NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

North Bay Village Commission will hold a public meeting on:
Monday, October 16, 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: 829 4494 4402 Passcode: 805192
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

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

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

VIA E-MAIL TO: publiccomment@nbvillage.com

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

PUBLIC RECORDS

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

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

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

LOBBYING ACTIVITIES

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

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141 (In-person and virtual via Zoom. See below for details) Meeting ID: 829 4494 4402 Passcode: 805192
Monday, October 16, 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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1. **Opening Items**
   - ***A. Call to Order***
   - ***B. Roll Call***
   - ***C. Pledge of Allegiance***
   - ***D. Invocation***

2. **Order of Business**

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

4. **Open Forum**

5. Approval of Commission Minutes

5.A. Approval of the following Meeting Minutes, Village Clerk, Alba L. Chang, CMC

*** September 12, 2023 - First Budget Hearing**
*** September 12, 2023 - Regular Commission Meeting**

09.12.2023 -1st Budget PH.pdf
09.12.2023 - Reg Mtg.docx

6. Advisory Board Minutes/Written Reports.

6.A. Planning & Zoning Board Report - Chair Timothy Dennis

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

9.A. Communications & Special Events Report (September 2023)

Comms. September 2023 Report.png

9.B. Police Accreditation Update (September 2023)

CFA Accreditation Progress Matrix for Sept 2023 - FINAL.pdf

9.C. Traffic Enforcement Update (September 2023)

Monthly Traffic Report (September 2023).pdf

9.D. Code Enforcement Update (September 2023)

Code Monthly Report September-2023.pdf

9.E. Key Capital Improvement Projects Update (September 2023)

CIP Construction Summary.pdf

10. Village Clerk's Report

10.A. Village Clerk's Monthly Report for September of 2023

PRR Log September 2023.pdf
Advisory Board Members Attendance - Oct 2023.pdf

11. Consent Agenda
A. Staff Items

B. Proclamation/Award/Village Key Requests

11.A. A Resolution Selecting the "Vogel Park Sculpture Frame" Art Project as the Village's Fundraising Initiative for Give Miami Day 2023 – Sponsored by Mayor Brent Latham

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING THE VOGEL PARK SCULPTURE FRAME PROJECT AS THE VILLAGE'S FUNDRAISING INITIATIVE FOR GIVE MIAMI DAY 2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village staff recommends approval of this item to assist in the beautification of our Village and provide a special touch to a frequently visited location for residents and visitors to enjoy.

Resolution Selecting Give Miami Day Fundraising Initiative - Vogel Park Art Frame.DOCX

11.B. A Resolution Approving a Sponsorship Agreement with SHOMA Group for the 2023-2024 North Bay Village Soccer Program Uniforms - Sponsored by Mayor Brent Latham

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SPONSORSHIP AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATED TO UNIFORMS FOR THE VILLAGE'S SOCCER PROGRAMS; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission enter into a Sponsorship Agreement with SHOMA Group in support of soccer uniforms.

Resolution Approving Shoma Sponsorship Agreement.DOCX
Exhibit A - Shoma Sponsorship Agreement Draft. DOCX
Exhibit B - Budget Amendment -Shoma .pdf

11.C. A Resolution Approving an Update to the Village's Comprehensive Emergency Management Plan - Sponsored by Vice Mayor Dr. Richard Chervony

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING A COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve an update to the Village's Comprehensive Emergency Management Plan,

which includes feedback from Miami-Dade County's Office of Emergency Management.

Resolution Adopting CEMP
Exhibit A - CEMP 2023.pdf

11.D. A Resolution Authorizing Issuance of a Work Order to BCC Engineering, LLC in the Amount of $51,400.00 for the Treasure Island Parking Study - Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO BCC ENGINEERING, LLC FOR A TREASURE ISLAND PARKING STUDY IN AN AMOUNT NOT TO EXCEED $51,400.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution WO - BCC Corradino - Parking Study.DOCX
Exhibit A - WO #10 -BCC Parking Study

11.E. A Resolution Approving a Contract Award for Invitation to Bid 2023-004 to B Sign Group Inc. for the Fabrication and Installation of Street Signs Village-wide - Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2023-004 TO B SIGN GROUP, INC FOR THE FABRICATION AND INSTALLATION OF STREET SIGNS VILLAGE-WIDE IN AN AMOUNT NOT TO EXCEED $77,912.00; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution to award ITB 2023-004 to BSG B Sign Group for the fabrication and installation of street signs village-wide.

*** Capital Improvement Project**

Resolution ITB No. 23-004 - Street Signs Fabrication-Install.DOCX
Exhibit A - Proposed Contract for Construction - .DOCX
Proposal - B Sign Group.PDF
ITB 2023-004 - Street Sign Fabrication & Installation.pdf
B Signs Bid Tabulation and Eval Sheet.pdf
Exhibit B - Budget Amendment Form-Street Sign Repairs.pdf
Exhibit C - Original Five Year Capital Improvement Plan.pdf
Exhibit D - FIVE-YEAR CAPITAL IMPROVEMENT PLAN - 09.18.23.pdf

11.F. A Resolution Approving a Contract Renewal with Florida Department of Transportation (FDOT) for Debris Management Services - Village Manager Dr. Ralph Rosado (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEBRIS MANAGEMENT DEPARTMENT FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONTINUED PROVISION OF DEBRIS MANAGEMENT SERVICES FOR THE EAST BRIDGE FOR THE PERIOD COMMENCING MARCH 20, 2024, THROUGH MARCH 20, 2025; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Execute a Debris Management Department Funded Agreement with FDOT for the Village to provide debris management of the East Bridge and Flat bridge for an annual compensation of $5,000.

Resolution -Debris Management Agreement w. FDOT for East Bridge 2024-25.DOCX
NBV - Debris Management On and Over SR-934.docx

11.G. A Resolution Approving an Agreement with LagomHR for Human Resources Consulting Services in an Amount Not to Exceed $30,000 - Village Manager Ralph Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LAGOMHR INC FOR HUMAN RESOURCES CONSULTING IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed agreement with LagomHR for Human Resources consulting services.

Resolution -LagoMHR Inc - HR Consulting .docx
Exhibit A - Agreement with LagoMHR Inc - Human Resources Consulting.DOCX
Exhibit A Budget Amendment Form-LAGOMHR.pdf

11.H. A Resolution Approving the Lease of Eight Unmarked Police Vehicles from Enterprise Fleet Management, Inc. - Village Manager Ralph Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE LEASING OF EIGHT UNMARKED POLICE VEHICLES FROM ENTERPRISE FLEET MANAGEMENT, INC. PURSUANT TO THE MASTER WALKWAY LEASE AGREEMENT FOR LONG-TERM POLICE VEHICLE LEASING SERVICES WITH ENTERPRISE FLEET MANAGEMENT, INC. / ENTERPRISE FM, TRUST; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize the Village Manager to execute an Equity Lease for eight vehicles with Enterprise Fleet Management.

Resolution Approving Lease of 8 Police Vehicles.DOCX
Resolution Exhibit A-2 - 2024 Ford Escape Equity Lease.pdf
Resolution Exhibit A-1 - 2024 Ford Expedition Equity Lease.pdf
Resolution Exhibit A-3 - 2024 Ford Explorer XLT Equity Lease.pdf
Resolution Exhibit B - Addendum to Equity MLA - FM TRUST.pdf

12. First Reading of Ordinances

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

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_092823).pdf
Attachment 1_ Letter of Intent Requesting the Amendment.PDF
Attachment 2_ULDC Amendment Application (Exhibit A to LOI).PDF
Attachment 3_Proposed Ordinance and Exhibit (Exhibit B to LOI).DOCX
Attachment 4_Alternate Proposed Ordinance and Exhibit (Staff Recommendation_updated).docx
DBR Notice 09.1.2023.pdf

12.B. An Ordinance Amending Section 15.3 of the ULDC to Make the Provision of a Green Wall in the T-6 Transect Optional (Privately-Initiated Amendment by 1755 JFK Owner LLC) - Village Manager Ralph Rosado, Ph.D., AICP (Village

Planner Silvia E. Vargas, FAICP)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 OF CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO MAKE THE PROVISION OF A GREEN WALL WITHIN THE T6-24 AND T6-30 ZONING DISTRICTS OPTIONAL; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

Recommended Action: At a meeting held on July 27, 2023, the Planning and Zoning Board voted unanimously to forward to the Commission the version of this ordinance prepared by Staff (included as Attachment 4 to Staff report) with a recommendation for approval.

Staff Report Green Walls PZB 072723 (Updated).pdf
Attachment 1 - Letter of Intent (06132023).pdf
Attachment 2 - ULDC Text Amendment Application.pdf
Attachment 3 - Proposed Ordinance and Exhibit.docx
Attachment-4 ALTERNATE Ordinance and Exhibit(Staff recommendation).docx
DBR 07.27.23 PZB.pdf

13. Public Hearings

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

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Discussion on Establishment and Appointment of Charter Review Board - Village Attorney Haydee Sera

The Village Commission should provide staff with direction on the number of individuals to appoint to the Charter Review Board.

Village Attorney Memo - 2024 Charter Review Board Appointment Process

14.B. A Resolution Selecting and Adopting a New North Bay Village Flag Design - Sponsored by Mayor Brent Latham

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AND ADOPTING A NEW VILLAGE FLAG DESIGN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Select a new Village flag design, based upon the *NBV Brand Guide* adopted by the Village Commission in 2021.

Resolution Approving and Adopting New Village Flag Design.DOCX
NBV Brand Guide - 11.29.21.pdf
Flag Designs - Set 1 (Staff-Created)
Flag Designs - Set 2 (Consultant-Created)

14.C. Discussion and Update Regarding the Bridge Replacement Alternatives to Address Structural Deficiencies for the Flat Bridges - Sponsored by Vice Mayor Dr. Richard Chervony

Fact Sheet SR 934-NE 79th Street Bridges.pdf
Project Description-Project No 14484 NE 79th Street Bridges.pdf
Tentative work program map-FDOT projects.pdf
79 St Bridge Alternatives PPT-10-5-2023.pdf
Project Development Schedule.pdf
FDOT PD&E Pic 1.jpg
FDOT PD&E Pic 2.jpg

14.D. Consideration and Appointment to Fulfill a Vacancy to the Sustainability & Resilience Task Force - Village Clerk Alba L. Chang, CMC

Consider the appointment of David Doebler to the Sustainability and Resilience Task Force.

David Doebler Application.pdf

14.E. A Resolution Approving An Amended and Restated Joint Use Agreement with Miami Dade County Public Schools (MDCPS) for the Use and Development of Certain Portions of the Treasure Island Elementary School (TIES) Campus - Sponsored by Mayor Brent Latham

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED JOINT USE AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA FOR THE USE AND DEVELOPMENT OF CERTAIN PORTIONS OF THE TREASURE ISLAND ELEMENTARY SCHOOL CAMPUS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the Amended and Restated Joint Use Agreement allowing for more robust

development and operational activities at TIES, including the participation of outside partners.

Resolution Approving Joint Use Agreement with MDCPS.DOCX
2020 MDCPS-NBV JUA.pdf
2023 Proposed MDCPS-NBV JUA.pdf

15. Adjournment

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

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ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: October 16, 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 12, 2023 - First Budget Hearing**
*** September 12, 2023 - Regular Commission Meeting**

BACKGROUND AND ANALYSIS

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

* September 12, 2023 - First Budget Hearing
* September 12, 2023 - Regular Commission Meeting

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

09.12.2023 -1st Budget PH.pdf
09.12.2023 - Reg Mtg.docx

NORTH BAY VILLAGE
FIRST PUBLIC BUDGET HEARING MEETING MINUTES
September 12, 2023, 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)
Meeting ID: 899 8108 0415 Passcode: 794443

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1. OPENING ITEMS

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

Pledge of Allegiance

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 Clerk Alba Chang read the resolution titles or items 2A and 2B into the record.

2.A **A Resolution Adopting the Proposed Millage Rate for Fiscal Year 2023-2024 in the Amount of 5.7608 Mills, Which is 13.85% 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 COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING AND ADOPTING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2023-2024 IN THE AMOUNT OF 5.7608 MILLS, WHICH IS 13.85% 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 1.2119 MILLS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Ralph Rosado provided a brief overview of the proposed budget for the 2023-2024 fiscal year.

Chief Finance Officer (CFO), Angela Atkinson presented the revised budget based on the Village Commission recommendations from the budget workshop.

Mayor Latham led the discussion on the proposed budget and briefly explained how the residents' tax dollars are distributed.

CFO Atkinson explained that there would be no increase in health insurance which led to all the department adjustments and cost allocation. Other cuts from the budget included modifications to the Village Commission travel, pet waste campaign, and the addition of a Commission Aide.

Vice Mayor Chervony suggested cutting an additional $3,500 in travel expenses to four Members of the Commission for a total of $14,000 to reduce the millage rate.

DRAFT

The Village Commission underwent a page-by-page overview of the budget.

Page 21 – Legal Services, $50,000. Village Attorney Haydee Sera clarified the proposed amount for legal services was to assist with the Charter Review.

Page 25- Information Technology (IT), CFO Atkinson clarified that a new department was created, and all IT-related items were moved there.

Page 24 – General Government – Federal Lobbyist.
Village Manager Rosado stated that he was contemplating issuing an Invitation to Bid for said services. The Village will require a federal lobbyist to equip more grants for Village infrastructure projects. The monthly retainer was under $5,000 and was estimated at $59,000 annually.

It was suggested to reduce the budget of federal lobbyists by $14,750.

Village Attorney Sera clarified that the contract may be terminated due to lack of funding.

There was consensus to remove the federal lobbyist line altogether and create a contingency line to hold $45,000.

Page 26 – Line item 37 – Transfer amount to Village Hall project.
Page 26 – Line item 41 - Remove $38,306 from contingency.

Page 27 – Police Department
Mayor Latham asked if there were sufficient funds for police officers' overtime.
Chief of Police Carlos Noriega came forward to address the Village Commission and clarified that the budgeted funds were sufficient due to the increase in staffing.

PUBLIC COMMENT

Johnathan Castro, 7520 Mutiny Avenue

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Chervony made a motion to approve as amended the proposed millage rate to 5.7128 mills which is 12.90 higher than the rolled-back rate. The proposed debt service of 1.2119 mills. Commissioner Cuk seconded the motion.

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

2.B A Resolution Adopting the Tentative Budget for the Fiscal Year Commencing October 1, 2023, through September 30, 2024, and Confirming September 28, 2023, as the Date of the Second Budget Public Hearing - ***Village Manager Ralph Rosado, Ph.D., AICP (Chief Financial Officer Angela Atkinson)***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING THE TENTATIVE GENERAL FUND AND CAPITAL OUTLAY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; CONFIRMING SEPTEMBER 28, 2023, AS THE DATE OF THE SECOND PUBLIC HEARING; 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: Vice Mayor Chervony made a motion to approve. Commissioner Cuk seconded the motion.

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

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It was recommended that the Village Commission adopt the proposed ordinance and approve a Stormwater rate increase of 75%. The Stormwater Fund generates approximately $457,652 in revenue per year, and the proposed increase will generate an additional $343,239 in annual revenue. The amount represents a monthly increase of $23.16 per residential home in the special benefit areas (Treasure Island and North Bay Island), $3.78 per multi-family unit, and $6.75 for nonresidential units.

Village Clerk Chang read the proposed ordinance title into the record.

CFO Atkinson explained the proposed ordinance would provide a 75% increase in stormwater rate.

PUBLIC COMMENT

Johnathan Castro, 7520 Mutiny Avenue

Jorge Piedra, 7505 Mutiny Avenue

CLOSED PUBLIC COMMENT

Mayor Latham suggested the Walk in the Community resume and for the legislative Aide, Christian Molina, to be part of the group.

ACTION: Vice Mayor Chervony made a motion to approve the proposed ordinance. Commissioner Cuk seconded the motion.

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

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3. ADJOURNMENT

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

The meeting was adjourned at 7:46 p.m.

Accepted this 16th day of October 2023.

_____
Brent Latham, Mayor

_____
Alba L. Chang, CMC
Village Clerk

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
SEPTEMBER 12, 2023 - 7:50 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 838 3306 6677 PASSCODE: 775643

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1. Opening Items

A. Call to Order

Mayor Latham called the meeting to order at 8:08 p.m.

B. Roll Call

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

2. Order of Business

3. Presentations

A. Proclamations and Awards

B. Special Presentations to Commission

3.A Legislative Update by Florida Senator Shevrin D. Jones

Joe Alexa, Chief of Staff for Senator Shevrin Jones provided a brief legislative update. The Florida legislator recently passed legislation on the following:

- Amendment to the Students with Disability Act.
- Curtis Law which protects parents of murder victims.
- Underwent the appropriation process and secured $21 Million dollars of which $900,000 was allocated to the Village for ADA improvement and inlet filters.
- Condo Reform Bill relates to Surfside collapse.

3.B Presentation of a Proclamation on Childhood Cancer Awareness Month -

Sponsored by Vice Mayor Dr. Richard Chervony

Vice Mayor Chervony presented a Proclamation to the Mystic Force Foundation in recognition of Childhood Cancer Awareness Month.

3.C Recognition to Sandra Siefken for her 18 Years of Service

Mayor Latham and Village Staff recognize Finance Department Controller Sandra Siefken for her 18 years of service with the Village.

4. Open Forum - None

5. Approval of Commission Minutes

5.A Approval of the July 19, 2023, Commission Meeting Minutes - Village Clerk Alba L. Chang, CMC

ACTION: Vice Mayor Chervony made a motion to approve the July 19, 2023, Meeting Minutes. Commissioner Streitfeld seconded the motion.

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

6. Advisory Board Minutes/Written Reports – None

7. Village Commission's Report

Commissioner Cuk
He invited Village residents to the Concert Series in the Park event to be held September 29, 2023.

Commissioner Streitfeld
She invited residents to the Coastal Clean Event scheduled for September 16, 2023.

Vice Mayor Chervony

- He urged Staff to discontinue the practice of agenda addendums.
- He wished everyone celebrating Jewish traditions, a great new year.
- He reminded residents of the Concert at the Park series to be held on September 29th.

Mayor Latham

- He invited residents to attend the scheduled Condo Workshop on September 14th at Benihana.
- He thanked Deputy Village Manager Maglio for her input to the Parks and Recreation Program, more specifically the Saturday Soccer Program.
- He urged the Village Manager to explore engagement with the Town of Surfside to connect the Downtown Express with the Village.

8. Village Attorney's Report - None

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9. Village Manager's Report

9.A Police Accreditation Update (August 2023)
9.B Traffic Enforcement Update (August 2023)
9.C Code Enforcement Update (July 2023)
9.D Federal Lobbyists' Update (August 2023)
9.E Communications & Special Events Report (August 2023)
9.F Code Enforcement Update (August 2023)
9.G Capital Improvement Projects Update (August 2023)

10. Village Clerk's Report

10.A Village Clerk's Monthly Report for July and August of 2023

11. Consent Agenda

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

11.A A Resolution Approving An Updated Master Fee Schedule for Administrative Services and Building Fees - *Village Manager Ralph Rosado, Ph.D., AICP*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES TO PROVIDE FOR REVISED FEES RELATING TO THE VILLAGE'S HOURLY PARKING RATES ON HARBOR ISLAND AND MUNICIPAL BUILDING FEES FOR VILLAGE PROJECTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.B A Resolution Ratifying Urban Qualification Cooperation Agreement to Participate in the County's Community Development Block Grant, Home Investment Partnerships, and Emergency Shelter Grant Programs for the 2024, 2025 and 2026 Fiscal Years - *Village Manager Ralph Rosado, Ph.D., AICP*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE URBAN QUALIFICATION COOPERATION AGREEMENT WITH MIAMI-DADE COUNTY FOR THE VILLAGE'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAMS FOR FISCAL YEARS 2024, 2025, AND 2026, AS PART OF MIAMI-DADE COUNTY'S ENTITLEMENT JURISDICTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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11.C A Resolution Approving a Budget Amendment in the Amount of $10,701.10 for Emergency Repairs to a Sanitation Truck - *Village Manager Ralph Rosado, Ph.D., AICP (Public Works Director Marlon Lobban, PE)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023 TO ALLOCATE FUNDS FOR EMERGENCY REPAIRS TO A SANITATION TRUCK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.D A Resolution Ratifying the Submission of a Resilient Florida Grant for the Village Hall Implementation Project - *Village Manager Ralph Rosado, Ph.D., AICP*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION FOR A RESILIENT FLORIDA GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO PROVIDE FUNDING FOR THE VILLAGE HALL IMPLEMENTATION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

11.E A Resolution Ratifying the Submission of a Resilient Florida Grant for the Civic Park Implementation Project - *Village Manager Ralph Rosado, Ph.D, AICP*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION FOR A RESILIENT FLORIDA GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO PROVIDE FUNDING FOR THE CIVIC PARK IMPLEMENTATION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

11.F A Resolution Ratifying the Submission of a Resilient Florida Grant for the Treasure Island Resilience Implementation Project - *Village Manager Ralph Rosado, PhD, AICP*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION FOR A RESILIENT FLORIDA GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO PROVIDE FUNDING FOR THE TREASURE ISLAND RESILIENCE IMPROVEMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

11.G A Resolution Authorizing the Village to Obtain a Drainage Utility Easement for the Proposed Drainage Outfall on North Bay Island - Village Manager Ralph Rosado, Ph.D., AICP (*Public Works Director Marlon Lobban, PE)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, FINDING THAT ACQUISITION, THROUGH NEGOTIATED CONVEYANCE, OR THE USE OF EMINENT DOMAIN OF PRIVATE PROPERTY DESIGNATED AS PARCEL 1 (PERMANENT EASEMENT) SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF STORMWATER PUMP STATION IMPROVEMENTS ON NORTH BAY ISLAND; AUTHORIZING THE VILLAGE ATTORNEY AND OTHERS ACTING ON THEIR BEHALF TO INITIATE EMINENT DOMAIN PROCEEDINGS, IF NEEDED; AUTHORIZING THE VILLAGE MANAGER, VILLAGE ATTORNEY, AND OFFICIALS ACTING ON THEIR BEHALF TO RETAIN EXPERT WITNESSES AND CONSULTANTS, AND TO TAKE ALL FURTHER ACTIONS THAT ARE REASONABLY REQUIRED TO ACQUIRE THE PRIVATE PROPERTY DESCRIBED IN EXHIBIT "A" AND IMPLEMENT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE

Vice Mayor voiced his discontent on the proposed item as he was not consulted given that he resides in North Bay Island. He was concerned that the Village would be liable for legal fees for this matter.

Mayor Latham expressed opposition to eminent domain. He felt it was the wrong approach to place the request on the agenda without the property owner being aware.

Commissioner Cuk echoed the Village Commission's comments and was also opposed to the request.

Attorney Tom Robert,300 Biscayne Blvd., came forward to address the Village Commission representing the property owner. Mr. Roberts stated that the property owners would like for the Village to meet to negotiate.

Commissioner Streitfeld stated she's spoken with the property owner and expressed opposition to eminent domain.

There was consensus for the Village Manager and staff to meet with the property owner and legal team to further discuss other options.

11.H A Resolution Authorizing Work Order No. 011-A1 with EAC Consulting, Inc. in the Amount of $10,778.98 to Carry Out a Benthic Survey for the Design of the Dock and Kayak

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Launch of the Civic Park on East Drive Project - *Village Manager Ralph Rosado, PhD, 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. FOR A BENTHIC SURVEY FOR THE DESIGN OF THE DOCK AND KAYAK LAUNCH OF THE CIVIC PARK ON EAST DRIVE PROJECT IN AN AMOUNT NOT TO EXCEED $10,778.98; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Chervony stated that this was the second benthic survey being performed for Civic Park.

Mayor Latham was opposed to allocating resources to a project, and it did not get completed.

Commissioner Streitfeld stated that this specific project requires it because it's a waterfront location.

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

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

11.G A Resolution Authorizing the Village to Obtain a Drainage Utility Easement for the Proposed Drainage Outfall on North Bay Island - Village Manager Ralph Rosado, Ph.D., AICP (*Public Works Director Marlon Lobban, PE)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, FINDING THAT ACQUISITION, THROUGH NEGOTIATED CONVEYANCE, OR THE USE OF EMINENT DOMAIN OF PRIVATE PROPERTY DESIGNATED AS PARCEL 1 (PERMANENT EASEMENT) SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF STORMWATER PUMP STATION IMPROVEMENTS ON NORTH BAY ISLAND; AUTHORIZING THE VILLAGE ATTORNEY AND OTHERS ACTING ON THEIR BEHALF TO INITIATE EMINENT DOMAIN PROCEEDINGS, IF NEEDED; AUTHORIZING THE VILLAGE MANAGER, VILLAGE ATTORNEY, AND OFFICIALS ACTING ON THEIR BEHALF TO RETAIN EXPERT WITNESSES AND CONSULTANTS, AND TO TAKE ALL FURTHER ACTIONS THAT ARE REASONABLY REQUIRED TO ACQUIRE THE

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PRIVATE PROPERTY DESCRIBED IN EXHIBIT "A" AND IMPLEMENT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE

12. First Reading of Ordinances

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

12.A An Ordinance 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.

Village Clerk Chang read the ordinance title into the record.

Village Planner Silvia Vargas introduced the proposed ordinance for a Special Area Plan for property located at 1872 79th Street. She clarified that the request presented before the Commission was specifically for the re-zoning and not the site plan. She added that the project met the threshold since it's over two acres and it could not be approved administratively.

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Attorney Mario Serra, representing the applicant and property owners came forward and provided a brief overview of the proposed project which included:

- Applicant requests for an increase in height.
- A proposed condominium project.
- Two acres south of East Treasure Drive.
- Submitted a civic space plan.
- Wine club
- Rooftop activities

Vice Mayor Chervony expressed concerns with mechanical encroachments, height, and increase to the building pedestal from 5 to 10 stories. He suggested that Staff clarify the definition of the pedestal. He also asked if floors 2 and 3 would remain open after hours. The applicant responded that the floors would be enforced on overnight cars being left behind.

Commissioner Streitfeld would like the Publix Supermarket to be the most sustainable and requested that there be no plastic bags. She also suggested entrances to the Supermarket to be more accessible for pedestrians on East Treasure Drive.

ACTION: Commissioner Cuk made a motion to approve the proposed ordinance to include the Commission's recommendations. Vice Mayor Chervony seconded the motion.

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

12.B An Ordinance Amending the Unified Land Development Code (ULDC) Creating Section 8.10.2, "Payment in Satisfaction of Workforce Housing Requirements for Condominium Developments" (Privately Initiated Amendment by 1755 JFK Owner LLC) - ***Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)***

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

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Village Clerk Chang read the proposed ordinance title into the record.

Christopher Penelas, Akerman, LLP came forward and introduced the proposed creation of payment in satisfaction of workforce housing. He believed that the legislation would provide the Village residents with affordability and would provide a payment option in lieu of workforce housing. The program would enable benefits for existing residents by creating housing programs to assist residents with down payment assistance and/or special assessments.

Mr. Penelas clarified that the proposed amendment would only apply to developments that have for-sale units that have requested bonus density.

Vice Mayor Chervony asked if a developer could apply for the workforce housing payment in lieu for properties that were rentals and converted to condominiums.

Village Planner Vargas suggested a strikethrough by adding language to be for sale developments only.

Commissioner Streitfeld thought it was good legislation and suggested a briefing on how the funds would be managed if the Village opted for the County to manage them temporarily. She also requested the ordinance to include the definition of a purpose and intent and a structure on how people could apply for and obtain housing funds. She urged the Commission to consider a Sustainable Director.

There was a Commission consensus to hold a Sunshine Meeting between the Village Commission and Miami Dade County to obtain more information on how to implement and structure the Program.

ACTION: Vice Mayor Chervony made a motion to approve the proposed ordinance with the recommendation from the Commission. Commissioner Streitfeld seconded the motion.

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

12.C An Ordinance to Consider Amendments to the High-Density Multifamily Residential (RM-70) Zoning District and Related Regulations - ***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 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

DRAFT

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

Village Clerk Chang read the ordinance title into the record.

Village Planner Vargas introduced the proposed legislation and has incorporated the Village Commission recommendations and comments.

There was a brief discussion on the following items:

- Buildings footprint.
- Review of the use exceptions list
- Parking requirements for Harbor Island
- High-end Restaurants to have an MOT for valet parking.

ACTION: Commissioner Streitfeld made a motion to approve the proposed ordinance as amended. Commissioner Rotondaro seconded the motion.

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

Item No 12D was deferred to the September 28th Regular Commission Meeting.

~~**12.D An Ordinance Amending Section 15.3 of the ULDC to Make the Provision of a Green Wall in the T-6 Transect Optional (Privately-Initiated Amendment by 1755 JFK Owner LLC) - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)***~~

~~**AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 OF CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO MAKE THE PROVISION OF A GREEN WALL WITHIN THE T6-24 AND T6-30 ZONING DISTRICTS OPTIONAL; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE**~~

~~**Recommended Action:** At a meeting held on July 27, 2023, the Planning and Zoning Board voted unanimously to forward to the Commission the version of this ordinance prepared by Staff (included as Attachment 4 to Staff report) with a recommendation for approval.~~
~~Deferred to a later date.~~

DRAFT

13. Public Hearings

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

Item No 13A was deferred to the September 28, 2023 Regular Commission Meeting.

~~**13.A An Ordinance Authorizing the Issuance of a General Obligation Bond, Series 2023, for the Purpose of Financing the Costs of Stormwater and Related Roadway Improvements - *Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)***~~

~~**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.**~~

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.A Discussion and Approval of a Design for a Roundabout at the Entrance to Harbor Island Based on Stantec's Traffic Analysis Presented to Facilitate Traffic Flow and Improve Pedestrian Safety - *Village Manager Ralph Rosado, Ph.D., AICP (CIP Manager Delroy Peters)*

*** Capital Improvement Project**

Traffic Engineer Chris Benitez of Stantec Consulting came forward and provided a presentation and a comparable analysis of the traffic control on the intersection entrance to Harbor Island.

- A traffic analysis for Harbor Island Drive and West Drive/ East Drive.
- Analysis of Kennedy Causeway/ 79th Street.
- Conducted traffic data collection and analyses of future volume projections.

Mr. Benitez made a recommendation for a two-lane roundabout at the entrance of Harbor Island.

There was a brief discussion on previous meetings' request to prioritize pedestrian crosswalks on Harbor Island along the Shell Gas Station.

At approximately 11:15 p.m. Commissioner Cuk left the meeting.

Mayor Latham urged Village Staff to not tackle new projects so existing projects can be finalized.

Commissioner Cuk joined the meeting via Zoom at 11: 30 p.m.

There was consensus to move forward with option 1, only if there is available funding to complete the project.

The Village Commission established the priorities in the following order, to complete the sidewalks, and crosswalks for Harbor Islands and if there is funding available move forward with alternative measures to alleviate the traffic situation such as option 1 of the presentation.

14.B Discussion Regarding the ARKHAUS Biscayne Bay Project in Waters Adjacent to the Village- ***Sponsored by Mayor Brent Latham***

Mayor Latham introduced the discussion on the ARKHAUS Biscayne Bay Project. He was concerned with the project's impact on the Bay and areas surrounding the Village. He urged the Village Commission to consider a resolution opposing the project and a Village Press Release on the Village opposition.

There was consensus for Staff to draft a resolution opposing the project and after the resolution is adopted, the Village can send out a press release.

14.C Discussion Regarding the Sponsorship of a Booth at the 2023 Climate Leadership Summit - ***Sponsored by Vice Mayor Dr. Richard Chervony and Commissioner Rachel Streitfeld***

Commissioner Streitfeld introduced the discussion item to sponsor a booth at the Climate Leadership Summit. She suggested that the Village Commission move forward with Booth sponsorship and brochure advertising. She would fund the sponsorship from her Commission account. Vice Mayor Chervony and Commissioner Daro offered to allocate money from their account should Commissioner Streitfeld need additional funding.

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14.D Consideration and Appointment to Fulfill a Vacancy to the Resident Services and Community Enhancement Boards - *Village Clerk, Alba L. Chang, CMC*

ACTION: Commissioner Streitfeld made a motion to appoint Alili Farahim to the Resident Services Board. Vice Mayor Chervony seconded the motion, and it passed by unanimous voice vote.

Commissioner Streitfeld made a motion to extend the meeting until 1:00 a.m. Vice Mayor Chervony seconded the motion, and it passed by unanimous voice vote.

14.E Discussion on the Safety and Process for Annexation of a Section West of the Causeway from Harbor Island / North Bay Island to Pelican Harbor Drive

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Vice Mayor Chervony introduced the discussion and asked for the Village Commission's support to spearhead the annexation with the Legal Team and the Village Planner.

There was a brief discussion from the Village Commission and a consensus to move forward with the following:

- Commence the annexation process.
- Seek a conversation with the City of Miami in the process.
- Seek a Memorandum of Understanding (MOU) in the meantime, with the City of Miami.

Village Attorney Sera explained that the annexation application was a long process, and would likely take more than one year.

Chief of Police Carlo Noriega came forward to address the Commission he felt that an Inter Local Agreement (ILA) would help with police enforcement. The ILA would allow jurisdiction authority to enforce.

15. Adjournment

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

The meeting was adjourned at 12:25 a.m.

Accepted this 16th day of October 2023.

_____
Brent Latham, Mayor

_____
Alba L. Chang, CMC
Village Clerk

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ITEM NO. 6.A

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Genesis Guevara, Assistant to the Village Clerk

SPONSORED BY:

SUBJECT: Planning & Zoning Board Report - Chair Timothy Dennis

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RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: October 16, 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 (September 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events September 2023 report

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Comms. September 2023 Report.png

North Bay Village

Communications & Special Events Engagement Report

OCTOBER 2023 HIGHLIGHTS

NORTH BAY VILLAGE
HEART OF THE BAY

OVERVIEW: EVENTS & ATTENDEES



Throughout September and October, we've had several events including ribbon cuttings and photo opportunities in the Village. We've celebrated the planting of Royal Palms, we brought back our Concert in the Park series with a record turnout and celebrated the openings of multiple new businesses in the Village, including celebrating a kick-off event for the possible NBV Chamber of Commerce. We're constantly gaining followers and subscribers on our social media pages, and we've revamped our weekly newsletter. We've also started a weekly new project spotlight via eblast.

NEWSLETTER

During September:

- 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.
- We've revamped our newsletter to include more images and content.
- Readers can click on links within the body of the newsletter to RSVP to events.

SOCIAL MEDIA ANALYTICS

On *Instagram*, our NBV account has **2,550** followers and an 8.83**%** increase in engagement. We've gained 60 followers from last month.
On **Facebook**, our NBV account has 2,000 followers with **22,000** impressions.
On *Twitter*, our NBV account has **1,202** followers. Our account has gained 20 followers since last month.
On *LinkedIn*, our NBV account **55,000** impressions and a 10**%** increase in engagement.

