which may approve, reject, or modify the recommendations. The Village Commission may also terminate the Board at any time upon a determination that the Board has fulfilled its purpose.

Section 5. 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, including but not limited to expending budgeted funds for the Board to accomplish its duties.

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 9th day of November, 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

WEISS SEROTA
HELFMAN COLE + BIERMAN

MEMORANDUM

To: Honorable Mayor and Commissioners of North Bay Village

From: Haydee Sera, Village Attorney

Date: October 16, 2023

RE: Discussion on Establishment and Appointment of Charter Review Board and November 5, 2024 Special Election on Charter Amendments

Recommendation

It is recommended that the Village Commission discuss how many members the Commission would like to appoint to the Village's advisory Charter Review Board (the "Board") and direct the Village Clerk's office to provide notice to the community of the opportunity to serve on the Board. It is anticipated that the Village Commission will be provided applications from those wishing to serve on the Board in advance of the November 9, 2023 Commission meeting and that the Commission establish and appoint the Board at the Commission's November 9, 2023 meeting.

Background

Pursuant to Section 10.01(A) of the Charter, the Village Commission is required to establish and appoint members to an advisory Charter Review Board (the "Board") to review the Village's Charter in preparation for the regularly scheduled municipal election occurring on Tuesday, November 5, 2024.

Section 10.01(A) of the Charter mandates that the Board be comprised of a minimum of five members with at least one representative from each island.

The Charter was last reviewed by a Board comprised of nine members in 2018 and an election was held on November 6, 2018 to consider amendments to the Charter.

A proposed schedule of meetings and agenda topics for the Board's meetings is below. In short, the proposed schedule has been prepared in order to meet the Friday, July 26, 2024 deadline to transmit to the Miami-Dade County Supervisor of Elections any proposed Charter amendments to be included in the November 5, 2024 election.

With the July 26, 2024 deadline in mind, it is anticipated that the Board begin meeting in January 2024 and complete their work by March 2024 by adopting and transmitting to the Village Commission a "Final Report and Recommendations" (the "Recommendations"). It is anticipated that the Village Commission consider the Board's Recommendations at a

workshop or regular Commission meeting between April and May 2024. Thereafter, it is anticipated that at its June 2024 meeting, the Village Commission will approve a Resolution calling for a special election on the proposed Charter amendments. As noted above, the Resolution calling for the special election on Tuesday, November 5, 2024 must be transmitted to the Miami-Dade County Supervisor of Elections by Friday, July 26, 2024.

The Village has budgeted $60,000 in legal fees in the 2023-2024 budget for the Charter review process. The Village Attorney's Office will work with the Board throughout the process to prepare the Recommendations and will prepare the resolution calling for the special election, which will include the proposed ballot titles and questions as well as the proposed revisions to the Charter.

We are pleased to work with the Village Commission, Board members, and administration on this important process.

SUMMARY OF RELEVANT DATES
These dates are subject to change

October 2023: Village Commission discusses number of members to appoint to Charter Review Board and directs Clerk to provide notice and seek applications from residents wishing to serve on advisory Charter Review Board

October to November 2023: Village Clerk provides notice to community and seeks applications to serve on advisory Charter Review Board

November 2023: Village Commission establishes and appoints advisory Charter Review Board

December 2023: 1st Meeting (Organizational) of Charter Review Board

January to March 2024: Charter Review Board Meetings

March 2024: Final Meeting of Charter Review Board to approve and submit its Final Report & Recommendations (the "Recommendations") to Village Commission

April to May 2024: Village Commission to review Board's Recommendations (in workshop or regular Commission meeting)

June 2024: Village Commission to adopt Resolution calling special election and submitting proposed Charter amendments to Village's electors

TBD: Qualifying Period for North Bay Village's General Election

Friday, July 26, 2024: Deadline to submit ballot questions to Supervisor of Elections

Tuesday, November 5, 2024: General Election and, if needed, Special Election on Charter amendments

November/December 2024: North Bay Village's Mayor and Commission installation/swearing in ceremony conducted one to three weeks after the election, after Supervisor of Elections provides certification of election results

PROPOSED CHARTER REVIEW BOARD MEETING SCHEDULE

Meeting dates and agenda topics subject to change

Monday, December 4, 2023: 1st Meeting (Organizational)