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: October 16, 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 Update (September 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 Sept 2023 - FINAL.pdf

CFA Accreditation Progress Matrix for September 2023

	July '19 Baseline	Aug '23 Status	Sept '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%	90%	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	146	149	• 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	83%	87%	• Review of collected proofs for Mock On Site
Preparation of PowerDMS	0	45%	55%	• 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. 9.C

North Bay Village
Recommendation Memorandum

DATE: October 16, 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 Update (September 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (September 2023).pdf

North Bay Village Police Department
Memorandum

Date: September 30, 2023

To: Deputy Chief, S. Bejar

From: Sgt. N. Benitez

Subject: Monthly Traffic Enforcement Report for September 1 to September 30, 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 September 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 on a monthly basis.

Traffic Enforcement on Kennedy Causeway:

- 129 – Speeding Citations
- 38 – Criminal Citations
- 110 – Moving Violation Citations
- 167 – Non Moving Citations
- 86 – Warnings

Traffic Enforcement on Harbor Island:

- 58 – Speeding Citation
- 7 – Criminal Citation
- 33 – Moving Violation Citations
- 21 – Non Moving Citations
- 15 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 5 – Criminal Citations
- 28 – Moving Violation Citations
- 16 – Non Moving Citations
- 12 – Warnings

Traffic Enforcement on North Bay Island:

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

Traffic Enforcement Totals:

- 612 – Citations
- 113 – Warnings
- 121 – Parking Citations

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Update (September 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $975.00 in Code Enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Code Monthly Report September-2023.pdf

	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		

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

ITEM NO. 9.E

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Key Capital Improvement Projects Update (September 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Please see the accompanying report.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
CIP Construction Summary.pdf

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 we advocated for the pedestrian improvements and more recently asked for the full intersection to be paved. They complied.

Key Capital Improvement Projects Construction Summary (10/9/23)					
(Organized by Expected Construction Dates, unless Otherwise Indicated)					
Proj. #	**Proj. Name**	**Scope**	**Start Date**	**End Date**	**Notes**
1	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	10/30/23	
2	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)
3	Public Art: Paint Infrastructure Box along Causeway, in Front of Civic Park	Led by Meagan, sponsored by Comm. Cuk.	Start date TBD	12/31/23	Artist has been selected. Work order being prepared.
4	Sanitary Sewer Improvements	Complete assorted moratorium-related improvements	Spring '22	12/31/23	
5	Public Art: Island Walk South Plaza Mural	Paint mural or add installation to IWSP Wall next to GVP	11/15/23	1/30/24	Artist selection has taken place; contract to be approved at 10/16/23 commission meeting
6	Public Art: Vogel Park Tourist Photo Frame	Have artist/sculptor create social media metal background to be installed at SW corner of Vogel	11/15/23	1/30/24	Artist selection to take place; contract to be approved at 11/9/23 commission meeting

7	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.
8	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.
9	Island Walk N Plaza	Construct North Plaza scenic area plus NBV east entry sign	11/1/23	8/30/24	FDOT new contract and a bat survey delayed start date. Contractor in process of obtaining drainage permits from DERM.
10	TI 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	
11	TIES Park	Add 5 multipurpose fields, pathway, landscaping to TIES perimeter	4/1/24	10/1/24	MDCPS approval likely 10/11/23

12	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. 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).
13	Vogel Park Marine Facilities	Install kayak launch and marine patrol dock	1/1/24	Fall '24	RFP did not yield responses. Will need to be readvertised.
14	Street Signs	Ultimately replace all NBV street signs	12/30/23	Fall '24	Fabrication was being bid out, for commission approval by Oct '23. The # of signs installed will depend on price. At that point, construction end date will be added but may be much sooner than Fall '24 if funds are sufficient.
15	NBI Stormwater System Improvements	Replace NBI stormwater pump station with new, better one	Fall '23	Fall '24	Negotiating easement agreement with affected property owner.
16	Civic Park Recreational Improvements	Add walking/nature trail, splash pad, kayak launch, living shoreline	Fall '24	Fall '25	Permitting elements in bay can be lengthy/ unpredictable.
17	Galleon St Community Center	Construct community center and outdoor rec. amenities at Public Works site	Summer '24	Fall '25	Affected by MDCPS negotiations and pump station project.
18	Village Hall	Construct village hall/fire rescue complex	9/1/24	12/31/26	In design phase.
19	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.

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: October 16, 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 September 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	Resident Advisory Boards	Special Magistrate, others
4	1	4	1

PUBLIC NOTICES

The Village Clerk's Office issued a total of Eighteen (18) Public Meeting Notices during the month of September in the year 2023. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards Meetings, Special Magistrate Hearings, and Sunshine Meetings.

EXECUTION OF DOCUMENTS

Resolutions	Agreements / Contracts
8	8

MEETING MINUTES
A total of (2) meeting minutes were prepared for the Village Commission.

RESIDENT ADVISORY BOARD UPDATE
The Village Commission and Advisory Board Members were advised of an upcoming ethics training to be held on October 18th.

VILLAGE CODE UPDATE (Municode)
I have reviewed the proofs for Supplement #16 for the Code of Ordinances. This supplement includes the inclusion of Ordinances 2022-004, 2022-014, 2023-001, 2023-003, and 2023-006. Furthermore, this update will address a Schrevier's error in the Village Charter and re-incorporate vital footnotes of previous Charter amendments.

In addition, a quarterly update of the Residents Advisory Board's attendance is attached for your review.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log September 2023.pdf
Advisory Board Members Attendance - Oct 2023.pdf

Public Records Request Log - September 2023

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS)	COMMENTS
9/1/2023	Bethany Gordon	Finance	requesting a copy of the postage equipment lease for the mailing equipment used at your facility listed below: NORTH BAY VILLAGE I believe it may be Pitney Bowes equipment (Pitney Bowes Global Financial) or FP Mailing Solutions equipment. If your equipment was purchased, please send a copy of the purchase agreement for the owned equipment.	N/A	9/1/2023	
9/5/2023	Rene Fernandez	Building	requesting construction plans, electrical plans or any record/permit open, etc for buildings located at 1819 79 St CSWY North Bay Village 33141 and 1855 79 St CSWY North Bay Village 33141.	N/A	9/12/2023	
9/6/2023	Atranette Brown	Finance	copies of public records of the current audit year	N/A		No response from the requesting party on clarification for a specific record.
9/7/2023	Tiketha Allen	Police	request for body cam video of case #202300048488	N/A		
9/7/2023	Isaura Paredes	Police	request for body cam video of case #202300049205	N/A	10/6/2023	

9/8/2023	Olessya Bochurko	Police	request of case number 202300047909	N/A	9/15/2023	
9/8/2023	Cherie Fromson	Finance/Public Works	records for the following bid: Bid ID RFQ-RFQ-2019-05-0-2019/MAD	N/A	9/18/2023	
9/11/2023	Rolex Domengiano	Building	copy of building permit records from July 5, 2023 to the present.	N/A	9/11/2023	
9/12/2023	Florida Speciality Support Group	Police	records request of case number 23-50121, auto theft	N/A	9/18/2023	
9/12/2023	Josely Barrial	Police	records request of case number 802300049204	N/A	9/12/2023	
9/14/2023	Doris Acosta	Police	request for body worn cam case #202300035634	N/A		
9/14/2023	Monica Diaz	Police	request for body worn cam case #202300046723	N/A	9/20/2023	
9/14/2023	Emma Scott	Police	requesting more materials on crash #202100035783	N/A	9/28/2023	
9/14/2023	Marianela Sastre	Code Compliance	request non official records of (City Code Violations) for the following property : 1881 79th Street Cswy APT 1903, North Bay Village, FL 33141	N/A		
9/18/2023	Doris Acosta	Police	BWC for and case report for CASE # 202335634	N/A	9/18/2023	
9/19/2023	Joe Propertyjey	Code Compliance	The date range 08/01/2023 to 09/15/2023 of Code Violations records for North Bay Village	N/A	9/19/2023	
9/19/2023	Robert S. Reiff	Police	request a copy of the Body Worn Camera Videos pertaining to North Bay Village Police Officers: P. Battaglia, ID. 023-00283; J. Rodriguez, ID. 023-00294; L. Palacio, ID. 023-00292 referencing case #202300049875	$392.91		Cost estimate was sent via email
9/19/2023	Rigo Padilla	Police	request the Police Rerport 2023-0051918	N/A	10/5/2023	

9/19/2023	William Bird	Police	requesting information in regards to the location the Glagler College in St. Agustine athletic teams used as housing while visiting (1819 79th Causeway Best Western)	N/A	10/5/2023	
9/21/2023	Francisco Alvarado	Building/Code	1. Any violations and/or notice of violations issued to the property owner of 7521 Beach View Drive between Sept. 8. 2023 through today, Sept. 21, 2023. 2. Any permit applications submitted by the property owner of 7521 Beach View Drive between Sept. 8. 2023 through today, Sept. 21, 2023.	N/A	9/22/2023	
9/25/2023	Omar Rodriguez	Police	police/arrest report of Youssef Elzein, 27	N/A		
9/25/2023	Diana Correa-Rodriguez	Police	surveillance video of motorcycles theft investigation from september 14, 2023	N/A	9/25/2023	Active investigation
9/25/2023	Natalie Mandado	Police	BWC for case #202300052912	N/A		
9/26/2023	Francisco Alvarado	Building/Code	code enforcement/building notices issued to the property at 7521 Beach View Drive between Sept. 22, 2023 and Sept. 26, 2023.	N/A	9/27/2023	
9/26/2023	John Senis	Building	copy of the roof permit history for Rabbi Dalfin to the above email provided. The address is 1580 79th Street Causeway, North Bay Village, FL 33141.	N/A	10/3/2023	
9/29/2023	Michael Carballo	Code Compliance	record of the magistrate hearing that occurred on 09/28/2023 at 2pm regarding Treasure Island Cove Condominium Association	N/A	10/3/2023	

BOARDS & TASK FORCE MEMBERS
2023 ATTENDANCE REPORT

ANIMAL CONTROL ADVISORY BOARD *(Bi-Monthly meetings, 1st Wednesdays at 6:30pm)*

BOARD MEMBER	January	Wednesday, February 1st	Wednesday, March 1st	Wednesday, April 5th	Wednesday, May 3rd	Wednesday, June 14th	Wednesday, July 5th	Wednesday, September 6th	Wednesday, November 1st				
Maria Marquez (Chair)	NM	P	CANCELLED	RESCHEDULED	RESCHEDULED	P	CANCELLED	P					
Indira Shakti	NM	P				P		A					
Rosaura Lopez (Vice Chair & Secretary)	NM	P				P		P					
Amy Siegle	NM	P				P		P					
Sandra Garcia	NM	P				A		P					

RESIDENT SERVICES ADVISORY BOARD *(1st Tuesdays meetings at 6:30pm)*

BOARD MEMBERS	January	Tuesday, February 7th	Tuesday, March 7th	Tuesday, April 4th	Tuesday, May 2nd	Tuesday, June 6th	Tuesday, July 3rd	Tuesday, August 1st	Tuesday, September 6th	Tuesday, October 2nd	Tuesday, November 6th	Tuesday, December 6th	
Claudia Alvarez	NAM	NAM	NAM	P	P	P	CANCELLED	A	P	A			
Lidia Cantave (Chair)	NM	P	P	P	P	P		NO QUORUM	A	P			
Jose Parada (Vice Chair)	NM	P	P	P	P	P			P	P			
Laura Cuellar De Somoza	NAM	NAM	NAM	NAM	NAM	NAM		A	P	P			
Farahim Alili	NAM	NAM	NAM	NAM	NAM	NAM	NAM	NAM	NAM	P			

SUSTAINABILITY & RESILIENCE TASK FORCE *(4th Tuesdays meetings at 6:30pm)*

BOARD MEMBERS	Tuesday, January 31st	Tuesday, February 28th	Tuesday, March 28th	Tuesday, April 25th	Tuesday, May 23rd	Tuesday, June 27th	Tuesday, July 25th	Tuesday, August 22nd	Tuesday, September 26th	Tuesday, October 24th	Tuesday, November 28th	Tuesday, December 16th	
Alisha Graham (Vice Chair)	P	A	P	P	CANCELLED	P	P	IN RECESS	P				
Neil Krasner	P	P	P	P		P	P		P				
Brenda Krebs	P	P	A	P		P	P		P				
Julia Stutts (Secretary)	P	P	P	P		P	P		P				
VACANT													

FINANCIAL ADVISORY BOARD *(3rd Tuesdays meetings at 6:30pm)*

BOARD MEMBERS	Tuesday, January 23rd	Tuesday, February 21st	Tuesday, March 21st	Monday, April 17th	Tuesday, May 16th	Tuesday, June 29th	Tuesday, July 24th	Tuesday, August 15th	Tuesday, September 19th	Tuesday, October 17th	Tuesday, November 21st	Tuesday, December 19th	
Sandi Horwitz	CANCELLED	P	A	P	P	P	A	IN RECESS	P				
Nicholas Martin (Chair)		P	P	P	P	P	P		P				
Paul Jacob (Vice Chair)		P	P	P	A (Excused)	A	P		P				
Gila Brock		A	P	P	P	P	P		A				
Nicole Rihanek (Secretary)		P	P	A (Excused)	P	P	A		P				

COMMUNITY ENHANCEMENT ADVISORY BOARD *(4th Wednesdays meetings at 6:30pm)*

BOARD MEMBERS	Wednesday, January 25th	Monday, February 6th	Thursday, February 23rd	Wednesday, March 22nd	Wednesday, April 26th	Wednesday, May 24th	Wednesday June 28th	Wednesday, July 26th	Wednesday, August 23rd	Wednesday, September 27th	Wednesday, October 25th	Wednesday, November 29th	Wednesday, December 27th
Bree Farrugia	RESCHEDULED	NO QUORUM	NAM	P	P	CANCELLED	CANCELLED	CANCELLED	IN RECESS	CANCELLED			
Nicholas Quay (Chair)			P	P	P								
Silvia Santilli			P	P	P								
Christopher Cotton	NAM		NAM	NAM	NAM								
Jacob Petrini	NAM		NAM	NAM	NAM	NAM	NAM	NAM	NAM	NAM			

PLANNING & ZONING ADVISORY BOARD *(3rd Wednesdays meetings at 6pm)*

BOARD MEMBERS	Thursday, January 26th	Thursday, February 16th	Wednesday, March 15th	Wednesday, April 19th	Wednesday, May 17th	Wednesday, June 21st	Thrusday, July 13th	Thursday, July 27th	Wednesday, August 16th	Wednesday, September 14th	Wednesday, October 18th	Wednesday, November 15th	Wednesday, December 6th
Jon Andras - At-Large	A	CANCELLED	P	CANCELLED	CANCELLED	P	P	P	IN RECESS	A			
Ruslanas Byckovas - Treasure Island	P		P			P	P	P		P			
Timothy Dennis - Harbor Island (Chair)	P		P			P	P	P		P			
Paul Murphy - North Bay Island	P		P			P	P	P		P			
Ryan Shaw - At-Large (Vice Chair)	P		P			P	P	P		P			
Sherry Abramson (Alternate)	P		P			P	P	A		A			

ATTENDANCE CODES
P - Present
A - Absent
NM - No Meeting
NAM - Not a Member

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: Mayor Brent Latham

SUBJECT: **A Resolution Selecting the "Vogel Park Sculpture Frame" Art Project as the Village's Fundraising Initiative for Give Miami Day 2023 – *Sponsored by Mayor Brent Latham***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING THE VOGEL PARK SCULPTURE FRAME PROJECT AS THE VILLAGE'S FUNDRAISING INITIATIVE FOR GIVE MIAMI DAY 2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village staff recommends approval of this item to assist in the beautification of our Village and provide a special touch to a frequently visited location for residents and visitors to enjoy.

BACKGROUND AND ANALYSIS

The Village is undertaking an exciting project to enhance Vogel Park by adding a unique tourist photo frame. This frame will not only be a functional and aesthetic addition to the park but would also serve as a memorable attraction for visitors. While the project has already been budgeted for in the fiscal year 2023-2024 budget, the Village Staff request the Village Commission consideration and select this art project as the featured fundraising initiative for Give Miami Day 2023.

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. We expect to collect roughly the same amount this year if not more.

It is recommended that the Village Commission select the Vogel Park Sculpture Frame Art Project as the Village's Fundraising Initiative for Give Miami Day 2023

Approval of this item will support the Pillar of 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.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Selecting Give Miami Day Fundraising Initiative - Vogel Park Art Frame.DOCX

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING THE VOGEL PARK SCULPTURE FRAME PROJECT AS THE VILLAGE'S FUNDRAISING INITIATIVE FOR GIVE MIAMI DAY 2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") issued a Call to Artists on July 28, 2023 to solicit submissions from artists for the creation of a sculpture frame at Vogel Park (the "Project"); and

WHEREAS, in order to support the expenses associated with the Project, the Village Commission wishes to select the Project as its featured fundraising initiative for Give Miami Day 2023, which is one of the largest annual giving events in the nation; 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 Project as the Village's featured fundraising initiative for Give Miami Day 2023.

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 16th day of October, 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. 11.B

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: Mayor Brent Latham

SUBJECT: A Resolution Approving a Sponsorship Agreement with SHOMA Group for the 2023-2024 North Bay Village Soccer Program Uniforms - Sponsored by Mayor Brent Latham

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RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SPONSORSHIP AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATED TO UNIFORMS FOR THE VILLAGE'S SOCCER PROGRAMS; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission enter into a Sponsorship Agreement with SHOMA Group in support of soccer uniforms.

BACKGROUND AND ANALYSIS

The proposed agreement is being offered by Shoma North Bay Village, LLC to contribute funding for uniforms for the Village Competitive Recreational Soccer Program and, in exchange, shall receive certain promotional rights with respect to the soccer uniforms. The Sponsor has agreed to to reimburse for expenses accrued in purchasing soccer uniforms to be used for the current Soccer League Season.

Key contract terms include:

- The proposal will cover the following expenses, totaling $5,105:
  50 North Bay Village Soccer Competitive League uniform kits.
  71 Shirts for Mayor Latham's Saturday Soccer Program.

- Exclusivity: sponsor shall be the sole and exclusive sponsor for the Soccer Uniforms.

Nothing herein shall be deemed to prevent the Village from obtaining additional sponsors related to the Soccer Programs.

- The Contribution allows the Sponsor to have its logo on the soccer uniforms for one season, commencing on the Effective Date and ending on June 6, 2024.

- Use of Logo: the Sponsor grants the Village a limited license and right to use Sponsor's trademarks, trade names, logo designs, and company description, as submitted to the Village, for the soccer uniforms and in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Soccer Programs.

- Right of First Refusal: sponsor shall have the right of first refusal to sponsor the Soccer Uniforms for the next Soccer Programs season beginning approximately in August 2024 and ending approximately in May 2025. Sponsor shall have thirty (30) days from the date that the Village presents the sponsorship deck to Sponsor to accept or refuse such offer. The right of first refusal specified hereunder shall only be applicable for only the next Soccer Programs season, unless otherwise negotiated in future sponsorship agreements.

It is recommended that the Village Commission approve the proposed sponsorship agreement between the Village and Shoma North Bay Village, LLC for funding the Village Soccer Program uniforms.

Approval of this item will promote the Pillar of Liability 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.)
Increase to General Fund - Donations (001.00.366.3663) $5,105 and Community Special Events - Soccer (001.72.572.5464) $5,105

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Shoma Sponsorship Agreement.DOCX
Exhibit A - Shoma Sponsorship Agreement Draft. DOCX
Exhibit B - Budget Amendment -Shoma .pdf

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SPONSORSHIP AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATED TO UNIFORMS FOR THE VILLAGE'S SOCCER PROGRAMS; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") organizes and hosts the Competitive Recreational Soccer Program and Saturday Soccer Program (the "Soccer Programs") at the TIES Athletic Field located at 7540 E Treasure Drive, North Bay Village, FL 33141; and

WHEREAS, Shoma North Bay Village, LLC (the "Sponsor") has offered to contribute funding for uniforms for the Soccer Programs in exchange for certain promotional rights; and

WHEREAS, the Village Commission desires to approve a sponsorship agreement, in substantially the form attached hereto as Exhibit "A" (the "Sponsorship Agreement"), with the Sponsor and authorize the Village Manager to execute the Sponsorship Agreement; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION

OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Approval. That the Village Commission hereby approves the Sponsorship Agreement, in substantially the form attached hereto as Exhibit "A," with the Sponsor.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Sponsorship Agreement, in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

Section 5. Implementation. That the Village Manager, 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 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 16th day of October, 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

SPONSORSHIP AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

SHOMA NORTH BAY VILLAGE, LLC

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 **SHOMA NORTH BAY VILLAGE, LLC,** a Florida limited liability company (hereinafter, the "Sponsor").

WHEREAS, the Village is the organizer and host of a Competitive Recreational Soccer Program and Saturday Soccer Program (the "Soccer Programs"); and

WHEREAS, the Sponsor has agreed to contribute funding for uniforms for the Soccer Programs (the "Soccer Uniforms") and, in exchange, shall receive certain promotional rights with respect to the soccer uniforms; and

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

1. Sponsorship Terms.

1.1. Sponsorship**.** Sponsor and Village acknowledge and agree that Sponsor shall be an official sponsor of the Soccer Uniforms in accordance with the terms and conditions of this Agreement.

1.2. Sponsor Contribution and Payment. Sponsor agrees to pay the Village the total sum of $5,105.00 to sponsor the Soccer Uniforms (the "Contribution"). The Contribution will be paid to the Village upon receipt of the Village's invoice. It is expressly acknowledged and agreed that any and all payments made in connection with this Agreement are non-refundable.

1.3. Exclusivity. Sponsor shall be the sole and exclusive sponsor for the Soccer Uniforms. Nothing herein shall be deemed to prevent the Village from obtaining additional sponsors related to the Soccer Programs.

1.4. Right of First Refusal. Sponsor shall have the right of first refusal to sponsor the Soccer Uniforms for the next Soccer Programs season beginning approximately in August 2024 and ending approximately in May 2025 (the "2024-2025 Season"). Sponsor shall have thirty (30) days from the date that the Village presents the sponsorship deck to Sponsor to accept or refuse such offer. The right of first refusal specified hereunder shall only be applicable for the 2024-2025 Season, unless otherwise negotiated in future sponsorship agreements.

1.5. Term. The Contribution allows the Sponsor to have its logo on the soccer uniforms for one season, commencing on the Effective Date and ending on June 6, 2024.

2. Use of Logo; Intellectual Property, Advertising and Promotion.

2.1. Use of logo. The Sponsor grants the Village a limited license and right to use Sponsor's trademarks, trade names, logo designs, and company description, as submitted to the Village, for the soccer uniforms and in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Soccer Programs.

2.2. The Parties expressly acknowledge and agree that Sponsor's trademarks, label designs, product identifications, artwork, and other symbols and devices associated with Sponsor's goods and services (collectively, "Sponsor's Trademarks") are and shall remain Sponsor's property at all times, the foregoing notwithstanding.

3. Termination. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Sponsor, or immediately with cause.

4. 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.

5. 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.

6. Entire Agreement/Modification/Amendment.

6.1. 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.

6.2. 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.

7. Nonassignability. This Agreement shall not be assignable by Sponsor unless such assignment is first approved by the Village Manager.

8. 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.

9. **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.

10. **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.

11. **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.

[Remainder of page intentionally left blank. Signature page follows.]

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)

SPONSOR

By: _____

Name: _____

Title: _____

Entity: _____

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:

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

With a copy to:

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

Budget Amendment Form

Department	Recreation & Human Services	Date	10/16/2023
Fund(s) to be changed: General Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
001.72.572.5464	Community Special Events - Soccer	$ 5,105.00	
001.00.366.3663	Contributions & Donations		$ 5,105.00
TOTAL (Columns must be equal)		**$ 5,105.00**	**$ 5,105.00**

Description:

SHOMA's Donation for the Soccer Uniforms - Tuesday, Thursday, & Saturday Soccer. FY24

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Vice Mayor Dr. Richard Chervony

SUBJECT: **A Resolution Approving an Update to the Village's Comprehensive Emergency Management Plan - *Sponsored by Vice Mayor Dr. Richard Chervony***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING A COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve an update to the Village's Comprehensive Emergency Management Plan, which includes feedback from Miami-Dade County's Office of Emergency Management.

BACKGROUND AND ANALYSIS

An update to the Comprehensive Emergency Management Plan (CEMP) is hereby being submitted for the Village Commission's consideration and approval. The North Bay Village staff have responded to natural and manmade crises for decades, including tropical storms and hurricanes, among other potentially disastrous events. Our current Village staff is experienced in their ability to address these kinds of events. However, cities should have a Comprehensive Emergency Management Plan (CEMP) that guides their actions during such events.

Regularly reviewing and updating the CEMP helps maintain its relevance and effectiveness. Therefore, the Village's CEMP should be periodically updated and sent to Miami-Dade County Emergency Management Office for review. It ensures that the Village is better prepared to handle a wide range of potential emergencies and crises, ultimately safeguarding the well-being of its residents and minimizing the impact of disasters.

The Village Manager's Office engaged with other municipalities in Miami-Dade County through the Miami-Dade City & County Managers Association (MDCCMA). This collaborative approach allows for the sharing of knowledge and resources, fostering a sense of unity in addressing emergency management challenges. Village Staff spent several months identifying the best policies from other CEMP's and incorporated them into the Village Plan. At which time, Miami-Dade County also revised their CEMP review process to be more methodical including requiring pandemic-related language. This inclusion acknowledges the importance of preparing for a broad range of potential crises, including health emergencies.

The updated CEM Plan was then sent to Miami-Dade County's Office of Emergency Management for review, and we are pleased to share that they had no recommended changes or additions. That is a significant accomplishment and a testament to the thoroughness and effectiveness of North Bay Village's Comprehensive Emergency Management Plan.

Approval of the item will promote the Pillars of Resilience and Efficiency of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

Efficiency

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS

Resolution Adopting CEMP
Exhibit A - CEMP 2023.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING A COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 252.38(2), Florida Statutes, authorizes and encourages municipalities to create emergency management programs to provide for disaster mitigation, preparedness, response and recovery responsibilities; and

WHEREAS, Section 252.35(2)(b), Florida Statutes, requires that if a municipality elects to establish an emergency management program, it must adopt an emergency management plan that complies with all standards and requirements applicable to county emergency management plans; and

WHEREAS, Miami-Dade County has reviewed and found that North Bay Village's (the "Village") Comprehensive Emergency Management Plan ("CEMP") is consistent with the Miami-Dade County CEMP; and

WHEREAS, the Village desires to adopt the CEMP attached hereto as Exhibit "A;" and

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

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

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

Section 2. Approval. That the Village Commission hereby adopts the CEMP, attached hereto as Exhibit "A."

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

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

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

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

PASSED AND ADOPTED on this _____ day of October, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, MMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

North Bay Village
Municipal Comprehensive Emergency Management Plan



Prepared by the
Office of the Village Manager
of North Bay Village

RECORD OF CHANGES

DATE	PAGE(S)	REVISION DESCRIPTION
2014	**All**	**Plan created in accordance with county procedure**
2023	**All**	**Regular review and update to 2023**

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ABBREVIATIONS

CEMP - Comprehensive Emergency Management Plan

MCEMP - Municipal Comprehensive Emergency Management Plan

EOC - Emergency Operations Center

IC - Incident Commander

UC - Unified Commander

NIMS - National Incident Management System

ICS - Incident Command System

EMR - Emergency Management Responder

EMS - Emergency Medical Services

Hazmat - Hazardous Materials

WMD - Weapons of Mass Destruction

PPE - Personal Protective Equipment

DEP - Department of Environmental Protection

DOT - Department of Transportation

ERT - Environmental Response Team

CST - Civil Support Team

JIC - Joint Information Center

SAC - Special Agent-in-Charge

SIOC - Strategic Information and Operations Center

CDC - Centers for Disease Control and Prevention

PROMULGATION LETTER

To the Residents of North Bay Village:

Our citizens rely on the government to respond with needed assistance whenever a local disaster strikes. The role of each Village Department and employee is to assist in minimizing the impact of a disaster on our community.

As the Village Commission, we are charged with providing policy direction prior to and during natural and human-caused emergencies, should they arise. The Village Manager and staff are responsible for implementing the Commission's strategic direction. Protecting the Village and restoring critical infrastructure and services after a disaster is a monumental task that requires a comprehensive plan.

We endorse this Comprehensive Emergency Management Plan (CEMP) as the framework and guide for preparedness, response, recovery, and mitigation of local disasters. It is our sincere hope that we will never need to implement this plan. However, as history has shown, disasters can and do happen at any time.

We charge each Village employee and department to take disaster planning seriously. Review this CEMP periodically and understand your role. When disaster strikes, we have full confidence that Village staff will respond professionally to serve our community.

By working together, we can reduce risks, enhance preparedness, and build a more resilient North Bay Village. Our collective efforts before, during, and after an emergency will provide the best outcome for our residents.

Approved: _____ Date: _____
Village Manager

Acknowledged: _____ Date: _____
Emergency Management Division

MCEMP DISTRIBUTION LIST

Village Manager

Village Deputy Manager

Mayor

Vice-Mayor

Commissioners

Village Clerk

Deputy Village Clerk

Chief of Police

Police

Lieutenants

Police Sergeants

Public Works Director

Human Resources Director

Finance Director

For North Bay Village, Florida

BASIC PLAN

The Basic Plan outlines the general purpose, scope, and methodology of the MCEMP, provides a hazard analysis of potential risks as well as provides geographic, demographic, and economic information related to the community. The plan also outlines the concept of operations including preparedness activities, responsibilities, organization and incident management structures, response, communications, resource management, recovery functions and both pre/post mitigation activities. In addition, the plan covers financial responsibilities, references, and authorities.

I. INTRODUCTION

North Bay Village is vulnerable to a variety of hazards that may threaten our population, infrastructure, and environment. This Municipal Comprehensive Emergency Management Plan (MCEMP) establishes the framework, guidelines, management structure and resources available to ensure North Bay Village is prepared to deal with these hazards and emergencies. The emergency management structure in Florida is guided by Florida Statute Chapter 252 which utilizes an organizational structure with four levels of intervention (local, county, state, and federal). The lowest level of government (in this case the Village) shall have the initial responsibility for disaster response and relief, attempting to mitigate the hazard. Requests for assistance from the next level of government will be made when the magnitude of the disaster exceeds local resources. An emergency plan examines potential emergencies and disasters based on the risks posed by likely hazards, develops and implements programs aimed toward reducing the impact of these events on a community, prepares for risks that cannot be eliminated, prescribes the actions required to deal with the consequences, and incorporates the National Incident Management System (NIMS) in managing and mitigating the emergency.

The MCEMP for North Bay Village is an all hazard plan that is intended to conform to Miami Dade County's Comprehensive Emergency Management Plan as well as the State of Florida and Federal Response Plans. This plan emphasizes action within the four phases of the Emergency Management cycle: **Preparedness, Response, Recovery,** and **Mitigation.** The MCEMP is divided into the Basic Plan with seven sub sections and three annexes including Communications, Mass Care, and Debris Management. There are four appendices with additional guidelines for Hurricanes and Severe Weather, Hazardous Materials, Terrorism, and Pandemic Influenza. The following describes each section.

Annex I. Communications - This annex outlines the communication systems that are used by North Bay Village on a daily basis and during a disaster.

This communication system includes the 800 MHz radio system used for normal

radio communications by the police department, back-up systems, alternate methods for communications and methods to alert the public. Included are also procedures for radio use, potential problem areas, and other agencies that may be used for communication support during a disaster.

Annex II. **Mass Care** - This annex addresses a number of issues and responsibilities that may need to be addressed and implemented prior to, during, and post disaster such as; communications, evacuation, sheltering, special needs, food, water, first aid and welfare information, and other mass care assistance.

Annex III. **Debris Management** - This annex addresses most aspects of debris management and focuses on how to adequately manage debris removal following a disaster as well as basic requirements for reimbursement.

Appendices I. **Hurricane and Severe Weather** - This appendix outlines general hurricane and associated severe weather, their potential for damage, and guidelines for Village government to effectively manage an incident. Included are general operating guidelines from a preparedness phase through the recovery phase.

Appendices II. **Hazardous Materials** - This appendix identifies types of hazardous materials and outlines basic guidelines and available resources used in managing an incident.

Appendices III. **Terrorism** - This appendix defines terrorism, identifies the different types and methods of terrorism used, defines the alert levels, and identifies methods for handling these types of incidents. In many cases these types of incidents will be managed as a hazardous material incident, however many local and federal agencies will become involved.

Appendices IV. Pandemic Influenza - This appendix identifies a pandemic epidemic and outlines the general guidelines and resources needed in mitigation.

The MCEMP is both a planning and an operations-based document that provides guidance for all aspects of emergency management including preparedness, mitigation functions, evacuation procedures, emergency response activities, public information, resource management, mutual aid, damage assessment, and recovery operations.

A. Purpose

The MCEMP for the Village establishes a framework for an effective system of comprehensive emergency operations and management for the purpose of: reducing the loss of life, injury, and property damage and loss from the natural or man-made emergencies.

The administration of North Bay Village, in collaboration with its departments and engaged community members, strives to optimize the utilization of existing resources, aiming to enhance efficiency and efficacy. Our collective focus is on mitigating, preparing for, responding to, and recuperating from a range of

potential adversities, including natural occurrences, technological incidents, and human-induced emergencies. These situations hold the potential to impact the well-being, security, and assets of both our local government and the residents of North Bay Village. Our approach is as follows:

- Preparing for prompt and efficient response activities to protect lives and property impacted by emergencies.
- Responding to emergencies with the effective use of all relevant plans and appropriate resources.
- Providing for the rapid and orderly implementation of recovery operations.
- Assisting in awareness, education, prevention, and mitigation of emergencies
- Identify threats and hazards to life, property, and environment.
- Assign roles and responsibilities.
- Outline actions to address hazards and conduct emergency operations.
- Document capabilities and resources.
- Ensure continuity of government.
- Promote coordination with other agencies.
- Provide for plan maintenance and training.

B. Scope

This plan outlines the fundamental strategies, underlying assumptions, and operational procedures that North Bay Village will employ to coordinate resources and execute initiatives aimed at guiding and bolstering local emergency management endeavors, spanning from initial response and recovery phases. Moreover, it underscores our commitment to assisting Miami-Dade County in its mitigation endeavors. To ensure seamless collaboration across government entities, we have embraced a functional approach within this plan, categorizing the nature of assistance required to effectively address emergency situations within North Bay Village, as well as on county and state levels. The plan comprehensively covers all facets of emergency management, encompassing preparedness, response, recovery, and mitigation strategies. We have meticulously assigned roles and responsibilities to our various departments, aligning them with the specific hazards they are best suited to manage.

The CEMP covers the full spectrum of incident management activities across all phases: preparedness, response, recovery, and mitigation. It can be partially or fully implemented based on the needs of the incident. The plan:

- Is flexible to address all types of hazards.

- Integrates with Miami-Dade County, State of Florida, and federal plans.
- Incorporates the National Incident Management System (NIMS) and Incident Command System (ICS).
- Coordinates resources from across Village departments, surrounding jurisdictions, and higher levels of government.
- Applies to all Village departments, which maintain supporting plans and procedures.

The MCEMP establishes the basic policies and strategies for a comprehensive all hazard program of North Bay Village that works in conjunction with local resources, the Miami- Dade County CEMP, and the State of Florida Comprehensive Emergency Management Plan.

1. The following are the priorities of the MCEMP.

    - Protecting citizens
    - Preserving and protecting property
    - Providing for the needs of survivors
    - Preserving or restoring government
    - Restoring essential services
    - Providing public information

- The plan is applicable to minor, major, or catastrophic disasters. It is flexible and expandable depending on the emergency. Any part or section of the plan may be used separately if required by the situation.
- The plan establishes the procedures to coordinate with local, regional, state, and federal emergency management agencies, organizations, and programs.
- The plan utilizes the National Incident Management System (NIMS) that provides for a standardized incident management system for managing emergencies that is flexible enough to apply to all phases of an incident regardless of the size, location, or complexity.
- The plan brings local, county, state, and federal resources together in a unified approach to disaster management.
- · The plan establishes an effective format for emergency management by identifying the hazards within the Village, determining the vulnerability to various types of hazards, and addressing the hazards so appropriate preparedness, mitigation, and planning steps can be made.
- This plan addresses the four phases of emergency management.

C. Assumptions

- An emergency or disaster may occur at any time with little warning.
- Incidents are managed at the lowest level. Resources are available when needed.
- All Village employees may be impacted and should understand this plan.
- Outside assistance will be available but self-sufficiency is essential.
- Demand for public information may exceed capacity.
- Vulnerable populations require specialized support.

Village Management Structure

North Bay Village is overseen by a Mayor and a Village Commission, both elected by our community residents. The Mayor holds a two-year term and is eligible for up to two consecutive terms. On the other hand, the Village Commission is chosen every four years. Our governance follows a Commission – Manager framework, with the Manager selected by the Commission. This Village Manager assumes responsibility for the day-to-day operations of our local government, aligning actions with the policies set forth by the Mayor and the Village Commission.

The structure of our Village government comprises functional departments and divisions, strategically designed to efficiently provide essential governmental services. In accordance with the Village Government Code and Commission directives, the Village Manager holds executive authority over all emergency operations and possesses the necessary powers associated with emergency government functions.

a. Government Structure:
North Bay Village operates under a Commission-Manager form of government. Policy authority resides with the Mayor and Village Council. The Village Manager oversees daily operations.

b. Emergency Authorities:
Per Village Code Chapter 54, the Village Manager has broad authorities during emergencies. The Manager may delegate responsibilities to the Emergency Management Division.

c. Continuity of Government:
Lines of succession are defined in Village Code and departmental SOPs to ensure continuity of leadership. The Village also maintains a Continuity of Operations Plan.

Emergency Organization

North Bay Village Emergency Management assumes responsibility for executing, overseeing, and documenting all activities sanctioned and undertaken in connection with emergency measures. Our Emergency Management division's tasks encompass continuous planning, organization, and coordination of essential actions aimed at establishing and sustaining an efficient emergency response capacity. This capacity is crucial for effectively managing and preparing for diverse emergency situations.

a. Emergency Management Division:
The Division, under the Fire Department, oversees preparedness, response, recovery, and mitigation. Responsibilities include plan management, training, exercises, alert and warning, EOC operations, continuity of government, resource management, and coordination with other agencies.

b. Incident Command System:
The Village uses NIMS/ICS to manage all phases of incident management. ICS enables integrated emergency management and mutual aid among jurisdictions and levels of government.

c. Emergency Support System:
The Village coordinates resources and capabilities using a functional approach similar to the state and federal ESF structure.

2. **County/State/Federal Coordination:**
Miami-Dade OEM coordinates information, resources, and operations between the Village and state/federal agencies. The Village operates under the Miami Divisional

3. **Functions of Emergency Management**
In accordance with the provisions outlined in the Village Code Section 54, the Village Manager is granted the authority to execute, supervise, and provide reports on all Emergency Management functions executed by the Village. The Emergency Management Division, as created by the Village Manager as needed, is tasked with executing a comprehensive program that addresses the Village's readiness, response, recuperation, and mitigation activities. Our Village's emergency management initiative orchestrates the necessary steps for developing and preserving an effective emergency response capability, crucial for preparing for and managing varying emergency circumstances. The Emergency Management Division, at the direction of Village Manager, is empowered with the following duties and responsibilities:

- Work with the Village Manager to formulate and execute Declarations of a State of Emergency as per Section 54-5 of the Village Code.
- Furnish the Village Manager with insights concerning emergency regulations required to safeguard life, property, and public order, and to manage adverse conditions that impact public welfare during emergencies.
- Lead the development, revision, and testing of emergency response plans that align with Florida State and Miami-Dade County emergency plans. This encompasses measures for mitigation, preparedness, response, and recovery, and the utilization of powers sanctioned by Florida Statutes, Chapter 252.
- Provide recommendations for the allocation of funds to the Emergency Management Division budget and the establishment and upkeep of emergency response capabilities to the Village Manager.
- Contribute to the creation and implementation of emergency regulations essential for protecting life, property, and public order, and managing adverse conditions that affect public welfare during emergencies.
- Strategize and manage the operations of an emergency operations center (EOC), including necessary equipment, personnel, and operational protocols to effectively

oversee and control emergency situations.

- Collaborate with the Village Manager and Village's Director of Communications to manage the community's emergency awareness public information campaign.
- Support the Finance Department in applying for Public Assistance or other forms of disaster relief funding.
- Offer recommendations to the Village Manager regarding the allocation of Village funds for emergency relief and disaster recovery from the Reserve Fund as authorized by Section 25-3 of the Village Code.

Emergency Management Phases

The CEMP covers four phases to build and maintain capabilities across the emergency management cycle.



Preparedness - Preparedness is any action taken in advance of an emergency to develop, support, and enhance the operational capabilities and to facilitate an effective and efficient response and recovery to an emergency situation. Community hazards and needs should be identified and addressed prior to an emergency. Preparedness includes plans, preparations, and training of personnel and citizens prior to an event in an effort to save lives and property.

- Plans, procedures, training, exercises, and public awareness activities to enhance operational capabilities.

Response - Response is any action taken immediately before, during, or after an emergency to reduce casualties, save lives, minimize damage to property, and enhance the effectiveness and speed of recovery. The response phase includes conducting emergency operations by taking action to reduce the hazard to acceptable levels (or eliminate it entirely), and to

coordinate resources in managing the emergency.

The Village utilizes the National Incident Management System (NIMS) and Incident Command System (ICS) to coordinate its response operations to emergencies and disasters. All responses are managed at the lowest level possible and expanded as necessary to involve the appropriate Village departments/divisions. Each incident is unique but can be managed and coordinated with the principles of ICS.

- Activities to save lives, protect property and the environment, and meet basic human needs during an emergency.

Recovery - Short-term recovery is any action taken to return vital functions and critical infrastructure to a minimum operating standard. Long-term recovery includes restoring life to a normal or improved State as existed prior to the incident. Activities are initiated to assess damages, needs, and available resources and coordinate relief efforts. Included is the rebuilding of communities and the restoration of services so that individuals, businesses, and government can function on their own, return to normal life, and protect against future hazards.

Recovery activities aim to return the Village to pre-disaster functioning or improved post-disaster operations. Recovery is a process that includes assessment, planning, reconstruction, and implementation of initiatives to rebuild and revitalize the community.

- Actions to restore vital services, assist citizens, rebuild infrastructure, and transition to improved post-disaster operations.

Mitigation - Mitigation is any activity or action taken to eliminate or reduce the degree of long-term risk to human life and property from natural, technological, and human-caused hazards or disasters. This phase involves identifying preventative and/or corrective measures to reduce injury or loss of life and property damage from disasters. This phase should be considered before a disaster occurs and coordinated with the Local Mitigation Strategy.

Mitigation actions serve to reduce or eliminate long-term risk and impacts from future disasters. Mitigation should be integrated across preparedness, response, and recovery activities.

- Policies and actions to eliminate or reduce risks and impacts from future disasters.

2. **Plan Development and Maintenance**
   The North Bay Village Village Manager assumes the pivotal role of endorsing and disseminating this plan throughout the community. With discernment, the Manager will oversee the allocation of this plan and its accompanying materials. As a rule of thumb, provisions must be made to distribute copies of the plan and its attachments to the designated individuals, departments, and divisions delineated within this document. Furthermore, both physical and digital copies should be reserved for accessibility within the Emergency Operations Center (EOC).

Review Process

The North Bay Village Comprehensive Emergency Management Plan (CEMP) and its corresponding Appendices stand as a testament to our commitment and should undergo comprehensive reviews, at a minimum, every three years and subsequent to any plan activations. Additionally, the plan should be subject to meticulous assessment and refinement in response to any deficiencies unveiled during exercises or as shifts occur in hazards, resources, capabilities, or the governmental framework. The

pivotal task of revising and updating the plan, along with its attachments, has been entrusted to the capable hands of the Village's Emergency Management Division. All modifications will be meticulously documented in the Record of Changes table, situated at the outset of the plan. The ultimate seal of approval for the updated plan lies with the Village Manager, endorsing its accuracy and relevance upon completion.

To ensure the accuracy and effectiveness of the Comprehensive Emergency Management Plan (CEMP), the pivotal responsibility for revising and updating the plan, along with its accompanying attachments, rests with the Emergency Management Division. Each modification made will be meticulously documented within the Record of Changes table, thoughtfully positioned at the inception of the plan. Prior to dissemination, the CEMP's updated version shall bear the imprimatur of the Village Manager, signifying endorsement and approval. With the utmost dedication to comprehensiveness, digital and physical copies of the revised plan will be conscientiously distributed to all designated recipients, spanning individuals, departments, and divisions. A rigorous confirmation process, overseen by the Emergency Management Division, shall verify the receipt of the updated plan and the requisite replacement of any outdated versions.

Revisions are made based on:

- Deficiencies identified in exercises or actual incidents
- Changes in resources, personnel, or government structure
- New local, state, or federal planning guidance
- Recommendations from department heads and other stakeholders
- Opportunities for improvement identified during plan implementation
- Changing hazard profiles and community vulnerabilities

Training and Exercises

To uphold the preparedness of all North Bay Village departments, it is imperative to administer annual training sessions focused on the Comprehensive Emergency Management Plan (CEMP) and their corresponding responsibilities spanning preparedness, response, recovery, and mitigation endeavors. These training initiatives may be seamlessly integrated into the Village's annual hurricane preparedness activities, fostering a holistic approach to readiness. To rigorously assess the viability and efficacy of the CEMP, it will undergo testing at least once every three years through a meticulously designed tabletop exercise. North Bay Village recognizes that while no single exercise can encompass every nuance of the plan, the Village's Emergency Management Division will ensure that each exercise serves as an invaluable opportunity to validate specific plan elements. The composition of elements tested will be strategically varied across exercises. The insights garnered from these exercises, including any suggested enhancements to the plan, will be thoughtfully documented in an After-Action Report (AAR), fueling a continuous cycle of refinement, and bolstering our preparedness endeavors.

- Annual CEMP training is provided for all Village employees. Position-specific training is given for EOC staff.
- Tabletop exercises to validate the CEMP are conducted every three years. Actual incidents can substitute for an exercise.

- Findings, recommendations, and corrective actions from exercises are documented in an After Action Report. These inform updates to the CEMP, annexes, and department plans.
- Departments are encouraged to exercise their supporting plans and procedures on a regular basis.

Public Involvement

Grounded in an unswerving dedication to inclusivity and communal engagement, North Bay Village's Comprehensive Emergency Management Plan (CEMP) is a living testament to our commitment. This ethos is embodied through active participation in Village Council meetings and the implementation of targeted public awareness campaigns, with a special focus on safeguarding at-risk groups. The robust discourse fostered in Village Council meetings provides a platform for transparent discussions about the CEMP, facilitating the exchange of vital insights and ensuring that our community plays an active role in shaping and refining our emergency preparedness strategies. Furthermore, our commitment to inclusivity finds expression in meticulously crafted awareness campaigns that cater to the unique needs of vulnerable populations within North Bay Village. By tailoring our outreach efforts, we ensure that critical emergency information reaches those most in need, fostering a resilient community that is well-informed, empowered, and ready to navigate any challenges that may arise. In essence, the CEMP stands not only as a blueprint for preparedness but as a testament to our unity, where every voice matters and every member of our village is embraced, fortified, and ready to face uncertainties head-on.

- The public is involved in the emergency planning process through Village Commission meetings, public hearings, and outreach campaigns.
- Special efforts are made to involve representatives of vulnerable groups, non-profit organizations, community leaders, and local businesses.
- Emergency preparedness information is shared with the public through publications, social media, websites, and special events.

3. Methodology

i. This comprehensive all hazard plan was developed in conjunction with the Miami-Dade County Comprehensive Emergency Management Plan (CEMP), the State of Florida Comprehensive Emergency Plan, the National Response Plan, the Department of Homeland Security, the National Incident Management System (NIMS).

ii. The North Bay Village Manager is the Emergency Management Coordinator and is responsible for maintaining this plan.

iii. All Village Departments are to have plans that support the MCEMP.

iv. Each department is responsible to ensure that all employees are familiar with the contents and responsibilities of this plan.

v. Suggestions for changes to the plan by departments must be

submitted to the Village Manager by April 1st of each year.

vi. An electronic copy is available on the North Bay Village website under the section Police Department.

A MCEMP distribution list can be found in the front of this document.

II. SITUATION

This section of the MCEMP analyzes the hazard potential, geographic characteristics, economic profiles and demographics of North Bay Village.

A. Hazards Analysis

This section outlines the man-made and natural hazards that the Village is vulnerable to.

I. **Hurricanes/Severe Weather:** As a general hazard, hurricanes (tropical cyclones) and related weather have historically caused extensive damage in the State of Florida from wind, flooding, storm surge, and tornadoes. There are on average, 6 Atlantic hurricanes each year; more can be expected during an active year. A hurricane (winds in excess of 74 MPH) or tropical storm (winds in excess 39 MPH) usually has a regional impact affecting thousands of lives and causing considerable damage to homes, businesses, property, utilities and infrastructure, and a significant economic impact on communities and their residents. A large amount of resources, time, and financial support are required to evacuate, stabilize, and restore an area after a major storm. The following are weather related hazards that may be related to a hurricane, tropical storm, or other weather related hazards:

- **Hazardous Material Spill -** Hazardous materials spills could occur from gas stations, marinas, or transportation incidents. Potential impacts include environmental contamination, injuries, facility damage if ignited, and disruption during cleanup. Coastal waterways are especially vulnerable. Spills are low frequency but could be high consequence**.**
- **Commercial Nuclear Power Plant** - No commercial nuclear power plants located in vicinity of North Bay Village. Not applicable.
- **Civil Disturbance** - As a coastal community adjacent to urban areas, large gatherings or unrest could spark civil disorder leading to vandalism, injuries, or interruption of services. Vulnerable areas include commercial corridors, events, and public venues. Low probability but potentially severe impacts.
- **Mass Migration** - No international borders or immigration checkpoints located nearby. Mass migration hazard risk is negligible.
- **Coastal Oil Spills** - Coastal oil spills could occur from ships in Biscayne Bay or tanker trucks. Impacts could include ecological

damage, fouled shorelines, and tourism loss. Coastal areas and marine life most at risk. Low likelihood but harmful consequences.

- **Terrorism:** Terrorism is the unlawful use or threatened use of force or violence by a group or individual committed to intimidating or coercing a government, citizen population, in furtherance of a political or social objective. The real or threat of destruction from a terrorist may utilize a variety of methods to reap chaos. Methods may include chemical dispersion such as saran, attacking or exploding nuclear facilities or radioactive devices, spreading biological agents such as anthrax or small pox, or detonating explosive devices such as a pipe or car bomb. Targets may be equipment, vehicles, citizens, public activities, special events, infrastructure, emergency workers, or a host of others. While North Bay Village is not a high hazard risk, the hazard potential is here due to the jurisdiction's geographic location near the Port of Miami, the City of Miami and the City of Miami Beach. A high risk to the Village is cyber terrorism, which can disrupt and damage the Village's computer system.

- **Exotic Pests and Diseases** - Introduction of citrus canker, mosquito-borne illnesses like Zika, or other agricultural pests and diseases could damage landscape vegetation, impact public health, and require extensive control efforts. All public green spaces and residential properties with trees or gardens vulnerable. Low frequency.

- **Disease and Pandemic Outbreaks** - Disease outbreaks such as influenza pandemics could lead to widespread morbidity, mortality, and economic disruption. Entire community is susceptible. Periodic recurrence with potentially catastrophic effects.

- **Critical Infrastructure Disruption** - Loss of utilities like water/sewer, electricity, or cyber systems would debilitate Village operations and functions. All public services affected, residents displaced or unable to meet needs. Infrequent occurrences but major consequences.

- **Major Transportation Incidents** - As a coastal community near major transportation corridors, marine shipping channels, and airports, risks exist for major air/sea crashes or spills, highway pile-ups, train derailments and associated mass casualties and shutdowns. Low probability events but catastrophic consequences.

- **Wind** - Wind ranks second behind storm surge, among the lethal components of a hurricane destructive force, yet affects far more people due to the regional impact. High winds will impact inland as well as coastal areas causing problems; such as structural failure, damage from wind-blown debris, transportation and evacuation issues, and other related problems. Hurricane force winds are those in

excess of74 MPH with gusts to over 200 MPH. Gale force winds can extend up to 200 miles on the front side of a storm. Plans must be made for hazards from fallen trees, blocked roadways, power outages, debris, and building materials in and around structures under construction.

- **Flooding -** Flooding may be due to thunderstorms passing through the area dropping a considerable amount of rain or related to heavy rains from a low moving tropical storm or hurricane. Several areas in the Village may be prone to flash flooding due to low land elevations. During the time it takes a storm to pass; an average of 5-10 inches of rain may fall. Nationally, flash floods are the number one cause of weather related deaths.

- **Storm Surge** - Storm surge is considered the most destructive of the forces related to hurricanes and could present a major hazard in South Florida coastal communities from the force and associated flooding. Storm surge is the result of wind driven water impacting the continental shelf and building up large waves of water reaching heights up to 15-20 feet as it reaches the coast. Severe damage to any structure in the path can be expected as well as extensive sea wall damage. Storm surge will also have an effect on the Intracoastal Waterway and adjoining property, backing up tidal waters and resulting in extremely high tides and possible flooding.

- **Tornadoes** - Tornadoes are described as violent rotating columns of air (100- 300 MPH) extending from a thunderstorm to the ground. This type of phenomenon will be associated with a thunderstorm or may form during a hurricane. On an average, 800 tornadoes are reported annually in the U.S. Tornadoes can occur anywhere and at any time of the year. While the width of most tornadoes is relatively small (less than 200 feet) violent storms may develop winds to 300 MPH with a diameter of I ½miles.Warning measures for a tornado are limited with hazards related to destructive winds, flying debris, and limited shelters.

- **Lightning** - Lightning is the most dangerous and frequently encountered weather hazard. It is the second most frequent weather hazard killer in the U.S.

2. **Hazardous Material Incidents:** Persons in North Bay Village may be vulnerable to a variety of hazardous and combustible materials in the event of a spill or release from storage facilities or by air, water, or land transportation. There are several public and private facilities that store and use hazardous materials. There is two fuel stations with underground fuel storage.

3. **Utility/Critical Infrastructure Disruption:** The disruption of electricity, water, or sewer for any extended period of time can have a major impact on the services provided to the citizens. These outages may occur at any

time but are usually associated with weather related problems, fires, or other man-made accidents. Power outages could impact communications, electronics, and water and sewer systems, however most critical functions are backed up by generator power in the event of power failure.

4. **Fires/Explosions:** Major fires or explosions impacting facilities, hazardous materials, transport vehicles, and involving large numbers of people or casualties will create a hazard for the Village.

5. **Earthquake/Tsunamis:** Although the Village is not located over a major fault line, the potential could exist for an earthquake and associated structural damage to the Village. Earthquakes, landslides, or other seismic activity could also cause a tsunami, which is a giant wave affecting the coast line. Tsunamis normally affect the Pacific Rim region but could impact our coastline.

6. **Civil Disorder:** Riots, looting, mass vandalism, and fires may be caused by a variety of social factors. Civil disorders have a high potential for injuries/death and property damage and require a large amount of resources to manage.

7. **Special Events:** Special events held in the Village, due to the high public profile and large crowds have a high potential for injury/death from accidents, property damage, civil disorder, transportation issues, and a potential site for terrorist activities. These events require a large number of resources and proactive prevention methods. Though seldom held in our Village, keep in mind 'that North Bay Village is a gateway to both Miami and Miami Beach, both have been subject to violent events in the past.

B. **Geographic Information:** North Bay Village is located in Miami-Dade County along the north side of the 79th Street Causeway. The Village spans two islands separated by Indian Creek waterway. Total area is approximately 0.4 square miles with 1.9 miles of shoreline. Elevation ranges from 3 to 8 feet above sea level. Major waterways are Biscayne Bay and the Intracoastal Waterway. The Village has a subtropical climate. North Bay Village is a residential community. Elevation in North Bay Village is 6 feet above sea level. North Bay Village is in Zone AE. With no significant natural features, the land is prone to flooding during storms and storm surge events which can affect the entire Village area. Environmentally sensitive habitats include the coastal mangrove stands.

C. **Demographic Information:** Our community has a dense population of over 8,108 residents and 3,389 households concentrated into an area of just 0.4 square miles, resulting in 20,270 people per square mile. Over half of our residents are ages 25 to 44. Median age is 38.4. Key demographics that may need specialized support during disasters include children under 18 (15%), elderly over 65 (13%), disabled residents (10%), and non-English speakers (41% Hispanic). Our population lacks mobility, with 56% renters and 35% of housing as multi-family units. Hazards threaten the entire resident population across the concentrated urban area.

D. **Economic Profile**: North Bay Village has a primarily residential economy, with 70% of land zoned residential. Major employment sectors are education, healthcare, transportation, retail, and food service. Tourism related to the waterfront adds seasonal population. With a median household income of $69,239 and median home value of $325,000, the local tax base and Village operations are vulnerable to major property damage, displacement of residents, and loss of tourism from hazards.

E. **Emergency Management Support Facilities**

1. **Police Department Facility-** Utilized as local Emergency Operations Center, (EOC) North Miami Beach Police Department, 16901 N.E. 19th Avenue, North Miami Beach, FL 33162.

2. **Law Enforcement and Communications Facilities-North** Bay Village Police Department, 1841 Galleon Street, North Bay Village, FL 33I41.

3. **Divisional Law Enforcement Facility-** North Miami Beach Police Department, 16901 N.E. 19th Avenue, North Miami Beach, FL 33162.

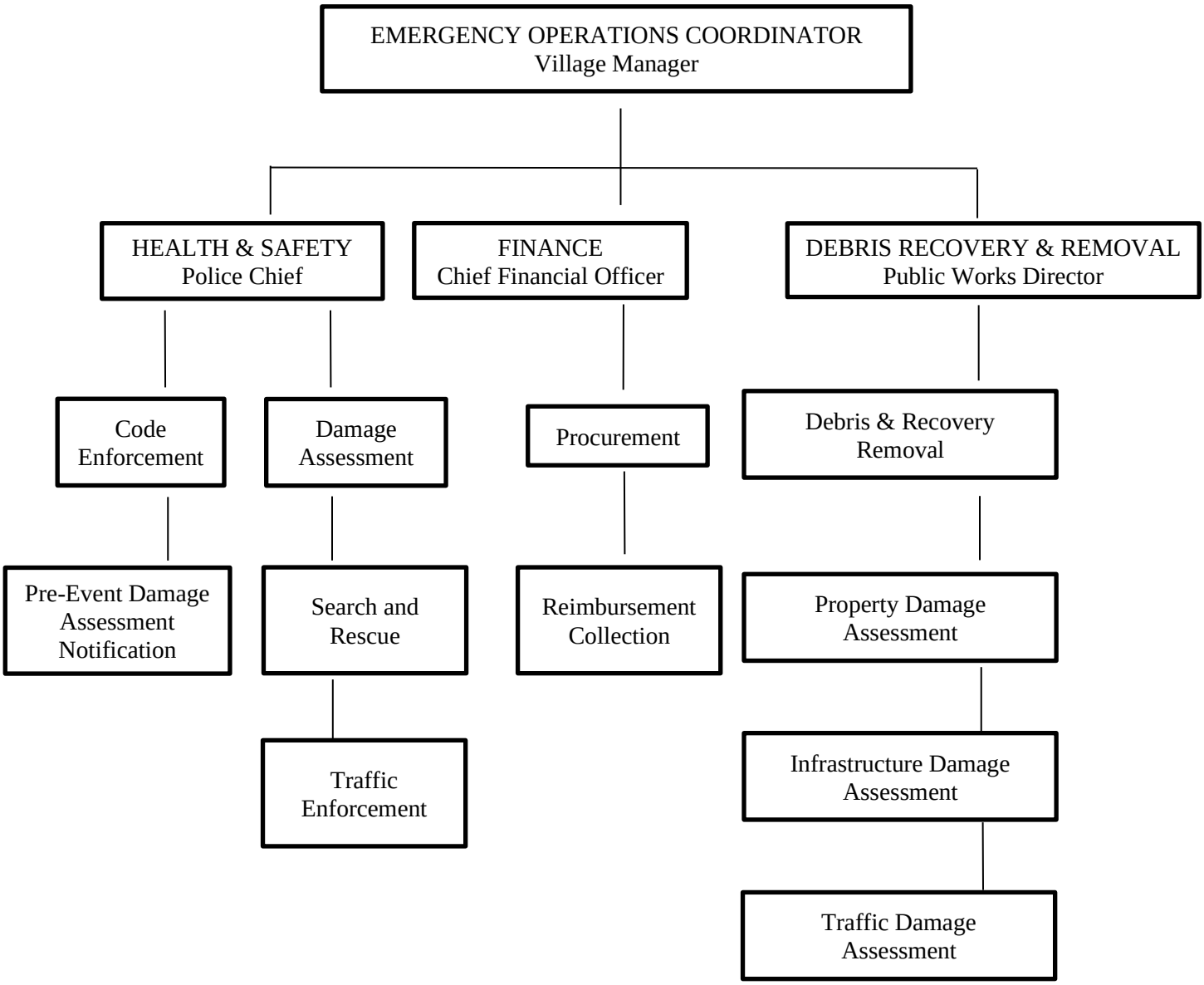
III. CONCEPT OF OPERATIONS

A. Organization

North Bay Village operates under a commission-manager form of government. Policy making and legislative authority are vested in the Village Commission, which consists of a mayor and four council members. The Village Commission is responsible for determining policy, passing ordinances, adopting the annual budget, appointing committees, and hiring the Village Manager, Village Clerk and Village Attorney. The Village Manager is the Chief Executive Officer for the Village and is charged with carrying out the policies of the Village Commission and managing day-to-day operations. The day to day management structure and line of authority North Bay Village is illustrated by the following organizational chart. Included are organizational charts that are guides to use during a disaster or response phase as well during recovery operations. Command structures follow the National Incident Management System (NIMS). During disaster situations, North Bay Village will coordinate emergency management activities locally or if needed with the Miami-Dade County EOC

EMERGENCY OPERATIONS ORGANIZATIONAL

CHART



1. Levels of Activation/Assistance

a. North Bay Village does not utilize a full time EOC or emergency management staff, but will staff a localized command post for minor disasters at or near the site as directed by the North Miami Beach Divisional EOC.

b. Under Florida Statutes Chapter 252, each county is to operate an emergency management agency for the purpose of coordinating disaster relief. There are three levels of activation by the County and State

Emergency Management agencies, depending on the situation.

Level 1 - Full Scale Activation -In a full scale activation, all primary and support agencies under the plan are notified. The Emergency Operations Center will be staffed by Emergency Management personnel and all emergency support functions.

Level 2 - Partial Activation - This is limited agency activation. All primary, or lead, Emergency support functions are notified.

Level 3 - Monitoring Activation - Level 3 is typically a "monitoring" phase. Notification will be made to those agencies and Emergency Support Functions who would need to take action as part of their everyday responsibilities.

a. Upon exhausting resources at the County level, requests will be made to the Florida Division of Emergency Management (DEM) through the County.

b. The State Emergency Operations Center (SEOC) will be activated and staffed by emergency response teams to support local operations. The state has a 24 hour State Warning Point with a single point to disseminate information. The Governor may declare a state of disaster and direct state resources to the area.

c. When local and state resources are determined to be inadequate, the Governor will request assistance from the Federal Government. When the President of the United States declares an emergency or disaster, the Federal Response is activated enabling FEMA to coordinate the efforts of 27 Federal agencies to assist State and local governments.

2. Emergency Support Functions at the EOC

Functional groupings called (ESFs) are frequently used at Emergency Operations Centers at the County and State level and in conjunction with an ICS management structure meeting NIMS requirement. Support efforts/equipment/supplies needed outside the realm of local government will be requested to the State EOC.

B. Responsibilities

I. The Village Manager is the Emergency Management Coordinator for the Village and is responsible for preparedness activities, establishing the local command center and assisting with directing emergency operations during a disaster, coordinating information with the Miami-Dade County EOC, and assisting with recovery and mitigation activities. Department Directors and critical staff are responsible for preparedness activities and

in providing support activities during response and recovery operations, as well as mitigation activities.

2. The Village Manager is the Executive Officer for North Bay Village with responsibility over all operations during the preparedness, response, recovery and mitigation periods. While dependent on state laws, the Village Manager has the ability to establish curfews, direct evacuations, and coordinate with the local health authority to order a quarantine if needed. In addition to providing leadership and setting objectives, the Village Manager provides a key role in communicating to the public and helping the public cope with the consequences of a disaster.

3. During emergency operations, a Unified Command will be established to direct operations with the division/department director responsible for the key operations taking the lead role.

4. The Chief of Police will serve as the liaison with the Miami-Dade County Executive Group as a member of the Security Emergency Preparedness Planning Council (SEPPC) and representative for the Village. The North Bay Village Manager may declare a local disaster. Village Commission members will be kept informed of events and are included in the policy making group.

5. The Mayor of Miami-Dade County is the director of the Executive/Policy Group of the Miami-Dade Operations Center and has the authority to establish policies that direct County EOC operations. Operations will be coordinated with the State EOC. Upon the declaration of a state of disaster by the Executive Officer (Mayor of Miami-Dade County, the Miami-Dade EOC becomes fully operational and activates the Miami-Dade County Disaster Emergency Plan.

6. When resources are exhausted at a county level, requests will be made to the State Division of Emergency Management (DEM). Based on evaluated damage and resources, the Governor may declare a state of emergency, directing state resources. When local and state resources are exhausted, the Governor may request assistance through FEMA requiring a Presidential declaration.

C. Preparedness Activities

Preparedness is any action taken in advance of an emergency to develop, support, and enhance the operational capabilities and to facilitate an effective and efficient response and recovery to an emergency situation. Community hazards and needs should be identified and addressed prior to an emergency. Preparedness includes plans, preparations, and training of personnel and citizens prior to an event in an effort to save lives and property.

1. **General**

   a. The Village Manager will assist in coordinating overall preparedness plans for the Village.

   b. The Chief of Police is responsible for the development and maintenance of the MCEMP (Municipal Comprehensive Emergency Management Plan).

   c. The Village Clerk and Finance departments are responsible for preservation of records/documents for the continuation of government functions in the event of a disaster.

   d. The Finance department is responsible for maintaining supplies in readiness and facility readiness.

   e. Each department director is responsible for preparedness activities for his/her department.

   f. Persons with special needs during a disaster should be registered with Miami- Dade County EOC.

2. **Public Awareness**

Public and employee education regarding disasters is disseminated in a variety of methods. These include but are not limited to the following:

   a. Brochures related to hurricane planning and preparedness.

   b. Information placed on the Miami-Dade County website.

   c. Information given out through promotions and programs offered by Village Departments.

   d. Information offered through Miami-Dade County Emergency Preparedness Division such as Evacuation Routes, Disaster Preparedness Guide, Re- Entry Program and others.

   e. Information during a disaster such as evacuation routes, time frames, shelters, Disaster Recovery services, FEMA assistance, etc., is communicated by Miami-Dade County Emergency Operations Center through the news media.

   f. E-mail through the Village's listserv.

   g. Telephone messages through the 9-1-1 Dispatch Center, via a messaging service such as Everbridge.

h. Information will be disseminated to the public prior to and during recovery phases of a disaster through a published Village phone number.

i. Village social media channels on platforms like Facebook, Instagram, and Twitter.

3. **Training**

A variety of training is available and completed annually to assist personnel in the event of a disaster.

- Annual hurricane exercise.
- WMD/ICS multi department exercise.
- Annual employee training on hurricane preparedness.
- Departmental Review of Emergency Operations Plan.
- Annual Haz-Com training.
- Individual FEMA training by departments.
- Seminars and on-line FEMA courses on hurricane preparedness, debris management, recovery operations, WMD, Incident Command, and Haz-Mat.
- NIMS training for emergency response and management personnel

D. Activation/Authorization

This MCEMP should be initiated during situations that require a response beyond the scope of normal emergency operations. Consider this plan to be in effect based on the following:

1. On the order of the North Bay Village Manager, provided the existence or threat of a local emergency is proclaimed in accordance with the Village Charter.

2. When the County Executive (Mayor) has proclaimed a state of emergency in Miami-Dade County.

3. At the direction of the Village Manager or their representative in response to a major emergency.

4. When the Governor has proclaimed a state of emergency in an area that Includes Miami-Dade County.

5. By a Presidential declaration of a national disaster or emergency.

6. Automatically on the proclamation of a state of war, the receipt of an attack warning or the observation of a nuclear detonation.

7. Portions of this plan may be activated on a smaller scale, at the direction of the Incident Commander, for an emergency involving multiple departments or agencies.