- Introduction to Charter Review Board (Village Attorney)
  - Duties of Charter Review Board
  - Review of Proposed Meeting Schedule
- Review of Public Records, Sunshine, and Ethics Laws (Village Attorney)
- Selection of Chair & Vice Chair (Board)
- Confirm Meeting Schedule (Board)
- Adjourn (Board)

Monday, January 8, 2024: 2nd Meeting

- Legislative History
- Preamble
- Definitions
- Citizens' Bill of Rights
- Article I. Creation and Powers
- Article II. Corporate Limits
- Article III. Legislative

Thursday, January 18, 2024: 3rd Meeting

- Review proposed amendments to Charter from prior meeting in track changes
- Article III. Legislative (continued from prior meeting)
- Article IV. Administrative

Monday, February 5, 2024: 4th Meeting

- Review proposed amendments to Charter from prior meeting in track changes
- Article V. Elections
- Article VI. Boards
- Article VII. Finance and Taxation
- Article VIII. Borrowing for Municipal Projects

Thursday, February 15, 2024: 5th Meeting

- Review proposed amendments to Charter from prior meeting in track changes
- Article IX. General Provisions
- Article X. Charter Amendments and Transition

Monday, March 4, 2024: 6th Meeting

- Review proposed amendments to Charter from prior meeting in track changes
- Review draft of Final Report and Recommendations and approve to submit to Village Commission

March 2024: 7th Meeting (if needed)

GABRIELE MUSUMECI

CURRICULUM VITAE

dal 1994 Consorzio Interuniversitario AlmaLaurea
Un ponte fra Università e mondo del lavoro e delle professioni

[redacted] Age / 24
Place of birth / **MILANO (MI)**
Nationality/ citizenship / **Italy**
Address / **Viale stelvio, 41, 20159 MILANO (MI)**
Alternative address / **Stelvio 41, 20159 MILANO (MI)**
Driving licence / **B** / **Car available**
ID / **4491874** updated on **24/06/20**

gabrielemusu@gmail.com
+393409306168
00393409306168
+393338184648
https://writeless.co/blog
https://writeless.co

SOFT SKILL

Autonomy 10/10
Self confidence 10/10
Flexibility/Adaptability 10/10
Resistance to stress 6/10
Ability to plan and organize 7/10
Managing information 9/10
Precision/Attention to details 4/10
Learn continuously 8/10
Achievement of objectives 10/10
Entrepreneurial spirit and initiative 10/10
Communication 10/10
Problem Solving 10/10
Team work 10/10
Leadership 10/10

FOREIGN LANGUAGE SKILLS

europass

MOTHER TONGUE(S): **Italian**

ENGLISH EXCELLENT	C2	C1	C1	C1	C1
SPANISH GOOD	C1	C1	C1	C1	A1

DIGITAL COMPETENCES

Self-assessment grid europass
Information processing Proficient user
Communication Proficient user
Content creation Proficient user
Safety Proficient user
Problem solving Proficient user

EXPECTATIONS AND FEATURES OF THE DESIRED JOB

Career Goal

I'm passionate about turning an idea into reality through brands and companies. I started my first company in twenty years in the field of editorial production and today I am the owner and director of several companies, in different sectors, in different states and continents of the world. My professional mission is to continue to create, support and develop profitable companies in the sectors that I am most passionate about: fitness and health, marketing and luxury goods.

WORK EXPERIENCES

Owner, COO, Founder
WRITELESS, S.L.
Press, publishing, graphics
BARCELONA (SPAGNA)
08/2019 - TODAY

Main activities and responsibilities: Company Growth Head, Geography expansion, Business Developer, Creative Director for some special projects.
Acquired skills and achieved objectives: 1st 'pillar content method' content agency in Europe; 34 employees (12 internal, 16 contractors, 6 strategic partners); +283 published books; +3,75MLN (€) in books-revenue generated since 2018.
Working as: entrepreneur | Company sector: Marketing/Communication

Co-Owner, CEO, co-Founder
TRASCRIZIONI COPY, S.R.L.
Press, publishing, graphics
MILANO (MI)
11/2017 - 05/2019

Main activities and responsibilities: www.trascrizionicopy.it
Acquired skills and achieved objectives: HR, Complex Systems & Procedure Management
Working as: entrepreneur | Company sector: Marketing/Communication