8. Emergency Proclamations:

   - **Village State of Emergency** - The Manager may proclaim a local state of emergency in North Bay Village. A local emergency is proclaimed when a disaster or possible disaster threatens people and property in North Bay Village. A Command Post (CP) or local Emergency Operations Center (EOC) will be activated whenever a local emergency is proclaimed. The proclamation of a local emergency provides legal authority to:

     I. Request, if needed, that the County Executive (Mayor) declare a state of emergency.

2. Issue orders and regulations to protect life and property, including curfew orders.

3. Request mutual aid from other cities and the county.

4. Require the emergency services of any local official or Village worker.

5. Requisition necessary personnel and materials from Village Departments.

6. Obtain vital supplies and equipment and, if required immediately, to commandeer the same for public use.

7. Impose penalties for violations of lawful orders.

County State of Emergency

The Mayor of Miami-Dade County, as County Executive, may proclaim a state of emergency when disaster conditions occur that impacts the entire county. A county state of emergency may also be declared at the request of a Village in the county. The County Executive (Mayor) must declare a state of emergency and activate the EOC in order to request assistance from the Governor.

Florida State of Emergency

At the request of a County Executive, the Governor may declare a state of emergency. The Governor may also declare a state of emergency when local

authorities are not able to cope with a disaster. Whenever the Governor

declares a state of emergency:

I. Mutual aid may be provided by jurisdictions throughout the state.

2. The Governor can exercise all vested police powers in the disaster area and issue/enforce orders as necessary.

3. The Governor may suspend certain state regulations.

E. Incident Management System (NIMS)

No single agency can handle every emergency or disaster alone. As a result of the Homeland Security Presidential Directive-5, the National Incident Management System (NIMS) was developed to provide a comprehensive all risk national approach to incident management that is applicable to all jurisdictions and crosses functional disciplines regardless of the cause, size or complexity. The ICS system used on a local level must have the ability to expand its structure and organization to incorporate assistance and resources at the local, county, state, and federal level. The flexibility applies to all phases of incident management including preparedness, response, recovery and mitigation. NIMS incident management structure is based on the Incident Command System (ICS), which defines the operating structure and management components throughout an incident, the Multi-agency Coordinating System, which includes the management components and organizational structure of supporting entities, and the Public Information System, which includes the process and systems for communication of information to the public.

I. **Incident Command System (ICS)** - ICS is a combination of facilities, equipment, personnel, procedures, and communications operating within a common organized structure for incident management. The ICS system is used to organize field level operations for a broad spectrum of emergencies for small to complex situations and both natural and manmade disasters. The ICS system has a number of components working together that interactively provide the basis for effective operations, which include:

- Common Terminology
- Modular Organization
- Management by Objectives
- Reliance on an Incident Action Plan
- Manageable span of control (5-7 units)
- Pre-designated Incident Mobilization Center Locations and Facilities
- Comprehensive Resource Management
- Integrated Communications
- Establishment and transfer of Command
- Chain of Command and Unity of Command
- Unified Command

- Accountability of Resources and Personnel
- Deployment
- Infonnation and Intelligence Management

2. ICS Command

Single Command- Within a jurisdiction where an incident occurs, where there is no overlap of authority, a single incident commander will manage the incident.

Unified Command- Within a single or multiple jurisdictions, where multiple departments/agencies have major responsibility, management of the incident is shared between departments/agencies. In these situations, the department/agency with the most responsibility takes the lead with the other department/agencies assuming a support role or function.

Area Command- Established to oversee the management of multiple incidents that are being managed by an JCS organization or of large incidents that cross jurisdictional boundaries.

Complex- Established during a major incident which crosses jurisdictional lines or agencies to coordinate activities within an Area Command.

Multiagency Coordination System- These include Emergency Operations Centers and assist in coordinating resources, infonnation, policy issues, and strategic coordination.

3. **"Span of Control"-** Span of Control is the number of units one supervisor can manage. The normal span of control is 3-7 units. If the span of control gets too large, this is the reason to expand the JCS system and add another level. An JCS system nonnally begins small and grows as an incident escalates, except where a large scale emergency develops rapidly.

4. General ICS Structure

a. The ICS system has five functional areas; Command (either a single Incident Commander (IC) or a Unified Commander (UC)) and the General Staff; Operations, Logistics, Planning, and Finance/Administration. Large scale incidents usually require that general staff functions are staffed. Each section has the ability to expand to meet the demands of the situation.

Command - The Incident Commander (IC) or Unified Commander (UC) is the individual or joint individuals responsible

for the overall incident. Command must be staffed on all incidents. The IC/UC is responsible for all on scene management. If functions are not staffed, the IC is responsible for that responsibility or function. The IC is responsible for developing an action plan reflecting the objectives and strategies, which may need changes as the

incident progresses. For small incidents, the plan need not be written. Large scale incidents need a written plan reflecting the policy and needs of all agencies. The IC will base the decision to expand or contract the ICS organization based on three incident priorities:

1. Life Safety- The first priority of the IC/UC is the safety of the emergency workers and the public.

2. Incident stability- The IC/UC is responsible for determining strategy that will minimize the effect the incident has on the surroundings and to maximize the response effort while using resources effectively.

3. Property conservation- The IC/UC is responsible for minimizing the damage to property while achieving the incident objectives.

Operations - The operations section, when staffed, is responsible for managing the tactical operations which include all activities toward reducing the immediate hazard, establishing control, and restoring normal operations. Agencies or departments within this section may include Law Enforcement, Fire Department, and Public Works, Electric, Human Services, or functional areas such as Hazardous Materials, EMS, Fire, Rescue, etc.

Planning - The planning section, when staffed, is responsible for collecting, evaluating, and disseminating information about the incident and assisting the IC/UC in developing the incident action plan. It is also used to forecast needs for personnel and equipment needs.

Logistics - Logistics, when staffed, is responsible for providing all support to the incident which may include food, facilities, transportation, supplies, equipment, maintenance, fuel, etc.

Finance/Administration - The Finance/Administration section is staffed when needed and is responsible for cost analysis and other financial responsibilities. Restoring the IT system is under Finance.

Information/Intelligence - If staffed provides analysis and sharing of information and intelligence during an incident. Information may involve national security or may include operational information such as risk assessment.

Command Staff - The Command Staff is composed of the IC and their immediate staff, which may include an Information Officer, Safety Officer, and Liaison Officer. If the positions are not staffed they are the responsibility of the IC.

Tactical Operations - Incident operations can be managed in a variety of ways such as geographically (divisions) or functionally (groups) depending on the size and type of incident, agencies involved, objectives, and strategies. The organization will be built with additional levels added as the span of control is exceeded. Functional areas may include Fire, Rescue, Law Enforcement, Public Works, Utilities, EMS, etc. Tasks may be done by single assigned persons or multiple units.

Other Functions - Other functional areas such as communication, resource management (staging) etc. may be assigned by the IC/UC to manage functional areas of responsibilities.

F. Response

Response is any action taken immediately before, during, or after an emergency to reduce casualties, save lives, minimize damage to property, and enhance the effectiveness and speed of recovery. The response phase includes conducting emergency operations by taking action to reduce the hazard to acceptable levels (or eliminate it entirely), and to coordinate resources in managing the emergency.

The Village utilizes the National Incident Management System (NIMS) and Incident Command System (ICS) to coordinate its response operations to emergencies and disasters. All responses are managed at the lowest level possible and expanded as necessary to involve the appropriate Village departments/divisions. Each incident is unique but can be managed and coordinated with the principles of ICS.

A. Levels and Severity of Disaster

a. Levels of Disaster

i. Emergency - Defined in Village Code Section 54-1. Requires response beyond normal operations. An emergency is a condition which threatens or adversely affects the public health, safety, general welfare, or security and which is or threatens to be beyond the control of those public and private agencies normally responsible for the management of such a condition.

ii. Minor Disaster - Defined in Florida Statutes 252.34. Can be managed with local resources. A minor disaster is any disaster that is likely to be within the response capabilities of local government and results in only minimal need for state or federal assistance. The initial response will be from emergency personnel dispatched by normal procedures.

iii. Major Disaster - Defined in Florida Statutes 252.34. Requires county, state, and potentially federal assistance. A major disaster is any disaster that will likely exceed Village capabilities and require a broad range of county, state, and federal assistance. It is anticipated that a full activation of the EOC will be required to coordinate the Village's response.

iv. Catastrophic Disaster - Requires massive state and federal assistance, including immediate military involvement. Federal assistance will involve response as well as recovery needs. A catastrophic disaster results in severe and widespread damages of such a magnitude as to result in the requirement for significant resources from outside the affected area to provide the necessary response.

b. Severity of Disaster

i. Negligible - Minor injuries, no deaths. Shutdown of critical facilities for less than 1 day. Less than 10% property damage. No effect on economy. No effect on ecological system. No effect on response system.

ii. Limited - Minor injuries, no deaths. Shutdown of critical facilities for 1-3 days. 10-25% property damage. Temporary effect on economy. Temporary/minimal effects on ecological systems. No effect on response system.

iii. Critical - Less than 10 deaths/injuries. Shutdown of critical facilities for 7-30 days. 25-50% property damage. Short-term effect on economy. Short-term effects on ecological systems. Temporarily (24-48 hours) overwhelms response resources.

iv. Catastrophic - More than 10 deaths/injuries. Shutdown of critical facilities for 30+ days. More than 50% property damage. Severe long-term effects on economy. Severe effects on ecological systems. Overwhelms local and state response resources.

B. Declaration of a State of Emergency

The Village Manager has sole authority to declare a State of Emergency for the Village per Village Code Section 54-5. A State of Emergency provides legal authority to request assistance, issue emergency orders, and take other expedited actions.

A State of Emergency is proclaimed when a disaster or possible disaster threatens people and property in the Village. Upon declaration, the Emergency Management Division assumes operational control over emergency management functions.

The declaration will be confirmed by the Village Commission at the next regular meeting. The declaration discloses the reasons for actions taken and other pertinent data relating to the emergency requiring the declaration.

The Village will notify the public of the State of Emergency through local media and social media. The declaration remains in effect until terminated by the Village Manager or Village Commission.

C. Alert and Notification

- **a.** The Village receives emergency alerts from the Miami-Dade County via the City of North Miami Beach EOC, which serves as the County Warning Point.
- **b.** Upon notification, the Village Manager will be notified by the Emergency Management Division. The Manager then notifies department heads.
- **c.** Department heads notify personnel using email, phone calls, or radio communications.
- **d.** The Public Information Officer shares emergency information with the public using local media broadcasts, Village website and social media accounts, reverse 911 system, and email lists.
- **e.** If possible, special needs populations are directly contacted through door-to-door warnings, foreign language translations, or special communication formats.

D. EOC Activation

- **a.** Level 3 (Monitoring) - Continuation of normal operations with awareness of potential threats.
- **b.** Level 2 (Partial) - Designated EOC staffing from Police, Fire, Emergency Management. Manager's Office represented.
- **c.** Level 1 (Full) - All departments represented in EOC. Village Liaison sent to Miami Divisional EOC. 24-hour operations.
- **d.** An Incident Management Team can be requested to support EOC operations.
- **e.** EOC deactivated when response activities conclude. An after-action review is conducted.

E. EOC Operations

- **a.** The EOC uses an ICS structure with Command, Operations, Planning, Logistics, and Finance/Admin sections.
- **b.** The Command Staff includes the Incident Commander (Village Manager), Public Information Officer, Liaison Officer, and Safety Officer.
- **c.** The Operations Section contains branches for law enforcement, fire/EMS, public works, and other emergency services.
- **d.** The Planning Section collects information, documents the response, and develops Incident Action Plans.

e. The Logistics Section provides resources, IT support, supplies, equipment, food, sheltering, and other services.
f. The Finance/Admin Section handles claims, procurement, payroll, reimbursements, and other fiscal matters.
g. Position checklists and job aids are used to define duties and responsibilities.
h. Resources are assigned to achieve the objectives set by the Incident Commander. The ICS structure expands or contracts based on the scope of the incident.

F. Resource Management

a. The Village leverages its own resources first through mutual aid agreements with surrounding jurisdictions.
b. Additional resources are requested by the Liaison Officer via the North Miami Beach and Miami-Dade EOCs.
c. If county resources are exhausted, the county EOC can request statewide mutual aid through the Florida Division of Emergency Management.
d. The state can request interstate mutual aid via the Emergency Management Assistance Compact (EMAC) once state resources are exhausted.
e. Resources are managed using the NIMS resource typing criteria to maintain situational awareness.
f. Resource requests follow ICS procedures using clear, specific resource ordering and tracking processes.

G. Communications

a. The primary communication system is the 800 MHz police radio network, which interoperates with Miami-Dade County.
b. Backup systems include cellular and satellite phones. Radio caches are available for contingencies.
c. The Village coordinates public information release with the Miami-Dade Joint Information Center when activated.
d. The Emergency Alert System can be activated through the Miami-Dade EOC to broadcast emergency messages.
e. Village resources such as the website, social media, and reverse 911 system are used to share localized emergency notifications.
f. The Village strives to translate messages or use alternative communication methods to reach vulnerable populations.
g. Departmental and EOC communications follow ICS guidelines using common terminology, designated channels, and redundancy.

The response or emergency phase will include activities immediately before, during, and immediately following a disaster. Disaster response should begin as soon as a disaster threatens and should consist of the following areas:

I. Prior to the emergency, preparation for the event will be planned for and actions taken to minimize the event. This will include preparing

all Village buildings, personnel, records, infrastructure, utilities, equipment and apparatus.

2. Alert or communicate the hazard to the general public.

3. Evacuation of the general population or getting people out of danger when required.

4. Establish an incident management system (JCS) and site to manage equipment, resources, and tasks for the event. This will be located at a stationary command post and may include the addition of a complex. The structure of the JCS system will be determined by the size of the disaster.

5. Coordinate with the county EOC or outside agencies for resources.

6. When possible take early measures to ensure facilities, equipment, records are secured and protected.

7. Ensure safety of workers.

8. Mobilizing and positioning equipment and resources.

9. Providing essential services such as fire extinguishment, search and rescue, EMS, security and other law enforcement activities, and other Emergency services.

10. Restoring critical infrastructure such as electricity, water, and sewer.

11. Local responders, government agencies, and private organizations work in a coordinated effort to ensure that actions are taken to protect life and property.

12. Emergency Response

    I. Emergency response will usually include Police/Law Enforcement, Fire/Rescue, EMS, but may include Public Works, other Village staff members or outside resources such as the American Red Cross, Salvation Army, National Guard, U.S. Coast Guard and others.

    2. Generally, emergency response will progress from local, county, state, and federal involvement, based on the severity, scope, and resources available.

    3. The County, State, and the Federal government are prepared to

supplement the efforts of the Village when it becomes evident that local resources are unable to cope with the effects of a disaster.

4. During emergency operations, local resources will first be utilized using mutual aid agreements. Additional requests for resources will be made through Miami-Dade EOC to the State EOC.

5. Additional Fire/Rescue, EMS, and communication resources are available through the SERP (State Emergency Response Plan).

II. Communication Operations

Communications is critical in order to adequately manage an emergency or disaster. This involves emergency crews, local EOC, mutual aid units, as well as relaying information to the public. In many cases during a disaster normal communication avenues fail early. North Bay Village Police Department may use cellular phones and walkie-talkie radio systems as a primary means of radio communications in the event of communication failure.

North Bay Village will coordinate with the Miami-Dade EOC for news briefs and public information announcements. During pre/post disaster conditions, North Bay Village will post a telephone number for residents to call for local information. For

additional information related to North Bay Village communication system and disaster communications activities during a disaster see **Annex** I **Communications.**

G. Mutual Aid Agreements

The State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to develop and enter into mutual aid agreements for emergency aid and assistance. The Chief of Emergency Preparedness Division at the State EOC acts as the contact and coordination point for all statewide mutual aid assistance with all requests made through that office. The Emergency Management Coordinator for North Bay Village (Village Manager) will coordinate with Miami-Dade EOC for assistance from outside the immediate area and additional resources or supplies. State agencies will provide resources to local governments through the statewide Mutual Agreement.

H. The North Bay Village Police Department has Mutual Aid Agreements with the following jurisdictions that may be used, if available.

- Miami-Dade County Police Department
- North Miami Police Department
- North Miami Beach Police Department

- Miami Shores Police Department
- El Portal Police Department
- City of Miami Police Department
- City of Miami Beach Police Department

2. The Florida Police Chiefs' Association (FPCA) has developed a Statewide Emergency Response Plan (SERP) which divides the state into **8** regional response areas to provide for systematic mobilization, deployment, organization, and management of emergency resources (Fire, EMS, Hazmat, etc.). The program will be coordinated through the State Emergency Operations Center (SEOC) and State Fire Marshals Office (SFMO), ESF 4 and 9.

As an incorporated municipality, North Bay Village's role under mutual aid is typically as a requesting party, but we can serve as an assisting party if we have resources to lend to other jurisdictions through aid agreements.

If North Bay Village provides aid to another jurisdiction, our Finance Department would document costs to be reimbursed including:

- Personnel time - Hours worked using labor rates and benefits for responding staff from our departments.
- Owned equipment - Usage hours for apparatus and equipment multiplied by established FEMA rental rates.
- Materials/supplies - Itemized cost listing for materials and supplies furnished.
- Contracted services - Invoices for vendors like heavy equipment or specialized technicians.
- Administration - 5% of total costs eligible for management and coordination.

This documentation must tie back to the original mutual aid request, including the scope requested and resources provided. Detailed records substantiate our eligible expenses for reimbursement from the aided jurisdiction based on the terms of our mutual aid agreement. Our Finance Department has trained staff well-versed in this documentation process

I. Memorandums of Understanding (MOU)/Contracts

North Bay Village has debris removal contracts in place, for disaster recovery services including debris removal which includes liquid and solid debris.

IV. RECOVERY

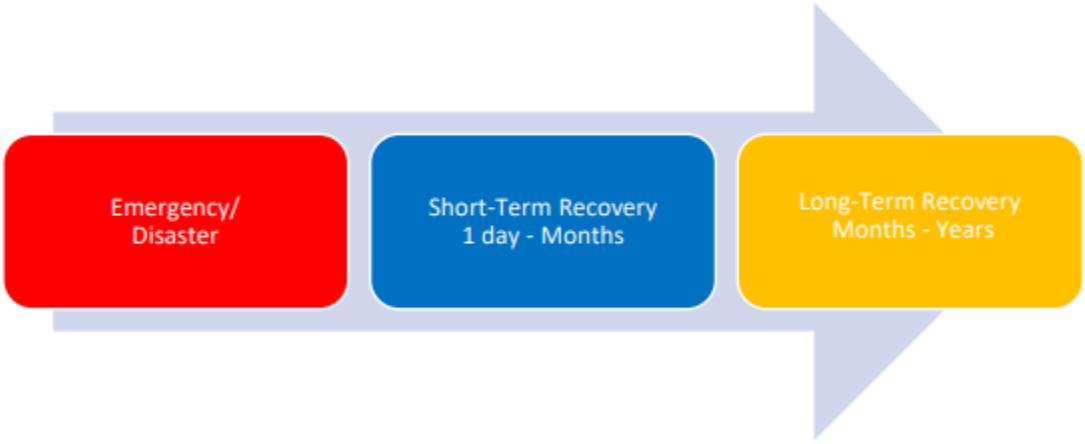
A. Introduction

Once the principal threat from a disaster has passed and the primary concern of protecting citizens from harm has been addressed, it is critical to ensure the

speedy yet orderly recovery of the community. There is not a clear cut transition from the Response or Emergency Phase to the Recovery Phase. The Recovery Phase is a transition from the command and control, coordination, and resources phase to a more deliberative process of service delivery.
Recovery activities aim to return the Village to pre-disaster functioning or improved post-disaster operations. Recovery is a process that includes assessment, planning, reconstruction, and implementation of initiatives to rebuild and revitalize the community. The Village Manager or their designee will be responsible for coordinating recovery activities.

A. Stages of Recovery

Recovery is broken down into two major stages: Short-Term Recovery and Long-Term Recovery, shown below.



a. Short-Term Recovery:

Short-term recovery addresses immediate life safety issues and the restoration of basic infrastructure. Activities:

- **i.** Initial damage assessments: Gather preliminary damage reports to determine the scope of impacts.
- **ii.** Debris removal: Clear roads and public right-of-ways to enable emergency access and assess damages.
- **iii.** Restoration of essential utilities: Prioritize the repair of critical infrastructure like power, water, sewer.
- **iv.** Re-establishment of Village government services: Activate Continuity of Operations Plans (COOP) to restore government operations.
- **v.** Coordination of assistance programs: Work with nonprofits and higher levels of government to provide emergency food, shelter, supplies.
- **vi.** Public awareness messaging: Provide situational updates, assistance information, and health and safety guidance.

b. Long-Term Recovery:

Long-term recovery focuses on rebuilding and revitalization. Activities may continue for months or years:

- **i.** Detailed damage assessments: Quantify impacts and document losses using established procedures.
- **ii.** Debris and waste management: Remove, process, recycle debris from public and private property.
- **iii.** Utility and infrastructure reconstruction: Develop and implement permanent repair projects for infrastructure.
- **iv.** Restoration of government facilities: Repair or replace damaged government buildings and assets based on priorities.
- **v.** Debris and waste management
- **vi.** Utility and infrastructure reconstruction
- **vii.** Restoration of government facilities
- **viii.** Economic impact studies
- **ix.** Comprehensive redevelopment planning
- **x.** Hazard mitigation project implementation
- **xi.** Community planning and capacity building
- **xii.** Grant management and administration

B. Organization

The Village uses an ICS structure for recovery with Command, Operations, Planning, Logistics, and Finance/Administration sections. Key roles:

- **a.** Recovery Branch Manager: Coordinates Village recovery operations and liaises with other agencies.
- **b.** Infrastructure Branch: Repairs utilities, public facilities, and transportation networks.
- **c.** Community Services Branch: Addresses housing, human services, health needs.
- **d.** Planning Section: Develops Recovery Action Plans and tracks recovery progress.
- **e.** Finance/Admin Section: Manages documentation, procurement, grants, payroll.

C. Pre-Disaster Recovery Planning

To facilitate an effective recovery, the Village will take the following actions pre-disaster:

- **a.** Analyze potential post-disaster impacts using hazard analysis data.
- **b.** Develop Continuity of Operations Plans (COOP) for government services.
- **c.** Maintain debris management and donation management plans.
- **d.** Identify staging areas for incoming resources and volunteers.
- **e.** Conduct training on damage assessment processes and documentation requirements.
- **f.** Review recovery roles and capabilities across Village departments.

D. Post-Disaster Recovery Operations

Following a disaster, the Village will execute the following actions to achieve recovery:

- **a.** Activate the Village EOC and establish an ICS structure for recovery.

b. Appoint a Local Disaster Recovery Manager to coordinate efforts.
c. Conduct debris removal and road clearance for access and damage assessments.
d. Implement Continuity of Operations Plans to restore government services.
e. Coordinate detailed damage assessments and develop disaster summaries.
f. Identify community needs and establish assistance programs and facilities.
g. Request external recovery support through the Miami-Dade Office of Emergency Management.
h. Develop and implement an action plan for long-term redevelopment.
i. Integrate mitigation strategies into recovery projects to increase resilience.
j. Administer public assistance grant funding for emergency response, debris operations, and permanent repairs.
k. Conduct community planning and capacity building to update plans, policies, procedures.
l. Document lessons learned and necessary improvements in after action reports.
m. Provide progress updates and celebrate key milestones to maintain public awareness and engagement.

B. Responsibilities

The North Bay Village Police Department will be the lead agency in the early stages of recovery operations for the Village. The Police Department will coordinate recovery activities with the Miami-Dade County EOC, the Florida Division of Emergency Management, and FEMA for assistance. As soon as possible, efforts should be made to bring together federal, state, county and local government officials, and the American Red Cross and Salvation Army to coordinate assistance and support work.

Support roles will be provided by Public Works for debris operations and infrastructure repairs, building for inspections and permitting, Finance for documentation and grants management, and our Village Clerk for recordkeeping. External partners like Miami-Dade County OEM, FEMA, and nonprofits will also assist.

The Police Department's recovery duties involve developing action plans, monitoring progress, resource management, public communications, and liaising with other agencies. Public Works will focus on clearing debris and rebuilding damaged infrastructure. Public Work and Code Enforcement will handle damage assessments and code enforcement. Finance will document costs and manage state/federal reimbursement processes. The Village Clerk will restore impacted records and services. External partners provide technical expertise, program delivery, and funding.

Our Police Chief will designate a liaison to coordinate with the Miami-

Dade Emergency Operations Center, FEMA Joint Field Office, and other recovery staff from the state. Information sharing, resource requests, and reporting will flow through this liaison. They will also coordinate Village recovery efforts with Miami-Dade County to ensure alignment. This involves collaborating on damage assessments, debris removal, rebuilding efforts, assistance programs, and reporting. Resource requests and situation updates will be communicated through the liaison to facilitate collaboration.

I. The Village Manager and IC will be responsible for coordinating all North Bay Village recovery activities.

2. The Police Department will coordinate with Miami-Dade County Fire/Rescue for coordinating Fire/Rescue activities with other outside agencies and in restoring fire/rescue operations.

3. The Police Department is responsible for maintaining security and in restoring law enforcement operations during recovery activities.

4. Public works will be responsible for debris management and infrastructure repair such as water and sewer.

5. Public works will be responsible for infrastructure repair of electric services.

6. The Police Department along with the Code Enforcement Director will be responsible for damage assessment and code enforcement issues as well as coordinating post-disaster mitigation activities (LMS).

7. The Finance Department will be responsible for documentation, financial responsibilities, and coordinating all FEMA Public Assistance grants and reimbursements.

8. Public works will be responsible for maintenance and repairs of North Bay Village Park facilities.

For undeclared disasters, we will follow similar response and continuity of operations protocols. However, without access to public assistance, recovery may be limited based on Village budget availability, insurance coverage, and any state or nonprofit resources that can be acquired.

C. Recovery Functions

Recovery functions include short term operations such as clearing roads, damage assessment, debris removal, infrastructure repair, as well as short term disaster assistance to government, businesses, and citizens, from the County, State, and Federal Government. Once the early stage of recovery has brought the community back to a safe and operational level

of functioning, long term recovery can begin.

Long term recovery may take several months or as long as several years because it is not only revitalizing homes, but also businesses, public infrastructure, and the community's economy and quality of life. Long term assistance would include assistance in rebuilding facilities. Assistance from FEMA may be available in the form of grants and government loans for public and individual assistance.

1. **Documentation/Reports**

   a. Good documentation must be kept by all departments to adequately provide/document the necessary preventative measures taken, resources and equipment used during/after an event, and damage assessment/recovery information, the information will be compiled and used to inform the North Bay Village officials, Miami-Dade County EOC, the State of Florida, FEMA, and the local media of the services provided, the cost incurred by the Village in providing services, and recovery needed from a declared disaster.

   b. Good documentation and assessment will assist in streamlining the recovery process and increase the potential for FEMA reimbursements. FEMA will use Preliminary Damage Assessments (PDAs) to verify if a disaster exceeds the response capabilities of the State and local governments and if supplemental Federal assistance is needed.

   c. The Village will be zoned into areas and outlined on a map that will be useful for search/rescue, debris management, and damage assessment/inspections during the initial Recovery Phase.

2. **Preliminary Damage Assessment (PDA)** - Is a joint venture to document the impact and magnitude of the disaster on individuals, families, businesses, and public property. A summary report of damages to all public facilities and property, an individual summary of all damaged residential property and a report of all damaged business will be developed as soon after the disaster as possible and forwarded to the Chief Financial Officer and the Village Manager.

3. **Request for Initial Damage Assessment for Public Assistance** - An initial assessment report will be requested by Miami-Dade County and the State within several days after a disaster in order to estimate the Village/county cost that resulted from the preparation, overtime and additional equipment required, damages, and estimated cost during the recovery phase after a disaster. It is used to determine if there is enough damage in the Village/county to be a declared disaster area. Each department will submit information related to the impact from the storm on their department as soon as possible to the Finance Director and the

Village Manager to aid in completing the Initial Damage Assessment-Request for Public Assistance. Information required on the form includes:

- Category A (debris removal).
- Category B (protective measures including overtime costs).
- Category C (damage to roads, signs, and bridges).
- Category D (water control).
- Category E (building and equipment).
- Category F (public utilities).
- Category G (parks and recreation).

Other information related to population, village budget information, assessment team members, and incident periods. In addition, village insurance information is required to determine the impact to the Village's budget. (See Damage Assessment: Public Assistance below).

4. **Request for Public Assistance (RFA) Form** - A RFA form will be completed by the Finance Director and sent to the State Division of Emergency Management (DEM) if a disaster declaration has been declared or the potential exists and public assistance for North Bay Village is requested. Reimbursement funding comes from FEMA through the DEM once approved.

5. **Project Worksheets** - As a result of a declared disaster, preparation of project worksheets for the disaster will be supervised by the Finance Director with assistance from department directors and the designated FEMA Public Assistance Coordinator.

   a. The Finance Director will develop project worksheets from cost associated with debris removal, emergency protective measures taken (overtime, equipment, preventive measures, rental equipment, etc.), and permanent work repairs needed such as roads and bridges, water control, buildings and equipment, utilities, and parks and recreational facilities.

   b. Reimbursable expenditures will usually be Category A & B but may include Category C-G as identified by the disaster declaration. These project worksheets will identify and document expenditures by the Village for potential FEMA Public Assistance Program reimbursements.

D. Damage Assessment Activities

The damage assessment process is essential in determining what happened, what the effects are, which areas were hardest hit, what situations must be given priority and what types of assistance are needed (e.g., local, state, or federal). In the aftermath of a disaster, both public and private non-profit and individual damage assessments must be

performed, because of the corresponding types of

federal/state assistance available. Each type of assessment is designed to quantify the eligible amounts of damages a community incurred.

Damage Assessment Team - A damage assessment team will be assembled by the Village Manager after a disaster to assess the damage to the Village. This assessment will include an initial habitability assessment for homes and an assessment of Village property and facilities, parks and recreation areas, streets, street signs, etc.

a. This assessment will be conducted after the preliminary assessment by rescue crews.

b. For catastrophic damages, a tag system should be used to identify those structures that are habitable (Green), those that need some work but are habitable (Yellow), and those non-habitable (Red).

Reporting - A summarized report of all damages and estimated cost will be forwarded to the Village Manager (Emergency Management Coordinator) and the Finance Director by the Damage Assessment Team. This information will be compiled and forwarded to the County/State to determine if a disaster can be declared and for what categories.

I. **Public Assistance** - Public Assistance may be requested to assist with cost associated with debris removal and emergency protective measures. Public damages can include any damage incurred by a structure or facility which is owned by a public or private nonprofit entity. Departments will use FEMA Public Assistance criteria when providing information to the Finance Department and Village Manager. To be eligible for reimbursement, the damages must fall in one of the following seven basic categories:

- **Category A: Debris Clearance** - Includes all storm induced debris on non-federal public roads, including the right-of-way, non-federal public waterways, other public property, and private property when undertaken by local government forces. Costs should also capture debris removal for Federal Aid roads. Cat A can also cover the cost of demolition of public structures if those structures were made unsafe by the disaster.

- **Category B: Emergency Protective Measures** - Includes the cost of providing appropriate emergency measures designed to protect life, safety, property, and health (i.e., barricades, sand bags, safety personnel).

- **Category C: Road System** - Addresses damages to

nonfederal roads, bridges, streets, culverts, and traffic control devices.

- **Category D: Water Control Facilities** - Includes cost to repair or replace dikes, darns, drainage channels, irrigation works, and levees.

- **Category E: Buildings and Equipment** - Eligible damages include costs to repair public buildings and equipment, supplies/inventories that were damaged and transportation systems such as public transit systems.

- **Category F: Public Utility Systems** - Assistance is available for damaged water systems, landfills, sanitary sewerage systems, storm drainage systems, and light/power facilities.

- **Category G: Other** - Includes park and recreational facilities, or any other public facility damages that does not reasonably fit in one of the previous six categories.

2. **Categories for Individual Assistance** - The purpose of individual damage assessment is to determine the extent and dollar amount to which individuals and private businesses have been impacted by a disaster. Persons needing assistance from FEMA are required to contact FEMA and register for these grant opportunities and other assistance. The two basic categories of eligible individual damage include:

   - **Damage to Homes** - A person whose residence has been damaged due to a disaster may qualify for various forms of disaster assistance. When damage assessors go into the field, they will estimate the degree of damage to the home, evaluate the victim's insurance coverage, estimate the victim's income, and determine the habitability and type of the victim's home.

E **Debris Management**

Debris Management is an important part in the Recovery Phase. Following a major natural disaster, emphasis will focus on rapid removal of debris from public rights-of-way to allow emergency personnel and critical personnel back to the Village. Included also in debris management may be demolition, sand removal, disaster recovery services, reimbursement assistance, etc. While the majority of debris removal may be the result of a hurricane or severe weather, it may also result from man-made disasters. Debris may be localized and may be taken care of by local resources or wide spread and necessitate a debris management contractor. The Public Works Department will be responsible for coordinating debris management.

F. **Disaster Assistance (FEMA)**

The Village Finance Department leads our administration of the FEMA Public Assistance program for infrastructure and emergency work, with support from Public Works, Engineering, Police. Responsibilities include project development, documentation, and grants management from inception through closeout.

Finance will coordinate with applicant briefings, kickoff meetings, and project formulation. Public Works provides infrastructure damage info and repair project management as well as code compliance documentation. Police handles emergency response and protective measures claims. Miami-Dade OEM and FEMA provide technical assistance throughout.

1. **Request for Public Assistance** - As a result of a Presidential declared disaster, FEMA may provide assistance to public entities for damages and costs (Category A-G) associated with a disaster.

    a. After the damage assessment is completed, the report will be forwarded to the Miami-Dade County EOC. A Request for Public Assistance form will be completed by the Chief Financial Officer and Village Manager and sent to the State to be eligible for reimbursement. FEMA will send a Disaster Relief Funding Agreement and assign a number for each declared disaster.

    b. A meeting will be scheduled in Miami-Dade County to discuss the process. A FEMA representative will be assigned and sent to the Village to review damages, documentation, and assist with project worksheets.

    c. FEMA will assist in writing the project worksheets, however having the information and project worksheets already completed may expedite the process.

    d. The Finance Director will send out FEMA forms to all departments requesting information to assist in the documentation/ reimbursement process.

    e. A FEMA coordinator will meet and assist the Village in developing the project worksheets.

2. **Request for Individual Assistance** - As a result of a Presidential declared disaster, FEMA may provide assistance to individual citizens and businesses for hurricane/disaster damages. Citizens must call FEMA to register at 1-800-621-3362. There are a wide variety of assistance programs that are provided for the individual.

a. Low interest loans to individuals and businesses for refinancing, repair, rehabilitation, or replacement of damaged property (real and personal).

b. Individuals unemployed as a result of a major disaster, and not covered by regular state or private unemployment insurance programs, will be eligible for unemployment benefit.

c. Low interest disaster loans are made available to farmers, ranchers and agricultural operators for physical or production losses.

d. Temporary housing or housing assistance may be authorized.

e. Special grants for medical expenses, transportation costs, home repairs, protective measures, and funeral expenses.

f. Disaster recovery centers established for food coupons, legal assistance, and counseling.