ACADEMIC STUDIES

BACHELOR'S DEGREE
2014 - 2017
CERTIFIED TITLE
UNIVERSITÀ DEGLI STUDI DI MILANO BICOCCA

Università degli Studi di MILANO-BICOCCA
Dipartimento di Sociologia e Ricerca Sociale
Scienze dell'organizzazione
L-16 - 1st level degree in Public Administration
Dissertation/thesis title: Analisi di una Start-up: Business Plan e Business Action | Thesis supervisor: ALBERTI FERNANDO
Age at graduation: 22 | Official duration: 3 years
Final degree mark: **98/110**
Graduation date: 13/07/2017

NOT PROVIDED
SAVONA

FERRARIS - PANCALDO , SAVONA (SV)

FOREIGN LANGUAGE SKILLS

DIPLOMAS AND CERTIFICATES

English Cambridge EESOL International (Entry 3), University Of Cambridge, 05 May 2011 , **Europass level B1**
English Cambridge EESOL International (C1), University Of Cambridge, 11 May 2013 , **Europass level C1**

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I hereby authorize the processing of the personal data contained in this CV in compliance with the European Regulation (UE) 2016/679.

INTENTION TO CONTINUE STUDIES: **Yes** / Undergraduate studies

ECONOMIC SECTOR: **1.** advertising, public relations / **2.** press, publishing, graphics / **3.** healthcare

CAREER FIELD: **1.** Marketing/Communication / **2.** Finance / **3.** Legal Office

DESIRED JOB: **Chief marketing officer**

[redacted]

INFORMATION TECHNOLOGY SKILLS

GRAPHICS AND MULTIMEDIA

Adobe InDesign (Highly Specialised) | **Video Editing and Processing:** Adobe Premiere Pro (Intermediate)

PROFESSIONAL ACCOLADES AND AWARDS

AWARD / SCOLARSHIP
03/06/2009

Ricercatore 1 giorno presso Laboratori Clinici Humanitas

WORKS AND ACHIEVEMENTS

BOOK
2018

Questo libro è stato scritto in 12 ore e 56 minuti
Authors: Gabriele Musumeci
Milano
Publisher: Trascrizioni Copy S.R.L.
Character: Autore
trascrizionicopy.it/libro/

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I hereby authorize the processing of the personal data contained in this CV in compliance with the European Regulation (UE) 2016/679.

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 Nov 1st, 2023 NAME Gabriele Musumeci

MAILING ADDRESS 1455 N Treasure Drive, PH-K, North Bay Village ZIP 33141

EMAIL gabrielemusu@gmail.com PHONE 3055218228

HOW DID YOU HEAR ABOUT US? WEBSITE ☑ FACEBOOK ☐ OTHER Newsletter

ARE YOU ARE A VILLAGE RESIDENT: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 1

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: Multiple, current is DAYTONAMANIA, INC

ADDRESS OF BUSINESS: 169 EAST FLAGLER STREET, SUITE 721, MIAMI, 33131

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):

Please find my skills description attached in my replying email.

APPLICANT'S SIGNATURE: _____ **DATE:** 11-01-2023

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.

From:	Gabriele Musumeci
To:	Alba L. Chang, CMC
Subject:	[External] GABRIELE MUSUMECI _ Volunteer Application for North Bay Village Charter Review Board
Date:	Wednesday, November 1, 2023 2:30:19 PM
Attachments:	ENG-CV4491874.pdf

Dear NBV,

Subject: Volunteer Application for North Bay Village Charter Review Board

I hope this email finds you well. I am writing to express my keen interest in volunteering for the newly formed Charter Review Board in North Bay Village. My name is Gabriele Musumeci, and I have been a new resident of North Bay Village (since 2023). I am excited about the opportunity to contribute to the community and participate in this important endeavor.

As a North Bay Village resident, I am deeply committed to the betterment of our community, and I believe that active participation in the Charter Review Board is an excellent way to make a positive impact. I have a strong background in marketing and information technology (IT), and I am confident that my skills and experience will be valuable assets to the board.

My qualifications for this role include:

1. Marketing Expertise: I have a solid background in marketing with several years of experience working in various marketing roles. My skills in marketing strategy, branding, and digital marketing can be instrumental in promoting the board's initiatives and engaging the community.

2. IT Proficiency: I possess a strong foundation in information technology, including proficiency in software applications and digital tools. I have vast broad experience on this so feel free to discuss.

I am excited about the prospect of working collaboratively with other board members, local authorities, and residents to review and refine North Bay Village's charter. I am confident that my dedication, analytical skills, and ability to adapt to diverse situations will contribute to the success of this important project.

I have attached my curriculum vitae and volunteer application to this email. Please feel free to review them at your convenience. If there are any additional materials or information required from my end, please do not hesitate to reach out.

Sincerely,

Gabry Musumeci
+7866892941
gabrielemusu@gmail.com

ITEM NO. 13.C

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: Discussion Regarding the Udonis Haslem Foundation Family Fun Day Event - ***Sponsored by Commissioner Rachel Streitfeld***

RECOMMENDATION

Discuss the logistics and financial aspects of a Village event benefiting the Udonis Haslem Foundation.

BACKGROUND AND ANALYSIS

At the October 16, 2023, regular commission meeting, the Village Commission approved a resolution that selected the North Bay Village Family Fun Day as the Village's fundraising initiative for Give Miami 2023. The proceeds raised from the event would be towards benefiting the Udonis Haslem Foundation. The Village has participated in Give Miami Day since 2020, and it raised approximately $10,000 in 2022, the Village's best effort in all three years. It is expected to collect roughly the same amount this year if not more.

As part of the coordinating stage, the Village's Staff initiated contact with local sponsors to promote the fundraiser initiative to residents through the Village marketing and promotional platforms. The village was advised that the Udonis Haslem Foundation requires the Village to raise $10,000 in funds. In addition, the recent cost estimate provided by a local vendor to organize the event was submitted in the amount of $14,000.

In light of these developments, the staff is seeking guidance and direction on how to proceed with this matter.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

Udonis Event Items.docx (1).pdf

North Bay Village
HEART OF THE BAY

Udonis Haslem Event Budget

Shirts:

$10 - $15, depending on quantity

$2000 - $3000, based on 200 qty

Rentals:

All Star Events

1. Rock Climbing Wall, $1,745.00
2. Bounce House, $700.00
3. Soccer, $800.00
4. Ice Station (snow cones), $475.00
5. Basketball, $1,000.00
6. Game Master / DJ: Potato Sack Race & Tug of War, $800.00
7. Dunk Tank: $900.00
8. Bubble Soccer: $1,195.00
9. Generators, qty 5: $625.00
10. Facepainters, qty 2: $600
11. Delivery: $150.00

$8,990 (Pricing based on 2 hr event.)

Event Coordinator:

$2,000

Estimated total: $13,990

ITEM NO. 13.D

North Bay Village
Recommendation Memorandum

DATE: November 9, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Brent Latham

SUBJECT: Discussion Regarding Objective Measures for Accountability of Charter Officers, and Ensuing Discussion of the Implications and Implied Roles and Responsibilities of the Mayor and Commissioners and the Timing of Implementation - Sponsored by Mayor Brent Latham

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Latham is requesting the Village Commission's consideration to discuss the objective measures for accountability of Charter Officers, and ensuing discussion of the implications and implied roles and responsibilities of the Mayor and Commissioners and the timing of implementation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
And
North Bay Village Police Department

GRANT ADJUSTMENT NOTICE

RECIPIENT: North Bay Village Police Department

PROJECT TITLE: FY 21/22 FIBRS Implementation Assistance Program

GRANT NUMBER: 2021-FBSFA-F2-044 **ADJUSTMENT NUMBER:** 1

NATURE OF ADJUSTMENT: Revise Budget

TO RECIPIENT:

Pursuant to your request of 02/17/2022, the following change, amendment, or adjustment in the above grant project is approved subject to such conditions or limitations as may be set forth below:

John F Pulice Digitally signed by John F Pulice Date: 2023.07.03 11:57:08 -04'00'

Authorized Official
Rebecca Gardner
Senior Management Analyst Supervisor

02/17/22
Date

The following revised budget is approved:

Budget Category	Current Approved	Difference	New Approved Budget
A. Personnel (Salaries/Overtime)	358.88	-358.88	0
B. Fringe Benefits			0
C. Expenses (Travel)			0
D. Expenses (Supplies)			0
E. Equipment (Capital Outlay)	39933.52	1358.88	41292.399999999994
F. Construction			0
G. Subawards/Subgrants			0
H. Procurement Contracts			0
I. Other Costs	1000	-1000.00	0
New Approved	399999999994	0	41292.4

The original award amounts for Personnel and Other Costs are being reallocated to Equipment due to a quote increase for the laptops needed for FIBRS implementation.