The Village Finance Department leads our administration of the FEMA Public Assistance program for infrastructure and emergency work, with support from Public Works, Engineering, Building, and Police. Responsibilities include project development, documentation, and grants management from inception through closeout.

Finance will coordinate with applicant briefings, kickoff meetings, and project formulation. Public Works provides infrastructure damage info and repair project management. Building submits code compliance documentation. Police handles emergency response and protective measures claims. Miami-Dade OEM and FEMA provide technical assistance throughout.

We identify and pre-register potential public assistance applicants including all Village departments, utility authorities, hospitals, schools, and eligible private nonprofits. The contact list is updated annually and shared with the county.

After projects are obligated, Finance will manage grants, tracking expenses, procurement, reimbursement requests, quarterly reporting, and closeouts. Documentation will follow FEMA guidelines.

When warranted, our Police Department will coordinate with the state on establishing a local Disaster Recovery Center to provide survivor assistance and resources. Miami-Dade OEM and other county agencies will support site selection, staffing, and logistics. North Bay Village departments like Public Works can also provide facility and maintenance support if needed.

We will utilize churches, community centers, or government buildings with large parking lots that can accommodate DRC operations. Our Police Chief maintains a list of potential sites meeting federal facility requirements.

Unmet Needs

The Village Manager serves as the lead point of contact for coordinating with the State Community Response Coordinator on disaster recovery issues. The Village Manager's responsibilities include sharing updates on unmet needs, participating in recovery planning efforts, providing localized data on impacts, and helping to promote available disaster assistance programs. Partners who can provide information to support community response include United Way of Miami-Dade, the American Red Cross, churches, schools, housing agencies, mental health services, legal aid, and other nonprofits serving vulnerable populations.
Our Village Manager and/or their designee serves as the point of contact to connect displaced residents to the Unmet Needs disaster recovery committee and other resources. The Village Manager or their designee's role involves public messaging about available assistance programs, intake and referral of residents with identified needs, coordination with case managers, and collecting recovery feedback to identify service gaps. Faith-based groups such as local churches can provide volunteers, donations, and facilities to assist with unmet needs.

Nonprofits may also offer skilled case management. Government agencies like Public Housing Authority may also provide direct housing assistance and social services. Unmet needs are identified through direct resident requests to the Village hotline, active canvassing in damaged neighborhoods by Building and Police personnel, referrals from first responders and disaster case managers, and input from community organizations providing relief."

G. After Action Report

A preliminary "After Action Report" will be completed by the Chief of Police as soon as possible after any major disaster in which multiple departments were involved and forwarded to the Village Manager (Emergency Management Coordinator) in order to brief the Village Commission and provide accurate information to the media. Lessons learned and corrective actions will also be pointed out and addressed by Village staff. Based on the magnitude of the event, a final "After Action Report" may be developed.

- Included in the report will be actions the Village took in preparation, when/if the Village Satellite EOC was set up, the number and types of responses, personnel activated, highlights of each department's activities during the event/disaster and the initial damage report.

- This damage assessment is preliminary at this point, but should give a rough estimate of the amount of damage to the Village. Pictures/addresses of damaged areas will be included in the report.

- Each department should forward the initial information related to their department to the Chief of Police, to be included in the After Action Report.

V. MITIGATION ACTIVITIES

A. Introduction

Mitigation actions serve to reduce or eliminate long-term risk and impacts from future disasters. Mitigation should be integrated across preparedness, response, and recovery activities.

A. Mitigation Policy

It is Village policy to support mitigation initiatives that minimize injury, loss of life, property damage, and impacts to the environment from disasters. Mitigation efforts will be coordinated with the Miami-Dade County Local Mitigation Strategy (LMS). Miami Dade County has a State & FEMA-approved Local Mitigation Strategy, which expires on September 30, 2025.

B. Local Mitigation Strategy

The LMS provides a comprehensive, long-term plan for hazard mitigation across Miami-Dade County. Village departments will support the goals and objectives of the LMS.

C. Mitigation Programs and Responsibilities

a. All Departments

- **i.** Enforce Village building codes, zoning, land use, and other regulations related to mitigation.
- **ii.** Recommend improvements to codes and policies that reduce disaster vulnerability.
- **iii.** Maintain departmental emergency plans, COOP plans, and procedures supporting mitigation.

b. Emergency Management Division

- **i.** Coordinate mitigation training, risk assessments, and public education.
- **ii.** Support the implementation and updates to the Miami-Dade County LMS.
- **iii.** Administer mitigation grant programs when available.

The Village Manager with the Emergency Management Division is responsible for coordinating mitigation activities with the Local Mitigation Strategy Working Group. They will collaborate closely with the Working Group on the development and implementation of mitigation projects, pursue funding opportunities, and provide progress reports on local mitigation initiatives. The Emergency Management Division will coordinate with the Building Official to dispatch damage assessment teams to inspect any structures reported or suspected to be substantially damaged within mapped special flood hazard areas. Findings will be documented and coordinated with property owners and the Floodplain Manager.

D. Environmental Protection

The Village implements policies and regulations to protect natural resources and limit environmental impacts. Key programs include:

a. Wetlands protections and habitat restoration
b. Mangrove preserves and shoreline stabilization.
c. Floodplain management and stormwater regulations
d. Dune restoration and beach renourishment
e. Water conservation and pollution controls

E. Pre-Disaster Hazard Mitigation

To mitigate disaster impacts, the Village takes the following actions:

a. Adopt and enforce advanced building codes and design standards.
b. Participate in the National Flood Insurance Program.
c. Conduct hazard analyses and vulnerability assessments.
d. Develop geographic information systems (GIS) mapping and databases.

F. Post-Disaster Mitigation

Following disasters, the Village has opportunities to rebuild in a more resilient manner. Strategies include:

a. Incorporate mitigation into repair projects to reduce future impacts.
b. Follow Florida Building Codes and modernize damaged structures and infrastructure.
c. Target repetitively damaged properties for buyouts, relocation, or retrofits.
d. Update land use policies, zoning, and development regulations in impacted areas.
e. Pursue mitigation grants through state and federal programs.

G. Mitigation Partners

Key partners for mitigation programs and policy include:

a. Florida Division of Emergency Management
b. Federal Emergency Management Agency
c. U.S. Army Corps of Engineers
d. Natural Resources Conservation Service
e. South Florida Water Management District
f. Florida Department of Environmental Protection
g. Miami-Dade Office of Emergency Management

H. Post-Disaster Mitigation Programs

Following presidentially declared disasters, the Village coordinates with the State Hazard Mitigation Officer and FEMA to enhance mitigation. Activities include:

a. Hazard Mitigation Grant Program (HMGP)
b. Post-disaster mitigation analysis and planning
c. Integration of mitigation into Public Assistance repairs
d. National Flood Insurance Program substantial damage requirements
e. interagency Hazard Mitigation Teams and reports

Mitigation includes those activities, policies, or programs developed and adopted that will reduce, eliminate, or alleviate damage caused by disasters. Proper and coordinated planning is a prerequisite to effective hazard mitigation. The purpose of the mitigation programs is intended to reduce loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster or to prevent future hazards eligible activities for this program may include:

- Property acquisition or relocation.
- Structural and non-structural retrofitting (e.g., elevation, storm shutters and hurricane clips).
- Minor structural hazard control protection (e.g., culverts, floodgates, retention basins).

- Localized flood control projects that are designed to protect critical facilities and are not part of a larger flood control system.
- Protection of utilities.

B. Responsibilities

Mitigation activities will be the responsibility of each department; however activities should be coordinated with the Village Manager's office.

C. Mitigation Programs/Activities

The Federal Government, through FEMA, makes available several types of hazard mitigation grants to help or eliminate risk to people and property from natural hazards and their effects. Hazard mitigation projects may include disaster repairs and updates related to the immediate declared disaster (usually filed under the 406 Public Assistance Program) or long term improvements and mitigation related to the County's Local Mitigation Strategy (filed under 404 HMGP). Miami-Dade County has adopted a LMS strategy that assesses hazards and prioritizes activities, with Emergency Preparedness taking the lead role.

- **406 Hazard Mitigation Grants** are implemented by FEMA through the Public Assistance Program in conjunction with a Public Assistance Work Project and are disaster repairs and upgrades that are above and beyond the work required to return the facility to its pre-disaster design. These are related to a disaster and are not required to be in the Local Mitigation Strategy.

- **404 Hazard Mitigation Grants (HMGP)** are a separate program

operated by FEMA through the State Hazard Mitigation Grant Program. Program funds are capped at a percentage of total disaster funds spent in the State in a given year. In addition, although the applicant submits a Notice of Intent (NOI) to the Florida DCA, project funding comes through the county. Projects submitted on the NOI must also be included in the Miami-Dade County Local Mitigation Strategy (LMS) to be eligible.

- **Pre-Disaster Mitigation (PDM)** is similar to the other mitigation grants although this program's projects compete on a national basis. The PDM program will provide funding for pre-disaster mitigation planning and implementation of cost- effective projects prior to a disaster. It is applied to through Miami-Dade County Emergency Management.

Flood Mitigation Assistance (FMA) is a partnership assistance program to eliminate or reduce the long- term risk of repeatedly flooded structures insured under the National Flood Insurance Program (NFIP). The State coordinating agency is the Florida Division of Emergency Management.

Public Assistance operations and administration

The Finance Department will lead Public Assistance administration efforts with support from department representatives. The Village will follow the following concepts of operation:

- Maintain detailed records of disaster response and recovery expenditures according to FEMA category requirements.
- Work with FEMA Public Assistance staff to develop project worksheets and scope of work.
- Submit required documentation for grants portal access and project funding obligation.
- Assign project managers to oversee completion of Public Assistance projects.
- Monitor project progress and completion. Request time extensions as needed.
- Process project payments through the FEMA grants portal as work is accomplished.
- Participate in reconciliation and closeout of completed projects.
- Ensure proper grant accounting and auditing processes are followed

The following is a list of potential applicants to FEMA's Public Assistance program for North Bay Village:

County agencies:

- Miami-Dade County Public Schools
- Miami-Dade County Health Department

Municipal governments:

- North Bay Village
- City of Miami
- City of Miami Beach

Other governmental entities:

- South Florida Water Management District

Indian tribes:

- Not applicable

Private non-profits:

- Greater Miami Chamber of Commerce
- United Way of Miami-Dade
- American Red Cross of South Florida

This list contains county agencies, municipalities, special districts, and private non-profit organizations located within or serving North Bay Village that may be eligible applicants for FEMA Public Assistance grants if approved for a presidentially declared disaster. The applicant list is maintained by our Finance Department and reviewed annually prior to hurricane season to ensure it remains current.

Keeping Public Aassistance applicant list current

The Village Finance Department will review and update the pre-identified Public Assistance applicant list annually prior to hurricane season. The list will be verified and updated based on latest information on:

- Status of Village departments and facilities
- Inventory of local government and critical infrastructure facilities
- Contact details for applicable private non-profits and other PA eligible entities

The Village will conduct outreach to potential PA applicants annually to confirm information and participation. Any changes to the applicant list will be forwarded to Miami-Dade OEM.

Process for disaster housing mission

If activation of a disaster housing mission is required, the Village and Village Manager will:

- Work with Miami-Dade County and FEMA to assess housing needs for displaced residents.
- Identify potential locations for temporary housing units, considering utility and infrastructure support needed.
- Expedite permitting and inspections for placement of temporary housing.
- Coordinate with commercial manufactured home parks within the Village to utilize empty pads for disaster housing units.
- Establish expedited permitting and inspection procedures for repair and reconstruction of damaged homes.
- Request disaster case management services to assist displaced residents with housing solutions and resource referrals.

Prioritized List of Specific Mitigation Projects

With an unwavering focus on minimizing risks and enhancing resilience, North Bay Village has identified a range of prioritized mitigation projects. These initiatives span from the elevation or acquisition of repetitively flooded homes to the strategic retrofitting of critical facilities. Notably, hurricane shutters are earmarked for installation on Village facilities, while a proactive approach to water and sewer lines susceptible to saltwater intrusion forms a core tenet of our strategy. By cultivating redundancy in critical systems, as witnessed in [list], and conducting flood mitigation efforts at key locations, North Bay Village remains steadfast

in its commitment to safeguarding our community. Furthermore, the acquisition of generators for [list facilities] further cements our resilience against potential adversities.

How Mitigation Projects Will Be Implemented

In a testament to our organizational cohesion and commitment to tangible results, each mitigation project within North Bay Village will be meticulously overseen by The Village Manager. The Village Manager bears the mantle of responsibility for the successful implementation of each project, ensuring the alignment of efforts with overarching goals. Project timeframes, funding sources, and detailed administrative procedures will be scrupulously documented, creating a transparent roadmap for execution. The vigilant monitoring and tracking of mitigation initiatives will be skillfully orchestrated by the Village Manager and the Emergency Management Division, fostering a culture of accountability and responsiveness. To enhance our capacity for effective mitigation, North Bay Village remains resolute in actively pursuing grant opportunities from reputable entities such as FEMA and the state. The seamless integration of approved projects into the Village's budget falls under the purview of the Village Finance Department, reaffirming our commitment to a comprehensive and well-coordinated approach to mitigation efforts.

VI. FINANCIAL MANAGEMENT

A. Introduction

Financial management after a disaster will present a challenge for a local government. Responsibilities will not only include providing the immediate financial support for equipment, supplies, and staffing, prior to and during a disaster, but will also include identifying costs, documentation, and reimbursement activities with the State and Federal Government.

Additional responsibilities also include ensuring that all documentation, records, and information technology (IT) that is needed by North Bay Village has been backed-up and is available for use. A disaster may require that all records, hardware, and information required to run the Village may have to be moved and activities conducted from a remote source for a period of time. The North Bay Village Finance Department is responsible for processing, documenting, and maintaining records of all expenditures related to emergency response and recovery operations. This includes personnel time, equipment usage, and materials.

The Village Manager has authority per Village Code to execute funding agreements and contracts on behalf of North Bay Village government.

B. Responsibilities

1. The Finance Department is responsible for the following activities:

   - Ensure all key information and financial activities are backed up on computer system.

- Ensure that all current financial obligations are met.
- Ensure all supporting financial documentation, vendors, contracts, invoices, and other required information and files are maintained.
- Provide for financial support of Village personnel, equipment, supplies, and material required during disaster activities.
- Provide for financial responsibilities for outside contractors used for activities such as debris removal.
- Provide for the documentation of all costs associated with staffing, equipment, apparatus, and other activities during disaster activities.
- Ensure damage reports and reimbursement requirements are completed and turned into the State and FEMA.
- Ensure annual training/familiarization for employees is conducted related to financial management during a disaster.
- Responsible for the following:
  - Ensuring that all Village files and systems have a backup copy made.
  - Ensure that IT can provide the computer capabilities for the Finance Department to restore the system and provide for the financial responsibilities of the Village.
  - Provide IT support to the command staff during the disaster.
  - Restore the local government IT services.

As an incorporated municipality, North Bay Village manages its own emergency financial matters and budget. We independently apply for and administer state/federal assistance. Financial coordination with Miami-Dade County is limited outside of mutual aid cost recovery procedures and consolidated damage assessment reporting.

Key funding sources include FEMA public assistance grants, FHWA emergency repair funds, state emergency response funds, SBA disaster loans, and the Village's budget reserves. My role is pursuing all eligible funding and managing compliance.

VII. REFERENCES AND AUTHORITIES

A. State of Florida Requirements - Chapter 252, Florida Statutes (State Emergency Management Act) mandates the development of the Florida Comprehensive Emergency Management Plan. Each County is required to establish an Emergency Management Agency for coordinating disaster relief efforts in their county and develop a Comprehensive Emergency Management Plan (CEMP).

The Municipal Comprehensive Emergency Management Plan (MCEMP) developed by North Bay Village should conform to all of the standards and requirements applicable to the Miami-Dade CEMP and the State CEMP Plan.

1. North Bay Village's MCEMP should be reviewed by the Miami-

Dade County Emergency Management Department periodically to determine compliance.

2. The MCEMP must be approved by the governing body.

B. Policies

1. The Municipal Comprehensive Emergency Management Plan (MCEMP) shall include guidance for post-disaster recovery operations and hazard mitigation programs that could eliminate or reduce future loss.

2. The Executive Officer (Village Manager) will oversee recovery operations.

3. Recovery operations may include but are not limited to the issuance of emergency building permits, coordination with State and Federal officials, mitigation options in the replacement of damaged or destroyed public facilities or infrastructure, etc.

4. Immediate repair and clean-up needed to protect the public health and safety shall receive the first priority. These may include repairs to potable water, wastewater, restoration of power/electricity, debris removal, stabilization or removal of structures about to collapse, and other hazards.

5. The Village will participate in and prioritize mitigation efforts using the Miami-Dade County Local Mitigation Strategy (LMS).

6. Structures which suffer damage in excess of 50% of their current assessed value will have to meet all current building and code requirements.

7. Each Village department will have Standard Operating Guidelines or procedures that support the MCEMP.

C. Authorities

The following provide authority for conducting disaster emergency operations:

1. Charter of North Bay Village, Florida Mayor and Village Manager-Duties and Powers.
2. Chapter 252, Florida Statutes, Emergency Management.
3. Federal Civil Defense Act of 1950.
4. Public Law 100-707, "Robert T. Stafford Disaster Relief Act of 1988".
5. Public Law-288, "Disaster Relief Act of 1974".
6. 40 and 49 Code of Federal Regulations (CFR), SARA Title III 29 CFR.

ANNEX I. COMMUNICATIONS

A. Introduction

Effective response to an emergency depends on reliable communications. In an emergency, communication systems may be damaged or overloaded. Having multiple means for communication will help to assure effective response. Emergency communications serve three purposes:

- To direct the response of Village forces.
- To alert and instruct the public.
- To coordinate with the County government.

In a major emergency, it is important to maintain communications between the local *BOC*, the Village Manager, and the State *BOC*. All requests for resources
· outside our local aid agreements should be made through the State *BOC*.

B. Communications Systems

Police Radio System- The North Bay Village Police Department uses the Miami-Dade County Police Radio System that ensures communication interoperability at the County and State level.

Telephone- Regular commercial and cellular telephone services, including fax messages, may be used for emergency communications. If available, Satellite phones may be used during disasters when all other communication services are not available.

Severe Weather- The radio and telephone systems are expected to survive a Category 1 or 2 hurricane with only minor damage. Cell phones are expected to fail early.

C. General Operations

1. Disaster Communications

The Miami-Dade Communications Bureau 9-1-1 Communication Center serves as the twenty-four-hour warning point for the Village's communications.

a. The Chief of Police will monitor hurricane activity and keep Village staff informed.

2. **Departmental Communications** - Each department is to maintain its telephones and communication equipment so as to be ready to respond to an emergency at any time. Department heads are to establish departmental policies regarding emergency and disaster

communications consistent with the MCEMP.

3. **Emergency Contact List** - Each Department head is to maintain an up-to date emergency contact list with the Village Clerk's office. This list is to include the Department Director and Division personnel who are authorized to initiate emergency operations by the department.

4. **Public Warning System** - In general, public warning messages and instructions are to be issued by the County Emergency Operations Center (EOC). This is especially important during hurricane warnings and similar wide area emergencies where control of public messages are required to avoid confusion. During disaster emergencies where the Miami-Dade County EOC is activated, any public messages are to be released through this agency.

5. **Emergency Alert System-** The emergency alert system is a nationwide system used to broadcast warnings, information and instructions to the general public. In Miami-Dade County, the emergency alert system will override the cable television system as well as broadcast on commercial radio stations. Locally, the emergency alert system is activated through the County Emergency Operations Center.

6. **National Oceanographic and Atmospheric Administration (NOAA) Weather Radio-** The local NOAA weather office operates a radio station continuously broadcasting weather information. This radio system has an alert feature for hurricane, tornado and other weather warning information. The local media monitors this system and rebroadcasts weather warnings to the general public.

7. **Press Conferences -** The County Executive, the Governor or other appropriate official may give instructions to the general public and emergency responders by press conferences or press releases broadcasted on commercial radio and television.

8. **Dialogic Reverse 9-1-1 System** - A telephone system utilized by Emergency Communications where residents in a geographical area can be contacted with information.

9. **Neighborhood Warning** - In some emergency situations it may be necessary to conduct a door-to-door notification process. Any Village resources may be utilized for this work.

10. **Cable Emergency Alert System** - Gives the Village the ability to alert residents of emergency messages using Cable TV.

11. **Command Post/EOC Communications**

a. The Village EOC is equipped to operate on the following communications systems:

- Village 800 MHz Radio System.
- Commercial telephone, including fax.
- US Coast Guard (marine channel 16).
- Cellular telephones and Satellite phones.

12. **The North Bay Village Police Department Radio System** - The department operates a base station that is connected to the Miami-Dade County Communications Bureau connected to field radio equipment consisting of mobile radios in all marked vehicles and hand-held radios issued to all sworn personnel. Field/Mobile radios are programmed into "talk groups" with all channels on the radio systems encrypted.

ANNEX II. MASS CARE

A. Introduction

Mass care involves a number of issues and responsibilities that may need to be addressed and implemented prior to, during, and post disaster such as communications, evacuation, sheltering, special needs, food, water, first aid, and welfare information, and other mass care assistance. These may be the result of a natural disaster such as a hurricane, terrorism, hazardous materials crisis, or other large scale event. Disaster assistance is expected to be coordinated through "one stop" disaster applications centers, staffed by representatives of all agencies, both public and private that provided assistance

B. Responsibilities

Responsibilities for mass care are a coordinated effort between local government, County, State, and other Federal agencies such as the American Red Cross. Responsibilities for coordinating mass care during and after a disaster will be the Incident Commander or their assigned command staff.

C. General Operations

1. **Communications**

a. Notification and information concerning a disaster or potential disaster to the public will usually be communicated from the Miami-Dade EOC utilizing the local media, unless the emergency is localized.

b. Village personnel will be notified by the department directors through e- mail or by telephone contact.

c. Persons with special needs are urged to register with Miami-Dade County by accessing the County website https://www.miamidade.gov/ or calling either of the following phone numbers: 311 or 305-513-7700 or TTY/TDD Line 305-468-5402.

2. **Evacuation**

a. **General Population** - North Bay Village is in an evacuation zone. Low lying areas may wish to evacuate early based on wind or flooding expectations. There are no hurricane shelters in the Village. For hurricane projections of marginal impact or landfall, the Village will be evacuated based on predicted damage and life safety issues.

General population evacuation orders and instructions will be issued by the Miami-Dade County Mayor in concert with the Executive Group (SEPPC) and other mayors through the local media.

General evacuation efforts will be coordinated with Miami-Dade EOC. Evacuation orders are mandatory, however people who refuse will not be forced to evacuate. Senior citizens residences and other similar occupancies are to have specific plans in place for evacuation.

All citizens will be instructed to seek shelter inland. If possible seek shelter with friends and family. Shelters will be available staffed by the American Red Cross volunteers. Information concerning the type of shelter (special needs), locations, and instructions will be available from the media, on the internet at the coj.net site, and on electronic bill-boards (if applicable).

b. **Special Needs** - Persons with special needs and or transportation needs should register ahead of time with Miami-Dade County online or by calling 3-1-1. The Emergency & Evacuation Assistance Program (EEAP) provides free evacuation assistance to eligible residents living in Miami-Dade County who need specialized transportation and/or sheltering or who would like to receive a wellness call after a disaster. Prior to an emergency, residents who may require medical monitoring, assistance with daily living or have life-saving medical equipment dependent on electricity should register for the EEAP to ensure is available when needed.

Collaborating seamlessly with Miami-Dade County's Emergency

Operations Center (EOC), North Bay Village actively contributes to assessing the sheltering requirements of our special needs residents, closely coordinated with the Health Department. The Village serves as a conduit for the dissemination of pertinent information about local special needs populations to the County. The strategic selection of [Local school, church, or facility] as a potential special needs shelter underscores our commitment to providing a safe haven during emergencies. In the spirit of preparedness, the Village Logistics branch plays an integral role in bolstering special needs shelter operations, seamlessly integrating supplies, transportation, and staffing to ensure the well-being of our community's most vulnerable members.

c. **Localized Evacuation** - For evacuation due to a localized disaster in the Village; instructions will be given to those persons and families affected and temporary sheltering may be provided by the American Red Cross at local hotels.

3. **Shelters** - If a general population evacuation occurs, the Miami-Dade EOC, Health Department and the American Red Cross will assess/coordinate the sheltering and special needs requirements including staffing, transportation, and sheltering. The bulk of mass care during sheltering and post disaster assistance will come from the American Red Cross and other volunteer organizations. Shelters will be identified by the Miami-Dade EOC prior to the evacuation. Special needs shelters will be opened for those persons with special needs. Long term sheltering needs will require the assistance from a variety of sources including FEMA, but in most cases the majority of people needing long term assistance should seek other means such as their local insurance before seeking Federal assistance.

4. **Distribution Sites** - Points of Distribution (PODS) may be available for the purpose of receiving and distributing bulk emergency relief supplies such as food, water, and tarps within the first 26-96 hours. These will be drive through sites capable of handling a large number of people quickly.

5. **Comfort Stations** - Comfort stations may be established by volunteer organizations several days after an incident to assist citizens with household supplies or other needs.

ANNEX III. DEBRIS MANAGEMENT

A. Introduction

Debris Management is an important part in the Recovery Phase. Following a major natural disaster, emphasis will focus on rapid removal

of debris from public rights-of way to allow emergency personnel and critical personnel back to the Village. Included also in debris management may be demolition, sand removal, disaster recovery services, reimbursement assistance, etc. While the majority of debris removal may be the result of a hurricane or severe weather, it may also result for other man-made disasters. Historically the costs associated with debris removal have averaged 15% of all disaster related cost nationally.

B. Responsibilities

The Public Works Department will be responsible for coordinating all debris management operations and activities following a disaster. Reimbursement cost and project worksheets will be coordinated with the Finance Director. The Public Works Director will ensure that a debris contractor and contract are maintained for debris management services.

C. Debris Management Plan

Debris Clearance (Category A) - Includes all storm induced debris on non-federal public roads, including the right-of-way, non-federal public waterways, other public property, and private property when undertaken by local government forces. Cat-A will also cover the cost of demolition of public structures if those structures were made unsafe by the disaster.

Planning - Key roadways, Village right-of-ways, public buildings, and a local debris processing site for debris will be identified. After the storm passes and during the preliminary damage assessment, a determination needs to be made on the type and the estimated amount of debris that will be moved and disposed of. The Village will be sectioned off and mapped into sections. Debris clearance should be managed to ensure that costs established for debris removal and other clean-up with the contractor is eligible for FEMA reimbursement. The unit price contract (cost per cubic yard) should be used when the scope of work is difficult to define and based on estimated quantities.

Push or Clearing Phase - The first 72 hours following the return of key personnel, establishing security, and initial assessment, debris removal by the contractor will focus on clearing key roadways and infrastructure for emergency personnel and equipment. This time frame may be 100% reimbursable from FEMA. Based on damage, this phase may not include any pick-up of debris. In some cases, areas outside of the Village will need to be cleared.

Debris Pickup Phase - A transition will be made from the push or clearing phase to the pick-up phase. After the initial phase of opening up key roadways, a schedule should be established and communicated to the

public for curb/street pick-up of debris. A schedule will need to be made to determine the number of times that the contractor will pick up debris. Debris picked up and transported to the local holding site will be segregated and burned/chopped and/or transported to a permanent disposal site.

Local Collection Site - A local site for debris collection (TDSR) or staging area for debris should be established. This site should be easily assessable, screened for unapproved waste, and ensured that an elevated inspection station is established and

debris monitored. The site or sites also need an environmental permit. In most cases this is a holding site until transfer to a landfill or bum site can be made.

Monitoring - Monitoring debris removal and management should follow FEMA guidelines. A Village representative (reduction site/disposal manager) responsible for monitoring debris should be established at the temporary storage and reduction site to determine the quantity of material being hauled and disposed of and to maintain proper documentation. An elevated inspection station should be established with proper records kept (load tickets, unit number, weight, amount) of all debris picked up/deposited and transported.

Communication - After the public has been allowed to return to their homes, or the storm has passed; a public announcement should be made to the public on what to do with their debris, the length of time the Village will assist with pick-up services, and the number of times debris will be picked up.

Financial - A financial tracking system for Village personnel and equipment used as well as contracted debris removal will need to be established in order to qualify for FEMA reimbursement. FEMA has strict guidelines related to debris removal reimbursement once a disaster has been declared. In addition to other Village financial responsibilities, financial obligations to the contractor must be planned for.

Documentation - Documentation meeting FEMA guidelines will be necessary to be eligible for reimbursement. Debris removal and clean-up is eligible for reimbursement under the Public Assistance Program from FEMA if a Presidential Disaster is declared. Based on the type and amount of debris, several methods may be used for determining a cost out method, which should be negotiated with the debris contractor based on recommendations from FEMA.

D. General Debris Operations Strategy

In many cases, prior contact with the debris contractor is not possible,

however for a potential hurricane impact; contact should be made with the Disaster Recovery Contractor to begin planning for the deployment of services. The Incident Commander or their designee (Public Works Director) is responsible for contacting the Disaster Recovery Contractor to initiate their services which include debris removal, clean up, demolition, and technical assistance. The following are key areas to consider:

1. Develop a strategy and map out debris zones (see attachment) of the Village.
2. Determine method of estimating debris and cost with Debris Contractor.
3. Assess and estimate quantity and mix of debris.
4. Determine temporary transfer site location (TDSR).
5. Good flow of traffic.
6. Inspector tower.

Area for segregation of material.

7. Environmental conditions met.
8. Establish priorities to determine which roads or areas that will be cleared first.
9. Address legal, environmental, and health issues.
10. Inform residents when debris operations will take place in their neighborhoods.
11. Begin to document costs, and coordinate and track personnel and equipment.
12. During the push phase (usually the first 72 hours), debris is usually pushed to the roadside to clear access for emergency vehicles. During this time period debris is typically not hauled to a disposal site.
13. During the pick-up phase, it is advantageous to move the debris either to temporary storage site (IDSR) until it can be transported to a reduction site or landfill for permanent disposal.
14. Debris removal is covered under the Stafford Act. Environmental considerations and legal issues pertaining to State and Federal requirements must be considered for pick up and delivery, demolition, when selecting IDSR site, and for final disposal of debris. Environmental requirements include but are not limited to the Clean Water Act, Endangered Species Act, Coastal Barrier Resource Act (COBRA), NEPA, Resource Conservation and Recovery Act, and Flood Plain and Wetland Protection.

There are basically three types of debris contracts:

Time and Material - Flexible for early debris removal and for hot spots, however usually allowed for only first 72 hours.

1. Must be monitored.

Unit Price - Usually the method used after the initial 72 hours.

1. Accurate account of quantities transported in cubic yards or ton.

2. Monitored.
3. Trucks measured and numbered.
4. Trucks documented/load tickets.

Lump Sum - Usually used for specific areas such as a TDSR site to a landfill or reduction site.

1. Easy to monitor.
2. Must quantify the amount of debris.

E. Debris Operations Check List

Prior to the storm contact Debris Contractor. One week pre-storm put Debris Contractor on stand-by. Develop/negotiate scope, cost, and Notice to Proceed Agreement. Ensure Debris Project Manager is on scene and reviews procedures. Assess the amount, type of debris, and a cost estimate for debris removal and provide to Public Services Facility Director

and Finance Officer. Develop guidelines and procedures for the debris project:

- Amount and type of debris.
- TDSR sites.
- Develop pick-up strategy using Zones Map.
- Permits.
- Method of disposing: burning, mulching, dump.
- Determine final destination of debris.
- Tower procedures.
- Separation of material.
- Monitors.
- Measurements of trucks.
- Tickets.
- Loads (how to measure).
- Communication with Project Manager and crews.
- Documentation
- Contact and Coordination of procedures with FEMA representative.
- Develop plan to clear roadways and areas during the initial Push Phase.
- Ensure all loading is done mechanically.
- Ensure all loads are monitored at the site and at the tower.
- Ensure the load tickets and tower records match daily.
- If debris at a gated community is included, ensure right of entry is obtained and FEMA is involved.
- Notify the public of the debris pick up schedule (number of passes) and other related information.
- Determine what roadways are Federal roadways and coordinate debris removal with DOT and/or FEMA.

APPENDIX I. HURRICANES & RELATED SEVERE WEATHER

A. Introduction

Hurricanes are devastating powerhouses of wind, rain, and storm surge that impacts a considerable area with fierce winds in excess of 74 miles per hour revolving counter- clockwise around a low atmospheric pressure eye. Hurricanes whip up seas and tides to dangerous levels. In addition, hurricanes inundate low-lying areas with relentless rainfall. This combination of weather will cause severe flooding and wind damage to coastal and inland regions. In addition, tornadoes are commonly associated when storms move inland. The Atlantic hurricane season is defined as June 1st - November 30th, however storms may occur outside these time frames. North Bay Village is vulnerable from tropical or hurricane force winds and tornadoes associated with a hurricane as well as flooding and storm surge.

B. General Information

A hurricane is a type of tropical cyclone, which is a generic term for a low pressure system that generally forms in the tropics. The cyclone is accompanied by thunderstorms and, in the Northern Hemisphere, a counterclockwise circulation of winds near the earth's surface. Tropical cyclones are classified as follows:

Tropical Depression - An organized system of clouds and thunderstorms with a defined surface circulation and maximum sustained winds of 38 mph (33 knt) or less.

Tropical Storm - An organized system of strong thunderstorms with a defined surface circulation and maximum sustained winds of 39-73 mph (34-63 knt).

Hurricane - An intense tropical weather system of strong thunderstorms with a well- defined surface circulation and maximum sustained winds of 74 mph (64 knt) or higher. Hurricanes are categorized according to the strength of their winds. A Category I storm has the lowest wind speeds, while a Category *5* hurricane has the strongest. These are relative terms, because lower category storms can sometimes inflict greater damage than higher category storms, depending on where they strike and the particular hazards they bring. In fact, tropical storms can also produce significant damage and loss of life, mainly due to flooding.

1. **Wind** - Hurricane winds are defined as those more than 74 mph and hurricane gusts can reach more than 200 mph as far out as 20 to 30 miles from the eye.

Winds move in a counterclockwise direction with the greatest winds usually on the right front quadrant. Gale or tropical force winds (39-73 mph) of the hurricane can extend 200 miles or more on the "front-side" of the storm and trail hundreds of miles on the "back-side." Threats from hurricane force winds are flying debris, structural collapse, and the potential formation of tornadoes. 70% of all land-falling hurricanes spawn tornadoes

***Sustained winds** - A 1-minute average wind measured at about 33 ft (10 meters) above the surface. ** **1 knot (knt)** = I nautical mile per hour or 1.15 statute miles
per hour. The effects of the wind on a structure are not linear (1-1 relationship), but increases by the square. An increase of 10 MPH creates a significant increase in force.

Storm Surge - Storm surge is a large dome or mound of water created by the force of the wind blowing across the water, the low atmospheric pressure in or near the eye, and the slope of the continental shelf. Surge heights peak as the hurricane reaches shallow water, wind is at a maximum, and the storm makes landfall.

Tidal levels also have a significant impact on the amount and level of the storm surge. Maximum storm surge usually occurs to the right front quadrant area of the storm, near the point of maximum winds, with the greatest flooding impact from storm surge north of the eye. Storm surge may raise the ocean I5-20 feet or more above main sea level at the coastline, causing severe coastal and inland flooding in addition to damage from coastal wave action. Drowning from storm surge and flooding is the leading cause of hurricane related deaths. Elevations at the beach vary from 4-20 feet above sea level.

The following is a schedule for a worst case storm surge for Biscayne Bay.

- Cat 1 - 11 feet
- Cat 2 - 14 feet
- Cat 3 - 17 feet
- Cat 4 - 21 feet
- Cat 5 - 24 feet

2. **Rain/Flooding** - Heavy rains accompanying a hurricane and tropical storm contribute significantly to flooding throughout affected regions. Typical hurricanes produce 6-12 inches of rainfall to the affected area which often come in bands. Slow moving storms (<10 MPH) are difficult to predict and may produce heavy rains and flooding problems in coastal and inland areas. The speed/ intensity of the storm will have an influence on the amount of rainfall and flooding.

3. **Intensity/Damage** - Hurricanes expend considerable energy when contacting the shoreline and coastal regions and usually begin to dissipate as they move inland. Tropical force winds usually subside within 12-hours; however recent studies indicate some areas, such as marshlands, do not dissipate the storm as soon.

Hurricanes vary in size, intensity, and speed. The Saffir-Simpson scale breaks hurricanes into categories based on sustained wind speeds.

- Category 1: 74-95 MPH
- Category 2: 96-110 MPH
- Category 3: 111-130 MPH
- Category 4: 131-155 MPH
- Category 5: greater than 155 MPH

Category 1 and 2 Hurricanes: Usually pose minor damage to stable structures, but can do major damage to mobile homes, vegetation, and piers. Flooding will occur in some coastal areas and low lying areas.

Category 3 Hurricanes: May cause some structural damage to small residences and utility buildings, but mobile homes are destroyed. Flooding near the coast destroys structures with floating debris. Low areas may be flooded inland 8 or more miles.

Category 4 and 5 Hurricanes: These storms are the most deadly and destructive. Both can create complete roof failure and building collapse of residences and industrial buildings. Major damage occurs in the lower floors of structures along the shoreline, and massive beach erosion is caused by the storm surge. Flooding of 15 feet or more may occur along the shoreline and up to 10 miles inland.

Tropical Storm Warning: A warning that tropical storm conditions including possible sustained winds ranging from 39-73 miles per hour are expected in a specific coastal area in 24 hours or less.

Hurricane Watch: An announcement that sustained winds of 74 mph or higher are possible within the specified area in association with a tropical, subtropical, or post-tropical cyclone. The hurricane watch is issued 48 hours in advance of the anticipated tropical-storm-force winds.

Hurricane Warning: An announcement that sustained winds of 74 mph or higher are expected somewhere within the specified area in association with a tropical, subtropical, or post-tropical cyclone. Because hurricane preparedness activities become difficult once winds reach tropical storm force, the warning is issued 36 hours in advance of the anticipated onset of tropical-storm-force winds. The warning can remain in effect when dangerously high water or a combination of dangerously high water and

waves continues, even though winds may be less than hurricane force.

C. **Responsibilities**

Each Village department is responsible for a wide variety of activities for each phase of an emergency (Preparedness, Response, Recovery, and Mitigation). General duties and specific responsibilities required of each department will utilize a checklist.

Response recovery objectives and responsibilities will be determined by the Unified Command. Specific information on a topic may be found in other areas of this MCEMP.

1. **Emergency Response -** Outside activities by emergency workers will be limited when sustained winds reach 45 MPH or as determined by the Incident Commander to ensure safety of personnel.

2. **Staffed Facilities**

   a. The Village will establish a command post for any severe tropical storm or hurricane and direct operations.

   b. For a Category 1 or 2 storm or tropical force winds impacting the community, critical personnel will staff the, North Miami Beach EOC. The decision to staff key functions or evacuate all Village personnel will need to be made prior to the on-set of tropical force winds.

3. **Evacuation:**

General Population Evacuation

A. Evacuation orders and instructions shall be issued by the Miami-Dade County Mayor.

B. All citizens are to be instructed to seek shelter well inland. Sheltering with family and friends or in a hotel/motel will provide the most comfort.

C. Persons who wish to go to public shelters are to be referred to official announcements on radio and TV for shelter locations and instructions. General instructions for hurricane evacuation are also available at the Miami-Dade County website https://www.miamidade.gov/ or calling either of the following phone numbers 3-1-1, or TTY/TDD Line 305-468-5402.

D. Public transportation will be available to persons needing transportation to established public evacuation shelters. Emergency

Evacuation Bus Pick-Up Sites will be established in North Bay Village.

E. Evacuation determination and efforts will be coordinated with the Miami-Dade EOC. Evacuation orders are mandatory, however persons who refuse to evacuate will not be forced.

Traffic Plan

The North Bay Village Police Department will be responsible for facilitating the smooth flow of traffic.

1. Any additional requests for traffic personnel will be made to the Incident Commander.

2. All personnel (regardless of their agency) assigned to traffic details will operate on a common radio frequency.

3. Law enforcement or CERT teams assigned to the North Bay Village Police Department will operate under the command/control of the Incident Commander or their designee.

4. Officers will be positioned at the major intersections as needed.

Village Government Evacuation

1. The IC in coordination with the Village Manager shall order all Village workers to take shelter or evacuate prior to dangerous hurricane conditions. If the situation allows, the IC may release non-essential Village workers from duty if adequate time is available for them to reach shelter.

2. Outside operations with sustained winds above 45 MPH will be limited, except as determined by the IC, Department Head, or Village Manager.

3. Village government shall evacuate to the nearest safe location as determined by the Village Manager (Emergency Management Coordinator).

   a. Accountability of personnel and equipment shall be maintained by each department.

   b. Records may be kept in the vehicles if adequate protection is available.

   c. Personal supplies should be taken with all personnel who evacuate.

D. **Preparedness Activities**

Preparedness is any action taken in advance of an emergency to plan, develop, support, and enhance the operational capabilities and to facilitate an effective and efficient response and recovery to an emergency situation.

1. **All Village Departments** - Review and complete all activities in the following Hurricane Preparedness Check list by April 30th of each year and forward a letter to the Village Manager (Emergency Management Coordinator) when all items have been completed. The MCEMP basic plan including Hurricane Appendix I and Specific Annexes such as Debris Management, Communications, etc. have been reviewed by department personnel. Department hurricane plan/guidelines, job duties, and responsibilities specific for each department have been reviewed with all department personnel.

   Any updates to the MCEMP or department guidelines have been forwarded to the Village Manager (EMC).

   All special hurricane emergency arrangements or agreements with outside agencies or suppliers have been confirmed.

   Ensure that a stockpile of emergency supplies and equipment for all Village facilities and for each department are adequately supplied.

   All department radios have been checked and are functioning properly.

   All departments have checked and confirmed that all emergency phone numbers/contact lists are accurate.

   All Village personnel should have personal plans for hurricane emergency dependent care and property protection.

   All Department Heads and critical personnel participate in the annual hurricane exercise.

2. **Police Department** (Responsible for Emergency Management coordination) Each year by May 1st, a review of the MCEMP and specifically the Hurricane Appendices will be made and updates made. During April of each year a hurricane preparedness class is offered to all Village employees and residents. Annually, prior to hurricane season, information related to hurricane preparedness will be made available to the general public.

3. **Purchasing and Procurement**

Ensure that maintenance/service is completed semi-annually on all Village facility generators.

4. **Personal Hurricane Preparedness**

The welfare of the general population requires that Village workers be on the job during a hurricane emergency. It is important that Village workers protect their personal property and families so that they can perform essential duties with peace of mind. The Village recognizes the responsibility of its workers to their families.

All Village workers are required to make personal plans for dependent care prior to a hurricane emergency.

Dependents should be sheltered well inland, away from flood prone areas and in sturdy buildings. Mobile homes should be evacuated. Although some families may be able to remain at home, many will need to relocate to better shelters. Sheltering with family, friends or in a hotel/motel will provide the most comfort. Several families may wish to shelter together for mutual support. All dependents should be prepared to live without assistance for up to **three days** (72 hours).

For those that need Red Cross sheltering, shelters will be opened throughout Miami-Dade County. No unaccompanied dependent children should be sent to

a public shelter. All minor children of Village workers should be in the care of a responsible adult. Pets are not allowed in most public shelters. Each Village worker with a family pet should make special plans for them prior to a hurricane emergency.

Village workers are encouraged to stockpile the following supplies:

a. Portable radio, flashlight, batteries.
b. First aid supplies.
c. Medicines and baby supplies.
d. Bottled water (I gallon per person/ per day x 3 days= 3 gallons).
e. Materials to secure home (shutters, tape, etc.).
f. Fire extinguisher.
g. Eating utensils can
opener, etc. h.
Bedding.

i. Extra clothes.
j. Tools.
k. Pail with cover (for waste).
I. Extra money.

These supplies can be used if Village workers' dependents remain at home or relocate to a shelter. Remember, shelters may lose electricity, water, etc., due to the hurricane.

A **hurricane watch** means that a hurricane may threaten our area in the next 24 to 36 hours. When a hurricane watch is declared, Village workers should:

a. Monitor radio and TV weather reports.
b. Check supplies.
c. Store food and water.
d. Fill vehicle fuel tanks.
e. Secure boats, lawn furniture, etc.
f. Fill prescriptions.
g. Make pet arrangements.
h. Confirm dependent care arrangements.

A **hurricane warning** means that a hurricane is expected to strike within 24 hours. When a hurricane warning is declared, Village workers should:

a. Secure their home.
b. Tum off utilities.
c. Secure pets.
d. Evacuate dependents if necessary (take along hurricane supplies).
e. Critical workers need to report to work as directed.

E. Response Activities (pre-storm)

Response activities are actions taken immediately before, during, or after an emergency to reduce casualties, save lives, minimize damage to property, and enhance the effectiveness and speed of recovery. The response phase includes conducting emergency operations by taking action to reduce the hazard to acceptable levels (or eliminate it entirely), and to coordinate resources in managing the emergency. Activities related to the threat of possible tropical or hurricane force winds will be done several days ahead of any Hurricane Watch activities if it is evident that the Village may be impacted. The Village Manager will determine at what point Response operations will begin. This will usually be prior to the Hurricane Watch issued for the area (72 hours prior). During

hurricane force winds, most operations will cease and time will be spent coordinating and planning activities once the hurricane/gale force winds have subsided.

1. **All Departments**

In the event of a hurricane impacting our area, Department Directors will meet with the Village Manager and staff for updates and projections of a potential storm, to plan preventative measures, coordinate the securing of facilities and equipment, and to keep employees informed.

Each department will review the MCEMP with personnel and begin preparations including each department's individual plan and personal plans in the event of an impact. All departments and critical personnel will review their department hurricane guidelines and ensure that their facilities, equipment, personnel, and records are prepared.

At the direction of the Village Manager, each department will secure their facility by applying shutters to the windows, checking supplies, and check that the generators are working and fuel is topped off. Each department should box up necessary records and back-up necessary computer files and prepare for transport if an evacuation is called for. Each department should secure and take protective measures for equipment at their facility.

Keep employees informed of the status of the storm. All critical Village personnel will be contacted and advised when they would be required to report for duty. Ensure all personnel have supplies (food, water, clothing, etc.) so that they can be self-sustained for 72 hours. All Village workers should prepare for dependent care and make plans for securing their own residence.

All departments will maintain maximum fuel levels in vehicles and equipment.

Ensure all loose equipment in and around facilities is secured.

Ensure the Village has supplies to sustain the first 72 hours of emergency operations.

2. **Executive Group**

The Village Manager will coordinate all response activities and keep. The Mayor and Village Commission informed of all activities related

to the possible storm and associated impact. The Village Manager will alert and keep the Village Commission briefed on the status of the storm, Village preparedness, and other information. Meetings will be held by the Village Manager with Department Heads and critical staff personnel to coordinate response activities.

3. **Police Department** (Responsible for Emergency Management activities)
Keep the Village Manager and all Department Directors informed of all storm updates and information from the Miami-Dade County EOC. Confirm evacuation site for police and Village personnel. Ensure all emergency contact numbers are accurate and radio systems are operable.

   If an evacuation is called for by the Mayor of Miami-Dade County, coordinate evacuation activities with other law enforcement agencies.

   Set up the local command post at the Police facility and coordinate Village emergency response activities. Personnel are alerted of call-back and staffing requirements.

   Coordinate emergency response activities.

   Coordinate information and activities with Miami-Dade County EOC and Divisional EOC.

   Ensure that vehicle maintenance and service personnel are available. Contact the Debris Management Contractor to monitor activities.

4. **Purchasing and Procurement**

   Ensure that rental trucks are reserved for evacuation of equipment and records.

   Ensure that all boxes and supplies for the hurricane and evacuation are procured and available.

   Ensure all contracts/purchase orders are up to date. Ensure all Village fuel tanks are kept full.
   Set up contacts/contractor for potential supplies.

   Ensure a 72 hour supply of goods, equipment, and supplies are available and ready for transport. These include the following:

   a. Food: for 80 workers x 3 meals a day x 3 days (MRE's) = 1,350 meals

b. Water: 80 x 3gallons per day x 3 days= 720 gallons

c. Fuel: 1,000 gallons diesel and 1,000 gallons regular

d. Extra equipment:

- Batteries
- Chain saw blades
- Tools
- Medical supplies

e. Extra generators: For maintenance, battery charging, lights, running equipment/pumps, etc.

f. Temporary shelters (available buildings, portable, or tents).

g. Service area for tire and equipment repairs, batteries, etc.

h. Each department will be responsible for their vehicles.

i. Portable sanitation facilities.

5. **Public Works**

a. Sewer Section can obtain additional portable pumps and generators for lift stations. Draw down the storage capacity of affluent basins.

b. Water Section Fill portable storage tanks, monitor chlorination levels.

c. Sanitation Section Support PCP activities.

d. Streets Maintenance Section Pick up garbage cans and other material on beach/right-of-ways

e. Ensure fuel portable storage containers are full.

6. **Police Department**

- Coordinated emergency response activities.
- 9-1-1 Communications Center responsible for alerting the Village of special weather information.
- Responsible for security of the Village.
- Responsible for securing traffic
- Maintain open roadways and traffic.

- Control of civil unrest.
- Responsible for coordinating re-entry procedures.

7. **Building/Code Enforcement**

- Ensure all construction sites/contractors have secured their equipment and facilities.
- Prepare and box all records/documents/plans for possible evacuation.
- Prepare for damage assessment responsibilities.

8. **Finance Department**

- Prepare/back-up all financial records for possible evacuation.
- Ensure payroll/payment continuity during emergency and recovery operations.
- Prepare documentation and distribute to all departments to track storm related expenditures.
- Ensure Computer equipment/system is ready for transport.
- Ensure payroll continuity during emergency operations.

9. **Parks/Recreation Department**

Ensure that warning signs and equipment is secured.

10. **Utility Billing**

Assist in special needs info.

11. **Village Clerk**

Ensure required records are secured electronically or manually.

F. Recovery Activities (post-storm)

Short-term recovery is any action taken to return vital functions and critical infrastructure to a minimum operating standard. Activities are initiated to assess damages, needs, and available resources and coordinate relief efforts. The ICS system will be used to manage/coordinate all short-term recovery activities.

Initial Post Hurricane Survey

As soon as the winds diminish to a safe level a team of Police, and Public Works, personnel will initiate an assessment. At this time the perimeter of the Village should be secured and command assumed. This assessment should include:

- Check roadways and bridges for safe passage.

- Determine level of flooding and damage.
- Determine damage of Village facilities and alternate command post.
- Check for communications availability.
- Check for power, water, and sewer damage/outages
- Communicate information with Evacuation Center.

Sample Action Plan for first 12 hours:

- Maintain a Command Post
- Develop the first 12 hour action plan and assign personnel. Make assignments following ICS guidelines and needs.
- Re-establish communications (radio, IT, sat phones)
- Set up security perimeter.
- Do an initial damage assessment. (use zone map)
- Begin Search/rescue efforts. (use zone map)
- Begin debris removal from major streets/roadways.
- Begin efforts to restore water, sewer, and power.
- Establish local staging area for resources (for workers): Food, fuel, water, shelter, sanitation, and maintenance.
- The Village should not expect assistance for the first 48-72 hours.

General ICS Responsibilities/duties

The following are basic responsibilities for each position in the ICS structure. Some areas will not be staffed while others may have additional assistance.

1. **North Bay Village ICS Structure:**

Village Manager

Responsible for coordinating all of North Bay Village's recovery activities and restoring essential functions. He or she will establish the overall objectives for the Village.

2. **Unified Command (Police)**

A single IC has one individual responsible while a unified command involves multi jurisdiction/agency or multiple departments within an agency. IC allows a coordinated effort in determining objectives with one agency/dept. taking the lead role with the others assuming support.

- Establishes a command post.
- Establishes priorities and objectives.
- Established the level of the organization needed and monitors

the operation and effectiveness of the operation.

- Responsible for overall safety.
- Coordinates the activities of the general/command staff.
- Approves the action plan and approves the use of or demobilization of resources.
- Develops action plans for specific time periods (examplel2 hours).

3. **Command Staff** (if not staffed, the responsibility of the IC) **Safety**

- Monitors incident operations and advises the IC of all matters including emergency responders.
- PIO
- Establish an information area and method for the media and public to release information (ie; radio, TV, or web site).
- Establish a staffed phone number for public information.
- Coordinate public info through Miami Dade County/North Miami Beach EOC Liaison.
- If staffed, coordinates activities and issues with outside resources. A point of contact.

Operations (If not staffed the responsibility of the IC) This section is responsible for managing all tactical operations.

- Supervises the operations portion of the IAP.
- Approves and requests all resources to function and demobilization of personnel and equipment.
- Responsible for safety of personnel and their operation.
- Request additional units from staging or the IC.
- Gives periodic briefings and updates to the IC.

Building (If not staffed the responsibility of the IC)

- Collects information and develops plans to assist the IC in mitigating the incident.
- Advises command of needs.

- Determines the need for specialized services.
- Plans for the needs of personnel, resources, and equipment.
- Looks at the future of the incident at what the needs will be and assists in developing the Incident Action Plan.

Logistics (Public Works)

- Provides all incident support needs for responders.
- These include, fuel, facilities, supplies, equipment maintenance, food services, water, medical, etc.

- Develop communications so workers can contact families.
- Develop 12 hour work schedule for workers.
- Food and facilities for preparation to feed workers.
- Water.
- Establish Fuel supplies.
- Ice.
- Sanitation supplies (port-a-lets).
- Generators.
- Establish sleeping facilities (trailers, tents, buildings, etc.).
- Provides information to IC for the Incident Action Plan.
- Requests additional resources as needed.

Finance

- Manages financial aspects of the incident.
- Ensures compensation and claims.
- Responsible for documentation of personnel and equipment for potential reimbursement.
- Within this group is the IT division and is responsible for re-establishing the IT network system.

Branch Divisions/Groups under Operations

- Staging - Responsible for setting up a staging area for equipment, food services, fuel, maintenance, supplies, tracking resources, and advising the IC what is available.
- Communications - Responsible for re-establishing radio communications.
- Damage Assessment - Responsible for conducting an area damage assessment and reporting to the UC.
- Law Enforcement - Will establish several groups under law enforcement branch such as traffic, animal control, 9-1-1 communication, patrol, code enforcement and services.
- Public Works - Will establish several groups under PW including water, sewer, streets, and debris management.

4. **Responsibilities that may be assigned to a Branch or Group from a specific department (sample)**

Although assignments may be made by a functional group such as law enforcement, departments and members may be responsible for other JCS functional/task areas or assigned a command staff level position responsible for an area such as Logistics.

The Village Manager is responsible for coordinating all North Bay

Village recovery activities and restoring essential functions. He/she will assist the unified command in establishing overall objectives.

The Police Department will be responsible for coordinating activities with other outside agencies, search and rescue operations, .radio communications. The Police Department is responsible for maintaining security, coordinating re-entry, traffic, animal control, code enforcement issues, and restoring law enforcement operations. Assistance with search and rescue (SIR) may be necessary.

Public Works will be responsible for debris management and coordinating efforts with the debris management coordinator. Public Works departments will be responsible for infrastructure repair such as water, sewer, and streets.

The Building Department will be responsible for damage assessment as well as coordinating post-disaster mitigation activities (LMS). Building will assist with the damage assessment of public facilities and other areas as requested.

The Finance Department will be responsible for financial responsibilities including recording costs associated with the event and coordinating all FEMA Public Assistance grants and reimbursements. The IT Department will restore the communication network.

Finance will be responsible for logistical support including repairs of Village facilities, apparatus, and equipment, coordinating equipment needs, fuel, food, etc.

The Human Resource Department will coordinate insurance needs for public facilities, equipment and information for damage reimbursement reporting. In addition HR will assist with coordinating human service needs.

The Village Clerk's office will assist in re-establishing Village records and functions.

5. **General Objectives**

- Ensure command is established and a stationary command post.
- Re-establish a command post if an evacuation occurred. Establish a unified command. Begin to develop an action plan for the first 12 hours and then for additional time periods as needed.
- Do a preliminary damage assessment of casualties and property and

begin Search/Rescue activities.

- Use the zone map and begin a building-by-building search of all structures that are safe to enter, beginning with the area most heavily damaged. Mark/date each house identifying that a search has been completed and the number of victims (see marking system). Once all damaged structures have been completed do a secondary search of all affected structures.
- Establish communications.
- Set up security (perimeter) for the Village, initially allowing only critical persons and equipment into the Village until the area is determined safe.
- Debris should be cleared on major roadways to allow emergency vehicles and workers access. A debris transfer site, monitoring station, permits, personnel and equipment, and schedules for debris should be established removal (see Debris Management Appendix).
- Set up a staging area for all incoming equipment and supplies as well as a medical staging area for triage, treatment, and care of the injured.
- Each utility/public works section should assess critical infrastructure/functions and begin the process to restore the critical functions and areas first.
- Begin resource management of personnel, supplies, and services needed for the workers and operations which will include food, water, shelter, fuel, sanitation means, equipment and vehicle maintenance, communications, and a host of other resources. North Bay Village should be prepared to be self-sufficient for a minimum of 72 hours until additional assistance is available from the EOC.
- Coordinate health related activities with the County Health Department.
- After the initial preliminary assessment has been completed, begin a damage assessment (PDA). Send a report to Miami-Dade EOC.
- Structures will need to be evaluated for safety and structural stability.
- Tag buildings for livability if possible using the red (not livable), green (livable), and yellow (livable but needs attention) system.
- Establish a fleet maintenance program to care for apparatus, equipment, tire repair, and service needs.
- Call for mutual aid as needed to assist with rescue, security, and other functions. Request State Mutual Aid resources through Miami-Dade County EOC.
- May coordinate workers/resources using 12 hour on/off schedule. Provide Village workers time to care for their own families, property, and needs.
- Establish Points of Distributions (POD) for essential citizen's supplies.
- Restore essential government functions such as Information Technology, records/Village Clerk, Planning and Development, Finance, and other functions. Establish a fixed or portable site to carry on Village business.
- Keep the elected officials informed of the event and recovery efforts.
- Post sites and provide updated information to residents via the local media, staffed telephones, and the Village's web site.

- Coordinate relief efforts with County, State, and Federal Agencies (FEMA).
- Ensure all preparedness, response, and recovery activities are well documented for possible reimbursement. This will be .used to evaluate the damage, re- establish emergency services, secure the area, establish a command post, and begin to restore the infrastructure.

6. **Search/Rescue Marking System**

Search/Rescue crews will utilize a uniform marking system (red/orange spray paint near the main entrance) to identify structures that have been searched. Crews will usually begin in the most damaged area utilizing the zone map. If needed, GPS coordinates are available to identify each zone (see zone map). During the initial primary search, an approximate 12 inch diagonal stripe will be marked near the front entrance. After exiting the building the date will be placed **in** the upper left section of the stripe and the number of victims in the right upper section. If unable to search due to hazards identify by NS (not safe) instead of victims. If a secondary search is completed later, place another diagonal opposing stripe with the date of the search/victims in the lower middle section.

G. Mitigation Activities

Mitigation includes those activities, policies, or programs developed and adopted that will reduce, eliminate, or alleviate damage caused by disasters. Proper and coordinated planning is a prerequisite to effective hazard mitigation. The purpose of the Mitigation Programs are intended to reduce the loss of life and property due to natural disasters, to enable mitigation measures to be implemented during the immediate recovery from a disaster, and/or to prevent future hazards. Mitigation activities will be the responsibility of each department, however activities should be coordinated with the Finance Director and LMS Coordinator for the Village.

Eligible activities for this program may include:

1. Property acquisition or relocation.
2. Structural and non-structural retrofitting (e.g., elevation, storm shutters and hurricane clips).
3. Minor structural hazard control protection
4. Localized flood control projects that are designed to protect critical facilities and are not part of a larger flood control system.
5. Protection of utilities and seismic protection.

H. Search and Rescue/Assessment/Debris Zone Map

This map will establish zones so that initial search/rescue crews, debris

management crews and damage assessment teams can identify locations. Each zone will have a GPS coordinate and the elevation identified.

I. Demobilization Plan

1. General Information. No resources will be demobilized until authorized by the section commander and the IC.

2. All demobilized units will be transported to the staging area and checked out. Appropriate demobilization forms will be filled out.

3. Supervisors will be briefed prior to demobilization on current issues.

4. All equipment/apparatus will be accounted for and turned into the staging officer.

5. All resources will meet work/rest requirements prior to being released.

APPENDIX II. HAZARDOUS MATERIALS

A. Introduction

Hazardous materials are chemical substances, which if released or misused can pose a threat to the environment or health. These chemicals are used in industry, agriculture, medicine, research, and consumer goods. Hazardous Materials come in numerous forms such as explosives, flammable and combustible substances, oxidizers and organic peroxides, poisons, radioactive materials, and other substances.

B. General Information

Many products containing hazardous materials are routinely used and are also shipped daily on highways, railroads, waterways, and pipelines. Hazardous materials incidents may include responses involving fires, spills, transportation accidents, chemical reactions, explosions, WMD situations, and confined space atmospheres.

1. **Department of Transportation (DOT) as Hazard Classes:**

- Class 1 Explosive.
- Class 2 Flammable Gasses.
- Class 3 Flammable Liquids.
- Class 4 Flammable Solids.
- Class 5 Oxidizers and Organic Peroxides.
- Class 6 Toxic Materials and Infectious Substances

- Class 7 Radioactive Substances.
- Class 8 Corrosive Materials.
- Class 9 Miscellaneous Dangerous Goods.

2. **Levels of Service -** North Bay Village utilizes the Miami-Dade County Fire Rescue Department for a response to hazardous material situations. Goals are to identify the material, control and containment, evacuation and/or rescue of injured people, decontamination of personnel and equipment, documentation, and restoration of the scene.

   - **Awareness Level:** These persons have minimal training related to hazardous material but may have training related to specific chemicals at their facility. Awareness level personnel should be trained to identify and recognize a hazard, evacuate the immediate area, and call for assistance.

   - **Operations Level:** Operations trained personnel are responsible for establishing command, isolation/deny entry, material identification, risk assessment, and minor control techniques, when safely possible. Operations personnel may also assist in atmospheric monitoring and decontamination when necessary.

   - **Technician Level:** Technician trained personnel in addition are responsible for entries into the Hot Zone to perform rescue, advanced research, advanced control and mitigation techniques, and advanced monitoring.

C. Responsibilities

The Miami-Dade County Fire Department will be responsible for managing hazardous material types of incidents. They will establish command and will utilize the NIMS ICS system and establish a command post to manage resources and coordinate the event.

A unified command system may be established for large scale incidents with the fire department taking the lead role. The Incident Commander or Unified Command has overall control of the operations. The IC/UC is responsible for all public and personnel life safety issues as well as the development of the action plan to mitigate the situation.

The Police Department is responsible for securing the perimeter, managing crowd control, assisting in evacuation measures, and assisting in law enforcement activities as needed. If Village personnel are involved in a spill or leak at their facility, they should evacuate the area and stay at a safe distance until the material has been identified, hazards assessed, and corrective actions take. Other Village departments such as Public Works may be called to assist with functions such as roofing material,

shutting off utilities, etc.

The following are prioritized operations:

1. Isolation
2. Identification
3. Stabilization
4. Evaluation
5. Decontamination

Haz-Mat Team- Regional or local Haz-Mat teams may be utilized to assist with larger scale incidents. Their priorities and responsibilities will be the same as for a small incident including site control, safety, research, entry teams, and decontamination.

The Florida National Guard has a Civil Support Team (CST) that is designed to support local Incident Command and local emergency responders with hazardous materials or WMD situations.

State Emergency Response Team (SERT)- The SERT is composed of representatives of state and local agencies that coordinate assets for Terrorist/WMD incidents. These types of incidents that impact Florida can quickly exceed the response and recovery capabilities of local jurisdictions.

During the response phase of such events, the SERT, located at the State Emergency Operations Center (SEOC), coordinate the deployment of state resources, personnel, interstate mutual aid, and federal resources to support local agencies.

D. Preparedness Activities

1. Each year, all Village workers will participate conducted by the coordinator in each department in the Haz-Com Class.
2. An annual training exercise will be conducted with those departments who are typically involved with hazardous materials (Public Works, Fire, and Police) and outside agencies.
3. Classes and information for Village employees are available related to hazardous materials.

E. Response Activities (Operations)

The response phase or operations includes conducting emergency operations by taking action to reduce the hazard to acceptable levels (or eliminate it entirely), and to coordinate resources in managing the

emergency.

1. The initial response of fire and police units will depend on the information received and appropriate response based on the level type.

2. As a minimum, a single unit will be dispatched to perform a risk assessment including type of hazard, material involved, resources needed and minor mitigation and control efforts. A single unit should be able to mitigate small combustible/flammable liquid spills less than IO gallons or other minor types of incidents with a minimal degree of hazard (leaking gas tank, small LPG tank leaking, antifreeze, oil, etc.). If additional resources are needed command should be established and additional operational functions initiated.

3. Command will be established and direct all operations using the NIMS ICS system.

4. The ERG Guide will be used by the initial emergency workers as a basis to determine initial health hazards, protective equipment necessary, fire hazards and control measures, isolation/evacuation distances, and other factors for known or unknown hazardous material/substances.

5. The following classification system is used by the State of Florida Emergency Response Commission regarding the categorizing and reporting of hazardous materials incidents.

Level I: **(Minor)**

- A spill, release or potential release of a known hazardous substance with minor injuries possible.
- A spill or potential release of less than 55 gallons of a substance.
- In general the material is not radioactive, water reactive, or hyperbolic.
- Unlikely that it will spread, and/or area involved is less than 300 sq. ft.
- Corrosive spills less than 10 gallons.
- 100 lb or less LP tank leak.

Level II: (Moderate)

- A spill, release or potential release of known or unknown hazardous substance with no deaths although injuries may be severe.

- A spill or potential release of known or unknown substances that are toxic, reactive, flammable, radioactive, corrosive, or biological in nature that exceeds the criteria for a minor incident.
- Release may not be controlled without special resources.
- Evacuation will be confined to a designated area that local resources can achieve. Extended sheltering is not required.

Level III: (Severe)

- A spill, release or potential release of a hazardous substance with an associated fire, explosion, or a toxic/corrosive cloud with injuries or deaths possible.
- A substance capable of producing toxic/corrosive gas cloud, highly reactive or unstable, may produce significant flammable vapors, or is radioactive or a chemical/biological pathogen.
- Involves large amounts of hazardous material or a limited amount of a very dangerous substance.
- Extensive environmental contamination is possible.
- Presents immediate danger to public and personnel.
- Evacuation of large numbers of the populace or extending over a large area impacting the community.

Level IV (Major):

- A spill or release of a hazardous substance that has resulted in a serious fire, explosion, or environmental contamination over an extended area.

- A known or unknown hazardous substance that can be highly toxic, very reactive or unstable, flammable or explosive, or etiological agents that are extremely pathogenic.

6. **Operational Process -** Generally an 8-step operation process is used to manage any Haz-Mat incident. The key areas include:

- Isolate the area and deny entry of all personnel until the material has been identified.
- Identify the material and advise personnel of hazards.
- Evaluate hazards and risks utilizing information collected.
- Choose protective equipment necessary to operate in the hot zone.

- Coordinate information/resources with the IC.
- Control/confine material by developing offensive or defensive tactics. Decontaminate exposed personnel, victims, and civilians. Isolate equipment for further decontamination.

- Debrief/Document/Critique personnel involved.

Isolation/Control Zones - Control zones are to be established and identified by the first arriving unit utilizing the ERG. Detection equipment is to be utilized to establish and/or monitor the control zones. Access into hot/warm zones is to be controlled and access denied except for response personnel in an appropriate level of personnel protection. For an unknown substance atmospheric readings are to be taken measuring LEL, 02, H2S, CO, Chlorine, and Radiological levels. When a substance is known the appropriate atmospheric readings are to be taken along with measuring the LEL/O2.

Hot Zone - The danger area surrounding the hazard. Minimum 50-foot radius. Only to be entered by Teams (minimum 2 personnel) in appropriate PPE with a back-up team standing by. All personnel entering this area are to be briefed on goals, hazards, and decontamination procedures prior to entry. Included may be an area to stage personnel contaminated until decontamination occurs.

Warm Zone - For decontamination and standby rescue operations. The Warm Zone shall be the location of the entry and exit corridors.

Cold Zone - No hazards, a clean area for command, staging, and other emergency service functions as well as media, agency liaison, etc.

7. **Product Identification-** Identification of the material involved should be determined as soon as possible to assist in determining the hazards to personnel, the public, and the environment. Occupancy location, container type (rail cars, transport vehicles, and intermodal), placards and labels, papers (bill of lading, dangerous cargo manifest, consist/waybill, and air bill), MSDS sheets, and information from the driver or fixed facility representative, are resources for determining the material involved.

8. **Personnel Protective Equipment**

Persons responding to a Haz-Mat incident must be protected from the hazard by protective equipment. The minimum protective equipment utilized by personnel until the product and hazards are identified, should be structural firefighting gear and SCBA. The following are the four levels of protective equipment established by OSHA, EPA, and NIOSH:

- **Level A -** Highest level of protection against vapors, gases, mists, and particles. Level A protection is a total encapsulating suit including SCBA. Requires training above the first responder level.

- **Level B -** Requires a garment including SCBA that provides protection against splashes from a hazardous chemical. Wrist, ankles, face-piece and hood, and waist are secured to prevent entry of splashed material. Special boots and gloves may be needed depending on the material involved. Taped bunker gear at the wrists and boots, with an SCBA, would fall under this level.

- **Level C** -The same type of garment used for Level B is used for Level C with the exception that it allows for the use of respiratory protection other than SCBA. This respiratory protection allows for the use of various types of air-purifying respirators where the specific material is known and measured.

- **Level D -** Provides for non-respiratory protection and minimal skin protection.

9. **Evacuation/Shelter in Place -** A decision will be made by the IC on how to protect persons involved in the immediate area of a hazardous incident. Persons may need to be evacuated to a safe location or it may be determined it is safer to shelter them in place. Evacuation should be conducted for people in potentially imminent danger of fire, explosion, or a long term release of a gas or volatile liquid. Sheltering in place is an option utilized when evacuation would cause people to be exposed to a hazardous atmosphere or a situation exists where evacuation cannot be accomplished.

10. **Decontamination -** The Safety Officer or a designated person by the Haz-Mat Group Officer is responsible to ensure that decontamination is conducted. This person may be trained to the Operations Level. If a Safety Officer is not available, the IC or Haz-Mat Group Officer shall assign an officer to this position. Decontamination procedures are required to assure that any potentially harmful substances on equipment or personnel is confined within a controlled zone and other persons/equipment are not cross contaminated. Persons leaving the Hot Zone are assumed to be contaminated.

    - The decon area should be established before committing personnel to the Hot Zone.
    - Utilize MSDS information to determine proper decontamination procedures.
    - Decontamination procedures are to be performed in the Warm Zone adjacent to the entry point into the Hot Zone.
    - Prior to transport to a medical facility, persons contaminated should be decontaminated as much as possible and medical personnel/facilities receiving patients notified of the hazards.

- All personnel performing decon are to be in appropriate PPE. A rapid decon (pre-connected hose line) may be established while the full decon is being set up.
- If emergency decon of victims or personnel is necessary the 3-step (wet) method (flush-strip-flush) is to be performed.
- For most other circumstances the 9-step (wet) decon process will be followed and is to be set up prior to anyone entering the Hot Zone, unless for an immediate rescue.
- Dry decontamination may be used for large groups of persons. dry decon kits are carried on FD apparatus; include disposable clothing, blankets, and bio hazard bags.

11. **Document/Critique** - A debriefing and critique should be held after the incident with all agencies involved to discuss problems and corrective actions needed. It is important to document all activities, equipment used, and personnel for reimbursement.

12. **Local Response Overview**

A. 9-1-1 Emergency Communications Center:

- Records information.
- Dispatches first responders.
- Relays information to first responders prior to their arrival on scene.
- Makes notifications as required.

B. First Responders:

- Make initial assessments use ERG manual.
- Utilize the Incident Command system (following NlMS).
- Determine hazardous materials level of incident.
- Identify the material if possible and set up zones (hot, warm, cold).
- Perform any obvious rescues as incident permits.
- Begin decontamination of victims and rescue personnel.
- Establish security perimeter.
- Determine needs for additional assistance.
- Begin triage and treatment of victims.
- Begin Evacuation efforts. Either shelter in place or evacuate.
- Attempt containment of material.

C. The Incident Commander (IC) or Unified Command (UC):

- Establish a command post or local EOC and set up an ICS system.

- Notifies medical facilities, Miami Dade County/North Miami

Beach EOC and other local organizations, as outlined in the Comprehensive Emergency Management Plan (MCEMP).

- Requests local or regional hazardous materials teams.
- Coordinate activities with Miami Dade County/North Miami Beach EOC.
- Coordinates resources.
- Seek state of emergency.
- Provides information to Public Information Officer (PIO).
- Coordinates with local and state EOC and federal agencies as required.
- Requests state and federal assistance, as necessary

F. Recovery Activities

Short-term recovery is any action taken to return vital functions and critical infrastructure to a minimum operating standard. Long-term recovery includes restoring life to a normal or improved state. Activities are initiated to assess damages, needs, and available resources and coordinate relief efforts. Recovery activities for a hazardous material incident will vary based on the material, exposure, and magnitude of damage.

Follow general MCEMP guidelines for all disaster recovery operations.

1. Clean-up is generally the responsibility of the person or company responsible for the spill. The Fire Department or Haz-Mat teams may assist with clean-up of small spills, not complicated by high risk or solid waste disposal restrictions.
2. Absorbent clay or pads contaminated by less than ten (10) gallons of petroleum product may be air dried and discarded with solid waste.
3. The IC or UC is responsible for cost recovery of equipment, supplies, or overtime related to the incident and coordinate initial recovery operations.
4. The Department of Environmental Protection is to be called to oversee cleanup.
5. Planning and Development will be responsible for damage assessment for large scale incidents.
6. Public Works will be responsible for any debris removal or infrastructure repair.
7. The Human Resource Department will be involved in insurance information and claims for Village buildings and equipment.
8. The Finance Director will assist with reimbursement activities.
9. Notification Requirements:

    a. Petroleum spills on land less than ten (10) gallons or spills from household consumer container do not require notification.
    b. Illegal dumping or serious injury or death; Police Dept., FWC,

and State Warning Point (1-850 413-99-1-1 or 1-800 320-0519).

c. Spills of 25 or more gallons or any commercial spill- State Warning Point (1-800-320-0579) and DCRS.
d. Any spill on or threatening waterways- FWC (l-800-320-0519), U.S. Coast Guard/National Response Center (l-800-424-8802), and State Warning Point.
e. Department may seek reimbursement from the "responsible party" for additional services required related to hazardous material response in relation Federal Haz-Mat Guidelines (29CFR 1910).

- All extra costs related to a hazardous material spill or release should be documented.
- If a disaster is declared, documentation related to the incident following FEMA guidelines should be followed.
- Foam, absorbent material, and other expendable supplies used during an incident may be handled by the responsible party or their insurance company.
- Overtime costs, fees for special services, contractors, security, damaged equipment, extra apparatus, mutual aid charges, and other eligible charges are to be billed to the responsible party through the Finance Department.

APPENDIX III. TERRORISM

A. Introduction

Terrorism is not a new phenomenon. Events such as the Boston Marathon bombing, the 9/11 World Trade Center attacks, the bombing of the New York City World Trade Center, Murrah Federal Building in Oklahoma City, Khonar Towers in Saudi Arabia, the Sarin release in the Tokyo Subway, the bombing of U.S embassies in Kenya and Tanzania, or the bombing of the USS Cole, all serve to highlight the potential or actual devastation that terrorists acts can do. Terrorism is defined as the use of violence, threats, intimidation, or information manipulation for revenge, politics, support of a cause, or the furthering of a criminal enterprise.

In the present we find ourselves confronted with the expanding threat of mass casualty terrorism by the utilization of "weapons of mass destruction or effect". Terrorists may use a variety of methods such as weapons, explosive devices, the spread of biological toxins or disease spreading microorganisms, toxic chemicals, nuclear weapons or the use of radioactive materials, and cyber-terrorism (unauthorized entry into computerized systems causing damage). Terrorism is a threat that

now looms for civilians, emergency responders, and local governments.

B. General Information

The successful response and management of terrorist incidents requires a well-planned integrated and coordinated response from local government, neighboring jurisdictions, the private sector, state and federal agencies.

Under the State Homeland Security Grant Program (SHSGP) Florida has conducted their risk and needs assessment as well as, developed a Statewide Domestic Preparedness Strategy. The State of Florida domestic security initiatives include the development of 7 Regional Domestic Security Task Forces (RDSTF), led by a Florida Department of Law Enforcement (FDLE) Regional Director and the local sheriff.

These task forces are multi-disciplinary (not law-enforcement specific), and in conjunction with the State Division of Emergency Preparedness provide the oversight and coordination of Statewide Domestic Security Preparedness and Response Initiatives. The RDSTF is designed to support local response as well as to serve as a model for local response.

1. National Terrorism Advisory System

National Terrorism Advisory System (NTAS) advisories communicate information
about terrorist threats by providing timely, detailed information to the public,
government agencies, first responders, public sector organizations, airports and other transportation hubs.

Using available information, the advisories will provide a concise summary of the
potential threat, information about actions being taken to ensure public safety,
and recommended steps that individuals, communities, businesses and governments
can take to help prevent, mitigate or respond to the threat.

NTAS consists of two types of advisories: Bulletins and Alerts. DHS has added
Bulletins to the advisory system to be able to communicate current developments
or general trends regarding threats of terrorism. NTAS Bulletins permit

the
Secretary of Homeland Security to communicate critical terrorism information that,
while not necessarily indicative of a specific threat against the United States, can
reach homeland security partners or the public quickly, thereby allowing recipients
to implement necessary protective measures. Because DHS may issue NTAS
Bulletins in circumstances not warranting a more specific warning, NTAS Bulletins
Provide the Secretary of Homeland Security with greater flexibility to provide
timely information to stakeholders and members of the public.

As before, when there is specific, credible information about a terrorist threat
against the United States, DHS will share an NTAS Alert with the American
public when circumstances warrant doing so. The Alert may include specific
information, if available, about the nature of the threat, including the geographic
region, mode of transportation, or critical infrastructure potentially affected by the
threat, as well as steps that individuals and communities can take to protect
themselves and help prevent, mitigate, or respond to the threat.

2. **Hazard Types/Identification (Weapons of Mass Destruction - WMD)**

While a hazard may be a single immediate event such as a car bomb or other explosion, other hazards such as biological agents may evolve over a period of time and may take days for the impact to be noticed. A chemical or biological agent is a hazardous material, but has the potential for greater consequences and challenges for responders as well as the potential for mass casualties. Responding fire/rescue and/or law enforcement agencies will usually make preliminary identification of the existence of a possible WMD agent or device.

- **Biological Terrorism** - Biological weapons may expose people to bacteria, viruses, or toxins as fine airborne particles. Anthrax, Plague, Smallpox, Viral Hemorrhagic Fever, and Botulism are examples of biological agents. Biological agents are infectious through one of the following areas depending upon the particular agent; inhalation, ingestion, absorption, and/or contact with mucus membranes. Incubation periods of

infectious diseases may range from several hours to a few weeks depending on the exposure and pathogen. The initial response to such a biological attack on civilians is likely to be made by the public health community rather than by the military or primary responders. Any plan to mitigate an incident involving a biological hazard should be based on relevant infectious disease or biological safety recommendations by the Centers for Disease Control and Prevention (CDC) and other expert bodies including emergency public health officials. The need for decontamination and for treatment of all first responders with antibiotics or other medications should be decided in consultation with local public health authorities.

- **Chemical Terrorism -** A chemical attack is the deliberate release of a toxic gas, liquid, or solid that can poison people or the environment. Signs of chemical agent release may be watery or burning eyes, twitching, choking, or

  breathing difficulty. Chemical agents may include nerve agents, blister agents, blood agents, choking agents, and riot control agents such as pepper spray. The release of poisonous chemicals, like phosgene or lewisite, hydrogen cyanide, chlorine, or pesticides can cause mass casualties within an exposed population. The determination of whether the agent used is an infectious agent or a chemical toxin is difficult in the early stages of investigation. Most chemical attacks will be localized, and the effects will be evident within minutes. Chemical agent attacks will require immediate reaction from primary responders, fire/rescue, law enforcement, and emergency room staff.

- **Nuclear Terrorism -** A nuclear blast is an explosion with intense heat and light, a pressure wave, and widespread radioactive material. Dirty bombs are the use of a common explosive device to spread radioactive material. Radiological hazards come in the form of Alpha, Beta, and Gamma Rays. Normal hazardous materials procedures are to be followed with emphasis placed on time, distance, and shielding. Limiting exposure is a key factor.

- **Explosive/Incendiary Device -** Explosive devices are the most common, easily obtained method used by terrorists to cause property damage, loss of life, and widespread panic. Explosive/incendiary devices come in a variety of shapes, sizes and types. Terrorists may use a small pipe bomb, vehicle containing an explosive such as ANFO, or a potential military

grade weapon. Delivery methods may be hand thrown, stationary, or self-propelled with triggering methods ranging from mechanical or electronic, to the use of chemical reactions. Emergency workers should also be alert to the potential for a secondary explosive device often planted in evacuation routes. Explosive and/or incendiary devices can be constructed to look like almost anything, and can be placed or delivered in any number of ways. The explosive and/or incendiary device, to date, has been the weapon of choice by terrorists. These devices are capable of causing mass casualties through explosion and/or incineration. Both explosion and incineration can cause tremendous structural damage and fire. The first responder should be cautioned that the explosive device can be detonated remotely or can be rigged as a "booby trap." Additionally, first responders should be cautious of explosive devices used as secondary devices in a terrorist incident.

- **Cyber Terrorism -** "Society is increasingly relying on new information technologies and the Internet to conduct business, manage industrial activities, engage in personal communications, and perform scientific research. While these technologies allow for enormous gains in efficiency, productivity, and communications, they also create new vulnerabilities to those who would do harm. The same interconnectivity that allows us to transmit information around the globe at the click of a mouse or push of a button also creates unprecedented opportunities for criminals, terrorists, and hostile foreign nation-states who might seek to steal money or proprietary data, invade private records, conduct industrial espionage, cause a vital infrastructure to cease operations, or engage in "Information Warfare".

3. The following areas are identified as possible terrorist targets based upon their vulnerability, proximity to large population areas, community/public visibility, and/or political significance. North Bay Village Police Department will identify potential targets and vulnerabilities within their jurisdictions. The triggers to elevate law enforcement protection of an identified vulnerability are dependent on identifying threats and the understanding of how terrorists select potential targets.

   - Traffic Patterns and Highways
   - Trucking and Transport Activity

- Waterways
- Bridges
- Government Facilities
- Recreational Facilities

C. **Responsibilities**

1. **Local** - The Police Department will be responsible for initially managing terrorism incidents. Because this is a Federal crime scene, outside agencies such as the FBI will be directly involved. A Unified Command System following NIMS standards will be used. A command post or local EOC will be established to manage resources and coordinate the event.

    - The Unified Command (IC/UC) has overall control of all operations. The IC is responsible for all public and personnel life safety issues as well as the development of an action plan to mitigate the situation.

    - A Joint Information Center (JIC) may be necessary to coordinate information among all agencies and the media.

The Police Department is responsible for securing the perimeter, managing crowd control, assisting in evacuation measures, traffic control, law enforcement activities, and for the initial crime scene investigation.

- Additional assistance related to law enforcement activities will utilize the FBI and/or other federal agencies.

- The North Bay Village Police Department and Miami-Dade County Fire Department are responsible for the initial identification, search/rescue if possible, fire suppression, decontamination, and immediate treatment of patients or casualties. Assistance in securing, removing, advanced decontamination, and disposing of the material or substance will utilize regional or Federal Hazmat teams.

- If Village personnel are involved in a spill, leak, or unknown substance or device at their facility, they should evacuate the area and stay at a safe distance until the material/device has been identified, hazards assessed, and corrective actions taken.

- Other Village departments such as Public Works may be called to assist with functions.

- For situations where biological or other health hazards are

involved, local hospitals the Miami-Dade County Health Department will be involved.

- Ensure all personnel are in the appropriate level of personal protective equipment.

- Follow guidelines as established for hazardous materials incidents including hot, warm, and cold zones.

2. **State Support Resources**

   a. **State Emergency Response Team (SERT)** - The SERT is composed of representatives of state and local agencies that coordinate assets for Terrorist/WMD incidents. These types of incidents that impact Florida can quickly exceed the response and recovery capabilities of local jurisdictions. During the response phase of such events, the SERT, located at the State Emergency Operations Center (SEOC), coordinates the deployment of state resources, personnel, interstate mutual aid, and federal resources to support local agencies.

   b. **44th Civil Support Team (CST)** - The Florida National Guard has a Weapons of Mass Destruction (WMD) Civil Support Team (CST) that is designed to support local Incident Command and local emergency responders as well as provide mutual support to other WMD CST elements. The WMD CST is a National Guard unit specifically designed for domestic security support. The CST is normally under state control and may be employed and as a state asset without DOD authorization. The WMD CST is neither designed nor intended to replace functions carried out under the Incident Command nor to replace those functions performed by the emergency first responder community.

   c. **DEP Environmental Terrorism Response Team (ERT)** - The ERT is a special team consisting of DEP environmental investigators, emergency responders and uniformed officers along with representation from DOH, DOT, DACS, and the U.S. EPA Investigation Division. The Team is available to support incident commanders with hazardous materials and industrial chemicals. Local ERT personnel can be on scene within three hours and the full team deployed within twelve hours of notification.

   d. **State Laboratories** - Department of Health, Department of Agriculture and Consumer Services, State Fire Marshal and the Department of Environmental Protection maintain labs available

to conduct a wide range of analysis functions. Each has a certain expertise available to support local operations.

D. **Preparedness Activities** - Threat levels and terrorist activities are constantly being monitored by the North Bay Village Police Department Police Department as well as all law enforcement agencies. Information related to terrorist activities will be shared among agencies.

- Annual terrorism training is offered and a terrorism exercise is normally conducted annually with the Police and Fire Departments.

- The Police Department and local law enforcement agencies maintain a communication network advising of threat levels and activity in the area.

E. **Response Activities** - The approach to any potentially hazardous condition including biological hazards, explosives, chemical, and nuclear or radiological devices must be made with a plan that includes an assessment of hazard and exposure potential, respiratory protection needs, entry conditions, exit routes, sheltering/evacuation, and decontamination strategies. Personnel should always be alert to the potential for a secondary device.

Areas contaminated which may not be initially obvious are food products, airborne substances, or contamination of the water supply. While many WMD situations are false, the response must be taken seriously.

1. **Establish Threat Levels -** Determination of an agency's activation will be based on the information surrounding the threat/event and the subsequent designation of one of four designated notification levels. The United States Government Interagency Domestic Terrorism Concept of Operations Plan (CONPLAN) established a range of threat levels determined by the FBI that serves to frame the nature and scope of the federal response. Each threat level provides for an escalating range of actions that will be implemented concurrently for crisis and consequence management. Specific actions will take place, which are synchronized to each threat level, ensuring that all agencies are operating jointly with consistently executed plans. These threat levels are described below:

   - **Minimal Threat -** Received threats do not warrant actions beyond normal liaison notifications or placing assets or resources on a heightened alert.

- **Potential Threat -** Intelligence or an articulated threat indicates a potential for a terrorist incident. However, this threat has not yet been assessed as credible.

- **Credible Threat -** A threat assessment indicates that the potential threat is credible, and confirms the involvement of a weapon of mass destruction in the developing terrorist incident. Intelligence will vary with each threat, and will impact the level of the response. At this threat level, the situation requires the tailoring of response actions to use resources needed to anticipate, prevent, and/or resolve the crisis.

  The threat increases in significance when the presence of an explosive device or weapon of mass destruction capable of causing a significant destructive event, prior to actual injury or loss, is confirmed or when intelligence and circumstances indicate a high probability that a device exists.

- **WMD Incident -** A weapons of mass destruction terrorism incident has occurred which requires an immediate process to identify, acquire, and plan the use of state and federal resources to augment the county's resources in response to limited or major consequences of a terrorist use or employment of a weapon of mass destruction.

  This incident may have resulted in mass casualties. The response is primarily directed toward public safety and welfare and the preservation of human life.

2. The following are issues that will require attention during a WMD event or Agent detection:

   - Identification and isolation
   - Evacuation or shelter in place.
   - Decontamination.
   - Traffic control.
   - Disposition of deceased.
   - Hospital overload.
   - Public fear.
   - Public information.
   - Notification of other agencies and resources.
   - Safety and welfare of emergency workers.

Evidence preservation and criminal prosecution.

3. When arriving on the scene of a potential terrorist agent the

acronym AWARE can be used to protect first responders.

Approach the scene from upwind/upgrade.
Wear SCBA or appropriate personal protective clothing.
Alert other first responders of potentially dangerous conditions.
Restrict entry to the area
Evaluate victims.

4. Response Overview

a. **Local**

1. **9-1-1 Emergency Communications Center:**

- Records information.
- Dispatches first responders.
- Relays information to first responders prior to their arrival on scene.
- Makes notifications as required.

2. **First Responders:**

- Make initial assessments.
- Establish an Incident Command system (following NIMS).
- Determine if this is a potential weapon of mass destruction (WMD) incident.
- Determine the possibility of terrorist involvement.

- Warn additional responders of potential secondary hazards/devices.
- Perform any obvious rescues as incident permits.
- Begin decontamination of victims and rescue personnel.
- Establish security perimeter.
- Determine needs for additional assistance.
- Begin triage and treatment of victims.
- Begin hazard agent identification. Begin Evacuation efforts. Either shelter in place or evacuate.
- Attempt containment of material.

3. **The Incident Commander (IC) or Unified Command (UC):**

- Establish a command post or local EOC and set up an ICS system.
- Notifies medical facilities, Miami Dade County/North Miami Beach EOC and other local organizations, as outlined in the Municipal Comprehensive Emergency

Management Plan (MCEMP).

- Requests notification of Federal Bureau of Investigations (FBI) field office.
- Coordinates resources.
- Seek declaration of a state of emergency.
- Provides information to Public Information Officer (PIO).
- Coordinates with local and State EOC and federal agencies as required.
- Requests state and federal assistance, as necessary, through the EOC.

4. **Document/Critique -** A debriefing and critique should be held after the incident with all agencies involved to discuss problems and corrective actions needed. It is important to document all activities, equipment used, and personnel for reimbursement.

5. **FBI Special Agent-in-Charge (SAC):**

- Supports local law enforcement.
- Determines WMD terrorist incident has occurred.
- Notifies Strategic Information and Operations Center (SIOC).

F. **Recovery Activities** - Short-term recovery is any action taken to return vital functions and critical infrastructure to a minimum operating standard. Long- term recovery includes restoring life to a normal or improved state. Activities are initiated to assess damages, needs, and available resources and coordinate relief efforts. Recovery activities for a terrorism incident will vary based on the material, exposure, and magnitude of damage. Follow general MCEMP guidelines for all disaster recovery operations.

1. The IC or UC will coordinate the initial recovery activities.
2. Planning and Development will be responsible for damage assessment for large scale incidents.
3. Public Works will be responsible for any debris removal or infrastructure repair.
4. The Finance Department will be involved in Insurance information and claims for Village buildings and equipment.

APPENDIX IV. DISEASE/PANDEMIC INFLUENZA

A. Introduction

A pandemic is an infectious disease epidemic that affects people worldwide over an extensive geographical area. Approximately every

39 years an epidemic occurs which takes millions of lives worldwide. The COVID-19 Pandemic is the most recent example of a worldwide pandemic that had a significant impact on society for over two years. The unknowns with pandemic influenza are the timing, the severity, what drugs may work, and the lack of an effective vaccine. Historical problems that impacted the spread include rapid population mixing, overseas deployment, lack of communication, no early quarantines, and a weak public infrastructure.

A pandemic will affect every sector of our society including health care, transportation, work-place, schools, public safety, and more. There could be a widespread breakdown in municipal services and social order including a loss of public transportation, electricity, and food shortages.

B. **General Information**

Influenza (also called Flu) is a contagious respiratory illness caused by an influenza virus. It can be mild to severe and at times can lead to death. Flu viruses spread from person to person usually in respiratory droplets by touching an affected area or by coughing and sneezing. Older people, young children, and persons with health conditions are at a higher risk for serious flu complications.

Persons appearing healthy may infect others beginning the day before symptoms develop and up to 5 days after becoming sick. Complications may include bacterial pneumonia, dehydration, and worsening of chronic medical conditions. The best protection for the flu is to be vaccinated, however each year new strains or mutated viruses occur which may offer no protection from the vaccination.

- Key Assumptions:

1. There will be only a short window between when a virus is causing the disease and when it becomes widespread.

2. Vaccines won't be available for 6-9 months after the epidemic starts. Vaccinate personnel as soon as it is available.

3. You can assume once it starts that there will be little or no help from the state and federal government.

4. This will not be just a local issue; it will be a state and national problem that will continue for months.

C. **Responsibilities**

- The CDC (Center for Disease Control) should maintain a national alertness to the potential for a pandemic outbreak in the U.S.
- The State of Florida Department of Health will assist Miami-Dade County Health Department with information and resources if available.
- The County Department of Health will be the lead agency in Miami-Dade County.
- They will be responsible along with doctors, hospitals, and clinics for surveillance and documentation of known cases.
- The County Department of Health will be responsible for distributing vaccine and keeping the public and governmental agencies aware of the current situation and hazards.
- Local government may have to take actions to reduce activities and potential spread by reducing group functions, closings school, and large public gatherings.
- Quarantine measures may have to be mandated to isolate the sick.
- First Responders will need to ensure that personal protective equipment is utilized (gloves, masks, etc.).
- Law enforcement officers will be responsible for civil disorders.
- Much of the responsibility for prevention falls on the individual. Change social norms (personal hygiene), restrict travel, and recognize complications early.

D. **Preparedness**

- The key to minimizing the epidemic is preparedness.
- Monitor the national and local levels for number of influenza cases.
- Educate the public on methods to reduce the risk and current status. Experts agree that the simplest way to stop the spread of any flu is good hygiene habits.
- If necessary isolate and restrict travel, meetings, group activities, etc.
- Vaccinate early, beginning with emergency service workers.
- Plan for large numbers of Village workers not available.
- Plan for crowded medical facilities, limited vaccines, and increased civil disturbances.
- Plan for a reduction of fuel, food, and other supplies.
- Plan for an extended time frame.

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: **A Resolution Authorizing Issuance of a Work Order to BCC Engineering, LLC in the Amount of $51,400.00 for the Treasure Island Parking Study -** ***Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO BCC ENGINEERING, LLC FOR A TREASURE ISLAND PARKING STUDY IN AN AMOUNT NOT TO EXCEED $51,400.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The purpose of the proposed initiative would be to conduct a parking study and ultimately launch a new parking program in conjunction with Pay by Phone to address the parking challenges faced by residents, visitors, and various locations throughout Treasure Island.

The study would assess the characteristics that affect the daily life of the Island's residents and visitors. Treasure Island consists of 150 acres of land area surrounded by Biscayne Bay. The Island is significantly developed with diverse, horizontally mixed-use development. The diversity of land use, while providing for excellent walkable community fabric, can exacerbate impacts from unmanaged parking demands that exceed parking supply within walk sheds. Many of the land uses on Treasure Island are legacy uses, constructed when parking requirements were significantly less than the current demands for parking spaces. To improve the quality of life, economic viability of the commercial areas, and development opportunities, a parking study will be performed as part of this Work Order (WO) to define the parameters and develop parking management strategies to accomplish these goals.

The parking study will achieve three objectives:

1. To determine how much parking the Village provides in the study area.
2. To determine how parking is being utilized and whether demand exceeds capacity.
3. Identify feasible management strategies that are satisfactory to residents and businesses.

BCC Engineering, LLC in partnership with Corradino Group, Inc., will perform the parking study, including opportunities for public input throughout the process.

It is recommended that the Village Commission approve the proposed Work Order to BCC Engineering, LLC in the Amount of $51,400.00 for the Treasure Island Parking Study.

Approval of this item will help to make North Bay Village safer and more livable; as such, it promotes the pillar of Livability.

Livability

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

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
The 2023-2024 adopted budget provides $55,000 for the parking study under Street Maintenance Fund, GL 112.18.541.6308, Project number SMF24-01.Â WO #010 for $51,400 will be paid from this GL

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution WO - BCC Corradino - Parking Study.DOCX
Exhibit A - WO #10 -BCC Parking Study

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO BCC ENGINEERING, LLC FOR A TREASURE ISLAND PARKING STUDY IN AN AMOUNT NOT TO EXCEED $51,400.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the RFQ, the Village Commission selected BCC Engineering, LLC (the "Consultant") as one of the consultants to provide the Services and authorized the Village Manager to execute an agreement with Consultant (the "Agreement"); and

WHEREAS, the Village wishes to conduct a parking study in Treasure Island (the "Project") in order to improve quality of life, economic viability of commercial areas, and development opportunities; and

WHEREAS, Consultant has provided a proposal (the "Proposal"), attached hereto as Exhibit "A," to perform professional services for the Project in the amount of $51,400.00; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement previously entered into between the Village and Consultant in an amount not to exceed $51,400.00; 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 $51,400.00, consistent with the Agreement previously executed.

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

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

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

Mayor 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. 010

DATED THIS _____DAY OF _____, 2023

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NORTH BAY VILLAGE TREASURE ISLAND PARKING STUDY

PROFESSIONAL SERVICES

This Work Order is between North Bay Village, a Florida municipal corporation ("VILLAGE"), and BCC Engineering, LLC. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 6, 2019, and expiring on November 6, 2023.

PROJECT DESCRIPTION

Parking availability and utilization on Treasure Island are one of the most apparent characteristics that affect the daily life of the island's residents and visitors. Where supply and demand become misaligned, economic, educational, and recreational opportunities become inhibited, and residential quality of life becomes strained. Treasure Island defines 150 acres of land area surrounded by Biscayne Bay. It is nearly fully developed with diverse, horizontally mixed-use development. The diversity of land use, while providing for excellent walkable community fabric, also can exacerbate impacts from unmanaged parking demands that exceed parking supply within walk sheds. Many of the land uses on Treasure Island are legacy uses that were constructed at a time when parking requirements were significantly less than what are the current demands for parking spaces.

To improve the quality of life, economic viability of the commercial areas, and development opportunities, a parking study will be performed as part of this Work Order (WO) to define the parameters and develop parking management strategies that will accomplish these goals. The parking study will accomplish three objectives:

1. How much parking is provided in the study area
2. How parking is being utilized and if demand exceeds capacity
3. Identification of feasible management strategies that are satisfactory to residents and businesses

The CONSULTANT will retain Corradino Group, Inc. (CGI) to perform the parking study, while the CONSULTANT will provide project management support.

GENERAL REQUIREMENTS

Design Standards

This project is comprised of performing a study, and design plans will not be developed as part of this WO.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants (CGI). The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked-up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall be prepared in Microsoft Project and shall utilize an estimated Notice-to-Proceed (NTP), based on the best available information. **Exhibit A** outlines the project's tentative schedule with a total duration of five (5) months from NTP.

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include all activities required to complete the parking study. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

Permitting will not be required as part of this WO.

SPECIFIC SCOPE OF SERVICES

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

The Scope of Work is comprised of the following essential tasks:

Task 1 – Project Coordination & Project Management
Task 2 – Parking Study

Task 1 – Project Coordination & Project Management

As part of this task, the CONSULTANT will attend up to (5) progress meetings and will provide Project Management activities.

Task 2 – Traffic Study

The CONSULTANT will retain CGI to perform the parking study. The parking study will include the following tasks:

Task 1 Public Involvement
Task 2 Data Acquisition
Task 3 Existing and Future Conditions Analysis
Task 4 Parking Management Strategies
Task 5 Treasure Island Parking Plan

A detailed breakdown of the scope of work and deliverables associated with each task is included in **Exhibit B**.

PROJECT ASSUMPTIONS

1. VILLAGE shall provide all available data applicable to this project.
2. VILLAGE shall provide existing electronic GIS files, if available. It is the CONSULTANT's responsibility to verify accuracy.
3. The CONSULTANT will not collect necessary additional data (i.e., LiDAR, seawall survey, etc.) identified during the data gap analysis.
4. The CONSULTANT will not perform hydrologic/hydraulic modeling of improvement projects.
5. The CONSULTANT will not obtain permits from the following agencies
6. The CONSULTANT will not obtain Site Plan approval, and platting are not included in this proposal.
7. The CONSULTANT will not perform title searches of viable parcels to implement the project.
8. The CONSULTANT will not perform any work related to utility relocation, and design of any kind is not included in this proposal.
9. The CONSULTANT will not perform revisions to plans due to changed field conditions caused by others after preparation of the design has begun shall be addressed as additional services.
10. The CONSULTANT will not attend or prepare for public hearings, commission meetings, or regulatory meetings other than those listed in the scope of services shall be billed on a time and material basis in accordance with the attached schedule of billing rates.
11. The CONSULTANT will not perform other activities not explicitly outlined in the Scope of Work.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this WO, 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 outlined in the scope of work within five (5) months of the NTP.

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 on a lump sum basis. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Once the VILLAGE's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the VILLAGE's accounts payable department via email (Pwdocuments@nbvillage.com) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Summary of Compensation			
Task(s)	**Project Activity Description**	**Amendment Fee**	**Fee Basis**
1	Project Coordination & Project Management	$4,200.00	Lump Sum
2	Parking Study	$47,200.00	Lump Sum
	TOTAL	**$51,400.00**	

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters, EI
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(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

Victor H. Herrera, PE
Senior Vice President
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: vherrera@bcceng.com
Phone: (305) 670-2350

Alex Vazquez, PE, CFM
Director of Water Resources
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: avazquez@bcceng.com
Phone: (305) 670-2350

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, PhD
TITLE: Village Manager

BY: _____
Name: Alba Chang, MMC
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:

Sebastian Hernandez
[Witness print/type name]

Estrella Rodriguez
[Witness print/type name]

(CORPORATE SEAL)

BCC Engineering, LLC, a Florida limited liability company.

Victor H. Herrera
[Print Name, check title]

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Jose A. Munoz
[Print Name]

STATE OF Florida :
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 27th day of September, 2023, by Victor Herrera as Senior Vice President for BCC Engineering, LLC, a Florida LLC company (or corporation).

(SEAL)

VANESSA AYMERICH
Notary Public
State of Florida
Comm# HH402823
Expires 5/24/2027

(Signature of Notary Public – State of Florida)

Vanessa Aymerich.
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known Yes OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Project Tentative Schedule

Task		Month 1		Month 2		Month 3		Month 4		Month 5		Cost
1	Public Involvement		★								★	$ 5,500
2	Data Acquisition											$ 20,500
3	Existing and Futuer Conditions Analysis											$ 9,200
4	Parking Management Strategies											$ 7,400
5	Treasure Island Parking Plan											$ 4,600
	Total Cost											$ 47,200
	Public Meetings	★										

Exhibit B – Corradino Group, Inc. Scope of Services and Fee

Date: May 24, 2023

To: Ralph Rosado, PhD, AICP, Village Manager

From: Mark Alvarez, The Corradino Group

Subject: **NORTH BAY VILLAGE TREASURE ISLAND PARKING STUDY**

TREASURE ISLAND PARKING STUDY

Scope of Services

THE CORRADINO GROUP

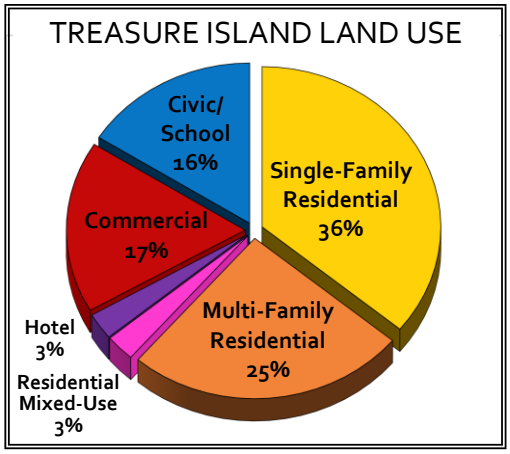


Parking availability and utilization on Treasure Island is one of the most apparent characteristics that affect the daily life of the island's residents and visitors. Where supply and demand become misaligned, economic, educational, and recreational opportunities become inhibited and residential quality-of-life becomes strained. Treasure Island defines 150 acres of land area surrounded by Biscayne Bay. It is near fully developed with diverse, horizontally mixed-use development as illustrated in the chart below. The diversity of land use, while providing for excellent walkable community fabric, also can exacerbate impacts from unmanaged parking demands that exceed parking supply within walk sheds. Many of the land uses on Treasure Island are legacy uses that were constructed at a time when parking requirements were significantly less than what are current demands for parking spaces.

To improve the quality-of-life, economic viability of the commercial areas, and development opportunities, a parking study is requested to define the parameters and develop parking management strategies that will accomplish these goals. The parking study will accomplish three objectives:

1. How much parking is provided in the study area
2. How parking is being utilized and if demand exceeds capacity
3. Identification of feasible management strategies that are satisfactory to residents and businesses





The following scope of services is offered to achieve the Treasure Island parking management objectives of North Bay Village. The scope includes five tasks and is anticipated to be 6 months in duration. The study area for the scope will be all of Treasure Island that is south of the Kennedy Causeway.

SCOPE OF SERVICES

TASK 1 PUBLIC INVOLVEMENT

A project steering committee will be established to guide the overall direction of the work, to assist with permissions for data collection on private or public properties, and to facilitate consensus toward implementation of the recommendations of the study. The steering committee will include the Village Manager or designee, Village Public Works Director, Village Building & Planning Director, single-family homeowners association representative, condominium association representative, commercial property representative, and others as the Village proposes. The Steering Committee meetings will be open to the public and will have agendas that are focused on task-relevant problem solving and decisions.

As part of the project kick-off meeting with Village staff, we will take recommendations for steering committee members and contact the members to schedule the meetings. We will hold an initial meeting with the steering committee to discuss the project purpose, outcomes, schedule, and data needs that committee members may help facilitate. We plan on two scheduled steering committee meetings throughout the study. All of the meetings will be held in-person, with virtual engagement optional for members. Specific dates will be determined.

At the onset of the project an initial public workshop will be held to introduce the project, discuss data needs and objectives, as well as understand the publics desires as a result of this effort.

The final study and recommendations will be presented at a public meeting of the Mayor and Commission of North Bay Village for comment and adoption as an implementable plan.

A tentative schedule is suggested below, based on a presumed kick-off in October 2023.

Meeting 1	*Project Introduction, Data Needs, Objectives*	October 2023
Meeting 2	Village Commission Presentation	January 2024

TASK 2 DATA ACQUISITION

Task 2 will establish the existing conditions, acquire available existing condition data regarding parking, and collect primary data as needed for existing parking patterns and utilization.

Task 2-a. Existing Data Sources:

- existing development by block, use and number of units (floor area for commercial, dwelling units for residential and hotel
- near-term, new development scenario provided by the Village
- zoning regulations by block with relevance to parking requirements and potential build-out or change of tenants
- parking inventory by block based on permit records, Village GIS information and field or aerial verification as required
- parking utilization, management, and pricing for public parking as available

- resident demographic information as pertinent to automobile use, mobility and parking based on census data and GIS information
- traffic volume, seasonal patterns, and trip growth data from the Dade-County travel model
- Village roadway-related reconstruction plans to identify potential opportunities to increase on-street parking supply.

Task 2-b. Primary Parking Data to be Collected:

- To identify, parking issues, impacts, needs and preferences beyond the data, an on-line survey will be performed for residents and business owner/operators. The survey will be provided using an on-line format similar to Survey Monkey. We will coordinate with the Village staff to administer and publicize the survey.
- Accumulation, turnover and occupancy studies of three sample locations for high-rise multi-family, low-rise multi-family development, and commercial uses. For each site, two one-day samples will be collected, comprised of a weekday and weekend day. Counts will be taken from 8 am to 7 pm. Where private lots are to be surveyed, we will require permission of the owners, using the Village staff and/or steering committee member to help obtain permissions.
- Occupancy studies of public rights-of-way on the island will be performed. The occupancy studies, being a "snapshot" of conditions, will be performed between 9am and 10am ,and between 6pm and 7pm for two one-day samples, comprised of a weekday and weekend day.

TASK 3 EXISTING AND FUTURE CONDITIONS ANALYSIS

Parking and mobility deficiencies, opportunities and needs will be identified in Task 3. Existing and future parking deficiencies will be identified by block based on:

a) existing development;
b) future conditions based on a near-term projected development scenario provided by the Village;
c) long-term, build-out development scenario based on the margin between existing development and allowable residential densities and commercial intensities of development.

TASK 4 PARKING MANAGEMENT STRATEGIES

Parking management strategies are a critical characteristic for efficient operation of parking supply, to maintaining good utilization, and to minimize adverse impacts. Strategies will be identified, and qualitatively analyzed for their potential benefits for the public good and the economics of the CRA plan. Parking demand management and capacity strategies may include:

- static wayfinding signage for the school and civic uses;
- dynamic wayfinding signage and/or transit smartphone applications for visitor parking for the school and civic uses combined with smart metering;
- identification of legacy buildings and parking permit program for legacy buildings;
- regulation changes for legacy buildings;
- non-legacy building code changes to meet future demands;
- single-family neighborhood permit program;
- parking permit fees as a tool for demand management;
- potentials for public private partnerships for shared parking with commercial uses;
- identification of potential additional on-street parking capacity.

The findings of Task 4 will be presented to the Project Steering Committee and at the Public Workshop before finalizing the plan recommendations.

TASK 5 TREASURE ISLAND PARKING PLAN

Tasks 1 through 4 will be documented and provided in a report with data appendices. A draft report will be provided to the Village staff for review. Upon receipt of comments and approval, a final report will be provided along with a Power Point presentation. The final report and presentation will be provided by the Corradino Project Manager to the Village Commission at a public meeting for adoption.

SCHEDULE

Task		Month 1		Month 2		Month 3		Month 4		Month 5		Cost
1	Public Involvement		★								★	$ 5,500
2	Data Acquisition											$ 20,500
3	Existing and Futuer Conditions Analysis											$ 9,200
4	Parking Management Strategies											$ 7,400
5	Treasure Island Parking Plan											$ 4,600
	Total Cost											$ 47,200
	Public Meetings	★										

The time to complete the *Treasure Island Parking Study* will be 5 months from beginning to end, with task durations and milestones delivered according to the chart below. The proposed schedule is based on a notice-to-proceed in October 2023. If later, the schedule will be adjusted accordingly.

COST

The cost for the scope for performing the *Treasure Island Parking Study* will be provided as a fixed-fee effort, with monthly invoices on a percent-complete basis. The fees for each task, contingency and in total will be in accordance with the schedule cost below.

Task 1	Public Involvement	$ 5,500
Task 2	Data Acquisition	$ 20,500
Task 3	Existing and Future Conditions Analysis	$ 9,200
Task 4	Parking Management Strategies	$ 7,400
Task 5	Treasure Island Parking Plan	$ 4,600
Total		**$ 47,200**

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: **A Resolution Approving a Contract Award for Invitation to Bid 2023-004 to B Sign Group Inc. for the Fabrication and Installation of Street Signs Village-wide - *Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2023-004 TO B SIGN GROUP, INC FOR THE FABRICATION AND INSTALLATION OF STREET SIGNS VILLAGE-WIDE IN AN AMOUNT NOT TO EXCEED $77,912.00; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution to award ITB 2023-004 to BSG B Sign Group for the fabrication and installation of street signs village-wide.

*** Capital Improvement Project**

BACKGROUND AND ANALYSIS

On July 18, 2023, the Village issued Invitation to Bid No. 2023-004 for all labor, equipment and materials for the fabrication and installation of Village street sign. The project scope entails the design, creation, and installation of 62 street signs throughout the entire village.

Project Background

In 2021, the North Bay Village Commission adopted the new NBV Brand Guide. In line with

this guide, the Village aims to craft and set up new street signs. As part of Work Order 011 (WO 011), Stantec completed the design concept for these street signs. This concept underwent review and recommendations were made by Community Enhancement Board. On April 18, 2023 granted approval of proposed designs. The subsequent phase involved the design and fabrication of the actual signs.

Project Status

The Village project team moved to expedite the project by transitioning directly to the bidding stage. The objective was to have the signs designed, fabricated, and installed by a single vendor, constituting a design-build project. The project was announced and the bidding process commenced on July 18, 2023, with the bid opening scheduled for August 28, 2023. The Invitation to Bid reached out to 1,762 suppliers, was downloaded by 25 suppliers, and ultimately received 3 responsive bids.

Approval Request

It is recommended that the Village Commission approve the contract award for ITB 2023-004 to B Sign Group for the manufacturing and installation of 62 street signs across the Village. Three bids that were responsive and met the necessary criteria were submitted. The bid tabulation is enclosed as "Street Sign Bid Tabulation." Staff recommends awarding the contract to the lowest responsible and responsive bidder.

Our decision is based on the following factors: their verified previous performance in similar jobs (as confirmed by provided references), their product fabrication (as described and shown in examples) in the ITB, and their acceptable bid amount to complete the required job.

Furthermore, the bidder provided satisfactory answers to the Public Works Department's inquiries regarding logistics, schedule, and budget.

Funding

The current project cost elements are as follows:

- Stantec WO 011 – Conceptual Designs - $5,555
- BSG B Sign Group – Contractor - $77,912.00 – to be approved

Funding for Street Sign is currently budgeted for this financial year under Transportation Funds, Roads and Street, GL115.18.541.6308, project # TF23-03. $50,000 was allotted for FY23 and there is currently $44,445 remaining that will be rolled back into fund balance (Exhibit B). The original proposed budget for the 5 -Year Capital Plan for FY 2023-24 through FY 2027-28 (Exhibit C) budgeted $25,000 in FY24, $50,000 in FY25, and $50,000 in FY26 for

the Street Sign Replacement Project. The adopted budget presented at the Final Hearing on 9/28/23 has included the total cost of $77,912 the project TF23-03, in FY24 and zeroed out all future year expenditures (Exhibit D).

Project Enhancements

When completed, the project will beautify the Village, enhance residents' experience along the roadway, and augment livability in the Village. Livability is defined below:

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.)

Funding for Street Sign budgeted in FY24 under Transportation Funds, Roads and Street, GL115.18.541.6308, project # TF23-03.

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution ITB No. 23-004 - Street Signs Fabrication-Install.DOCX
Exhibit A - Proposed Contract for Construction - .DOCX
Proposal - B Sign Group.PDF
ITB 2023-004 - Street Sign Fabrication & Installation.pdf
B Signs Bid Tabulation and Eval Sheet.pdf
Exhibit B - Budget Amendment Form-Street Sign Repairs.pdf
Exhibit C - Original Five Year Capital Improvement Plan.pdf
Exhibit D - FIVE-YEAR CAPITAL IMPROVEMENT PLAN - 09.18.23.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2023-004 TO B SIGN GROUP, INC FOR THE FABRICATION AND INSTALLATION OF STREET SIGNS VILLAGE-WIDE IN AN AMOUNT NOT TO EXCEED $77,912.00; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 18, 2023, North Bay Village (the "Village") issued Invitation to Bid No. 2023-004 (the "ITB") for all labor, equipment and materials for the fabrication and installation of Village street signs (the "Project"); and

WHEREAS, electronic notices were posted on the Village's website and DemandStar, and two (2) bids were received by the Village by the June 22, 2022 deadline, with both bidders meeting the required criteria; and

WHEREAS, B Sign Group, Inc (the "Contractor") was the lowest, most responsive, and most responsible bidder, with a bid amount of $77,912.00; and

WHEREAS, pursuant to Section 36.25(D) of the Village Code of Ordinances (the "Code") and the Village Manager's recommendation, the Village Commission desires to award the ITB to the Contractor and authorize the Village Manager to execute a construction contract in substantially the form attached hereto as Exhibit "A" in an amount not to exceed not to exceed $77,912.00, (inclusive of a $5,000 contingency), consistent with the ITB and the Contractor's proposal; 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. Award. That the Village Commission hereby awards the ITB to the Contractor, as the lowest, most responsible, and most responsive bidder. This award, in

and of itself, does not vest Contractor with any contractual rights, absent entering an agreement with the Village.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute a construction contract in substantially the form attached hereto as Exhibit "A" in an amount not to exceed not to exceed $77,912.00 (inclusive of a $5,000 contingency), consistent with the ITB and the Contractor's proposal, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof.

Section 4. 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 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 16th day of October, 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

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____ _____, 2023 (the "Effective Date") by and between the NORTH BAY VILLAGE, FLORIDA, a Florida municipal corporation, (the "Village"), and B SIGN GROUP, Inc., an Indiana profit corporation (the "Contractor").

WHEREAS, the Village issued Invitation to Bid No. 2023-004 (the "ITB") for Village-branded street sign fabrication and installation (the "Project"), which ITB is incorporated herein by reference and made a part hereof as Exhibit "A"; and

WHEREAS, the Village's Project Consultant, Stantec Consulting Services, Inc., has prepared conceptual designs for custom, Village-branded street signs attached hereto as Exhibit "B"; and

WHEREAS, in response to the Village's ITB, the Contractor submitted a bid for the Project ("Bid"), which Bid is incorporated herein by reference and made a part hereof and includes the Price Submittal ("Pricing") attached hereto as Exhibit "C"; and

WHEREAS, Contractor submitted the lowest, responsive, and responsible bid in the amount of 77,912.00 (inclusive of a $5,000 contingency) in response to the ITB and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Village that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

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

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work") including, without limitation as described in ITB No. 2023-004 attached hereto as Exhibit "A," the approved plans, drawings and/or specifications prepared by Stantect Consulting Services, Inc. (the "Project Consultant") attached hereto as Exhibit "B" (the "Plans"), the Contractor's Bid attached hereto as Exhibit "C," and any other documents incorporated herein by reference and made a part of this Contract for the following Project: STREET SIGN FABRICATION AND INSTALLATION

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Village, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Village as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Village. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Village and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Village at no additional cost, including digital l (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Village. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Village. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive

clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Village.

1.5.2. The Village at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Village, the Village assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Village as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Village provided staging site without the prior written approval of the Village.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Village.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor 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. The Contractor shall provide at least fourteen (14) days notice to the Village Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Village as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of

a Notice to Proceed providing a commencement date and issued by the Village Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the Work shall be substantially completed within [INSERT SUBSTANTIAL COMPLETION TIME] calendar days from the date specified in the Notice to Proceed ("Contract Time"). Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. The Work shall be fully completed in accordance with the Contract Documents within [INSERT FINAL COMPLETION TIME] calendar days from the date specified in the Notice to Proceed ("Final Completion Time"). The Final Completion date is defined as the date determined by the Village when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Village all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Village the sum of [SUBSTANTIAL COMPLETION LIQUIDATED DAMAGES TBD BASED ON BID PRICE] for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Village the sum of [FINAL COMPLETION LIQUIDATED DAMAGES TBD BASED ON BID PRICE] for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The Village shall pay the Contractor an amount not to exceed $77,912 (inclusive of a $5,000 contingency) for the performance of the Work in accordance with the line items and unit prices included in Exhibit "C" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract

Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Village as applicable may require further breakdown after review of the Contractor's submittal. The Village reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Village Manager.

3.3. Payment Application Procedures. Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Project Consultant. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Village or Village's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine or Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Village until final completion and acceptance of the Work by Village. In the event there is a dispute between Contractor and Village concerning a Pay Application, dispute resolution procedures shall be conducted by Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Village must include:

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3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Village and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Village;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Village and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Village Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price (including Retainage) as recommended by the Village's Project Consultant and Building Official. Final payment is contingent upon receipt by Village from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Village;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Village to assure a lien-free and claim-free completion of the Work;

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3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. .Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The Village may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Village's Project Consultant, to protect the Village from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Village, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Village has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Village;

3.6.6. The Village has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Village Rights. The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Village. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Village and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Village of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Village.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), ITB No. 2023-003 attached hereto as Exhibit "A" and any other Bidding Documents or procurement documents for the Project, the Plans prepared by the Project Consultant attached hereto as Exhibit "B" (the "Plans"), the Contractor's Bid (including the Schedule of Bid Items-Pricing) attached hereto as Exhibit "C," the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is

agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

4.4. 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 Base 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 Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: This Base Agreement;

4.4.3. Third Priority: Exhibit "B," the Plans prepared by the Project Consultant;

4.4.4. Fourth Priority: Exhibit "A," ITB No. 2023-004;

4.4.5. Fifth Priority: Exhibit "C," the Bid; and

4.4.6. Sixth Priority: Contract Documents, excluding this Base Agreement and Exhibits listed in this Section.

5. INDEMNIFICATION

5.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents, consultants, and employees, from and against any and all demands, claims, losses, expenses, suits, liabilities, causes of action, judgment or damages, including but not limited to legal fees and costs and through appeal, arising out of, related to, resulting from, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including but not limited to by reason of any damage to property, or bodily injury or death incurred or sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful, wanton, or negligent, or grossly negligent acts or omissions of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.. Additionally, the Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination

in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law.

5.2. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. 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 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 Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. 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 Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

6.1.1.2. 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 Contractor 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, Contractor 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.

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

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. If Builder's Risk insurance is not required for this Project, the Village shall select this box: ☐.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, 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 Contract and shall state that such insurance is as required by this Contract. 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 Work, 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.

6.1.2.1. Additional Insured. The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor'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 Contractor's insurance. The Contractor'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.

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

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. Prior to performing any portion of the Work the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village As authorized by Section 255.05(1)(a), Florida Statutes, if this Project is exempt from posting of a payment and performance bond, the Village shall select this box: ☐.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Village and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. <u>No recovery for changed market conditions.</u>

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local

and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the "Pandemics") and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Village shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Section.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Village, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including Village building permits. Prior to commencement of the Work, the Contractor shall provide the Village with copies of all required licenses.

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7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Village, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Village building permits. Prior to commencement of the Work, the Contractor shall provide the Village with copies of all required permits. Village building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. Defective Work; Warranty and Guarantee.

7.4.1. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Village or its designee, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Village prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

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8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Village upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Village funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Village secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be

entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capaVillage or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Village reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Village. The Village reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Village, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Village may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications,

and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Village Code of Ordinances, approved by the Village Council.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Village reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Village directs the Contractor to proceed on a time and materials basis, the Village shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Village.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Village, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.

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

10.4. Waiver of Jury Trial. VILLAGE AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT

OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Contractor 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. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein. The Village is subject to an Intergovernmental Agency Agreement to Perform Traffic Engineering Functions (the "County Agreement"), which regulates the Village's installation and maintenance of branded street name signs. Contractor agrees to comply with the applicable requirements established by the following publications:

A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

B. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6.Ie-1989), including latest revisions;

C. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration; and

D. Miami-Dade County Public Works Manual (available from the Public Works Department, Reproduction Services, 111 N.W. 1 Street, Suite 1604, Miami, FL 33128).

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Village or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Village to represent and act for Contractor and shall inform Village, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Village, Contractor shall replace the unacceptable personnel with personnel acceptable to the Village.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health

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Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Village at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village 's reasonable attorneys' fees and costs incurred in connection therewith.

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

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract 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 Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor 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 Contractor during the term of this Contract ("Work Product") belong to the Village. Contractor 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 Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Village Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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 Contract, and following completion of the Contract until the records are transferred to the Village.

10.17.3. Upon request from the Village's custodian of public records, Contractor 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.

10.17.4. 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 Contract are and shall remain the property of the Village.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor 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 Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

10.17.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Village.

10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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.

10.18. 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.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Village may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Village within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Village will make the final determination as to the removal of unsatisfactory personnel from

the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Village Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Village.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Village to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Village with a proposed MOT plan for review. The Village may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Village may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Village, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act ("ARPA"). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions. If compliance with the ARPA Addendum is required, the Village shall select this box: ☐.

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a "Grant"). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant. If the Work will be funded utilizing Grant funds, the Village shall select this box: ☐.

Grant Title	Grant Agreement Exhibit

If the Work will be funded utilizing Grant funds, the Village shall select this box:☐.

11.9. DBE Contract Assurance.

11.9.1. The Village affirms it has encouraged women-owned, minority-owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

11.9.2. Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Village deems appropriate.

11.10. Scrutinized Companies.

11.10.1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

11.10.2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in

Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

11.10.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

11.10.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract 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)

B SIGN GROUP, INC.

By: _____

Name: _____

Title: _____

Addresses for Notice:

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

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(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

NOTICE TO PROCEED

Dated: _____, 20____

To: _____
_____
_____

Project Name:

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 20____ and _____, 20____, ____/____ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the Village (_____ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

_____

_____

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

North Bay Village, Florida

INVITATION TO BID - NO. 2023-004
STREET SIGN FABRICATION & INSTALLATION

PURCHASING DEPARTMENT
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida, 33141
Telephone (305) 756-7171
Email aatkinson@nbvillage.com

Dear Angela,

The following is our proposal for designing, manufacturing, and installing decorative street signs and posts for North Bay Village.

Our proposed design is made of aluminum components that can be assembled on site for ease of shipping, installing, maintaining, and replacing damaged parts as needed from vehicular or weather-related damage. Our street sign design is engineered to withstand Category I – 135 mph hurricane winds and if signs are damaged from excessive winds or flying debris, they can easily be replaced without replacing the entire unit. All hardware is high strength stainless steel resistant to corrosion.

Material: We are Quoting 1/8" thick sheet aluminum with powder coated finish and DOT approved engineer grade reflective vinyl graphics. Street names will be 4" tall to meet DOT (Manual on Uniform Traffic Control Devices) Standards for roadways with up to 25mph speed limits. Up to 40mph will require 6" letters and larger signs. The post will be all aluminum 10ft x 3" round with decorative post cap powder coated your custom color.

We have also prepared a sample of the 1/8" thick sheet aluminum street sign for your review.

Attached are numerous examples of our work over the years to show our expertise in all aspects needed to successfully complete this contract. Thanks again for the opportunity and please let me know if you have any questions or need additional information.

Best regards,

John Shircliffe
Project Manager, Chief Executive Artisan

References

Our customers will verify the quality and timeliness of our work and the effectiveness of our management/business relations. We have extensive, successful past performance completing projects that are similar in nature, scope, and complexity to yours.

Project Name	Amount	Contact Name	Phone Number	Project Description	Completion Date
City of St. Pete Beach Florida	$168,000+	Brett E. Warner	727-363-9254	Custom Cast Aluminum Streeet Signs & Decorative Posts	10/01/2022
Texas Historical Commission	$1,125,000	Bob Brinkman	512-463-8769	Cast Historical Markers	Ongoing
Equal Justice Initiative	$161,000	Jennifer Harris	276-275-6904	Cast Historical Markers	Ongoing
Georgia Historical Society	$159,000+	Elyse Butler	912-651-2125	Cast Historical Markers	Ongoing
Ports of Indiana	$387,000	Julia Petree	217-749-0711	Corten Steel – LED Monument Signs	9/18/2022
Arlington National Cemetery	$92,000	Howard Gump (CW3)	703-614-7127	Custom Cast Aluminum Signs & Posts	01/01/2018
City of Troy Michigan	$89,000	Russell Bragg	248-619-7658	Custom Memorial Sculpture & Site Work	06/01/2021

Statement of Capabilities and Experience

A. B Sign Group is a full-service sign manufacturer specializing in custom signage and plaques for communities, organizations, parks and developments. We have a 30,000-sf manufacturing facility in southern Indiana where we produce high end quality signs, plaques and accessories that includes a non-ferrous foundry, fabrication shop, print shop, powder coat system and urethane wet spray paint operations.

B. B Sign Group has been specializing in custom decorative street signs since the 1990's and has worked with hundreds of communities across the country to meet their specific needs in design and budget. We have included a preliminary design and sample to consider but will work with you guys to come up with the perfect design if awarded the bid.

C. B Sign Group has served hundreds of communities and organizations, designing, and creating high end, quality signage and custom projects including cast bronze and aluminum historical markers, entry signs, wayfinding, street name, traffic control signage, custom artwork, streetscape arches and elements, memorials and more.

D. Our artisans include myself, Chief Creative Artisan, Sign Designer/Project Manager since 1984; Butler Carter, Lead Designer since 2012; Joey Burns, custom Fabricator since 2004; Mike Hesig, Foundryman Lead Crafter since 2003 and a Team of highly skilled, designers, fabricators, founders, finishers, and installers.

C. B Sign Group always delivers a quality product On Time, On Spec and On Budget. We meet and exceed the expectations of our customers.

BSG B SIGN GROUP

CITY OF NORTH BAY VILLAGE
CONCEPTUAL DESIGN - EXHIBIT A







B SIGN GROUP, 4239 Earnings Way, New Albany, Indiana 47150
812-949-7447 bsigngroup.com

BSG B SIGN GROUP

CITY OF ST. PETE BEACH FLORIDA
CUSTOM CAST ALUMINUM STREET SIGNS & DECORATIVE POSTS



B SIGN GROUP, 4239 Earnings Way, New Albany, Indiana 47150
812-949-7447 bsigngroup.com

BSG B SIGN GROUP

CITY OF TAYLORSVILLE KENTUCKY
MAIN STREET RENOVATION AND SIGN PROJECT



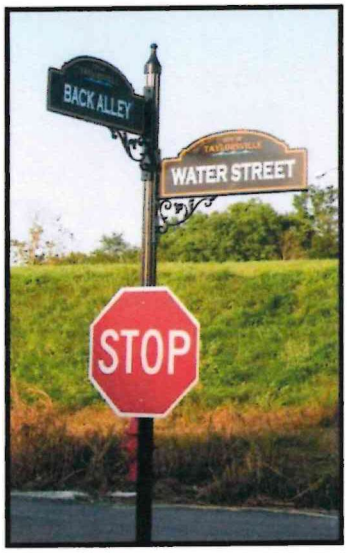
Entrance Signs



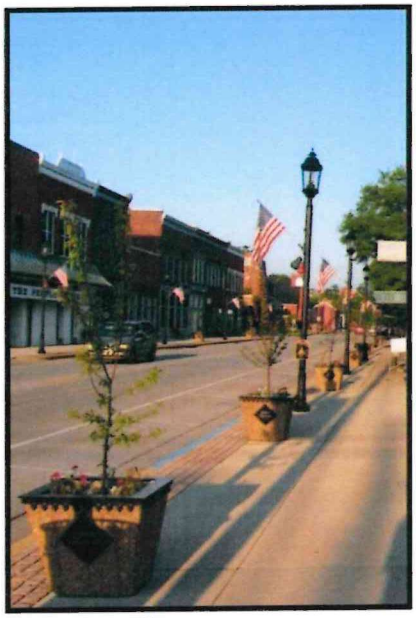
Neighborhoods



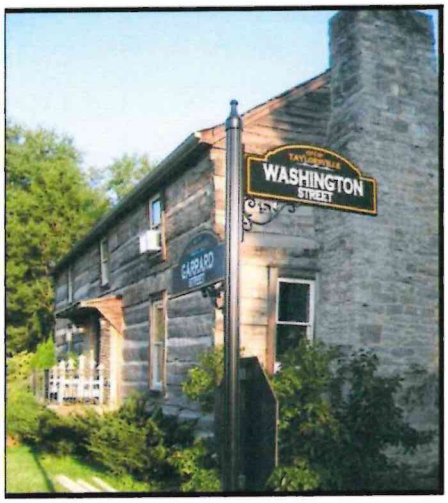
Decorative Fencing



Traffic Control



Streetscapes



Historic Districts

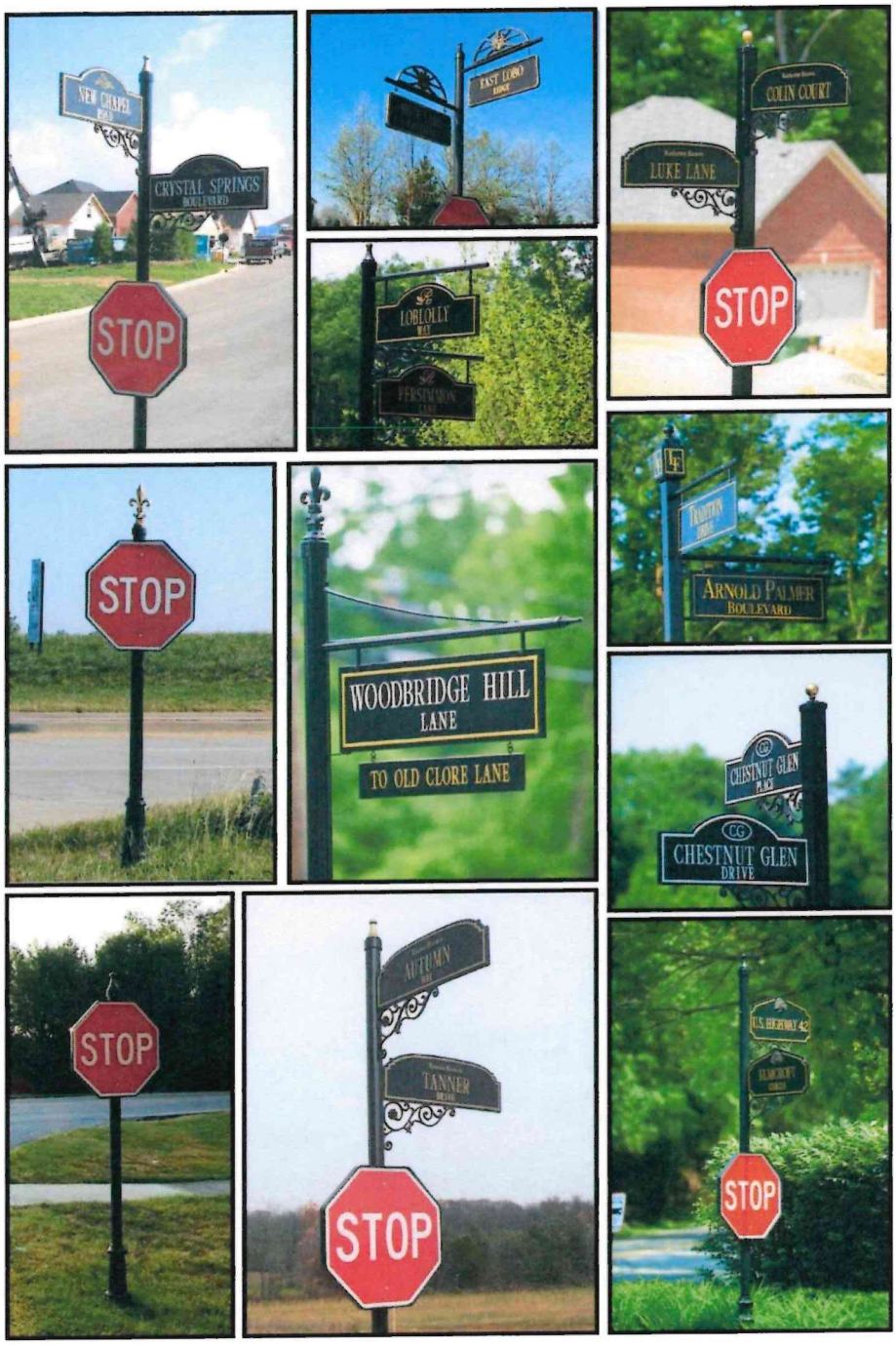


Inlay Bronze

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BSG B SIGN GROUP

CUSTOM CAST STREET SIGNS & DECORATIVE ELEMENTS



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BSG B SIGN GROUP

COMMONWEALTH OF KENTUCKY
MEDAL OF HONOR PLAQUE - CAPITOL ROTUNDA











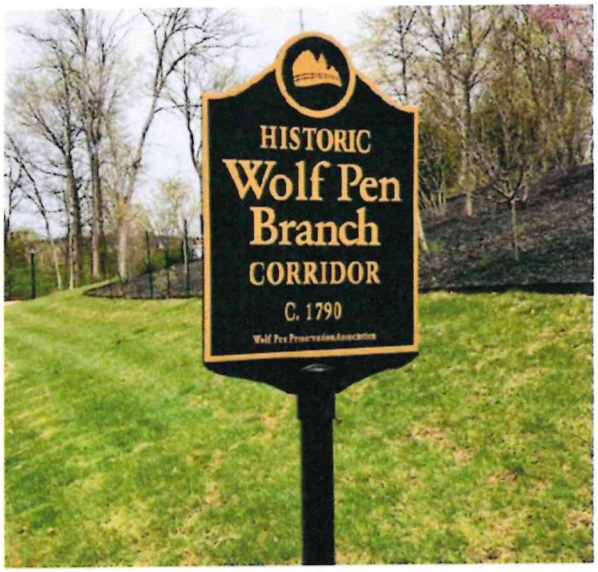


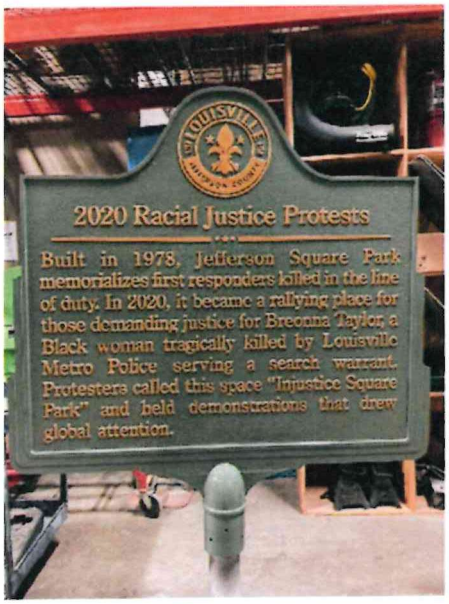
B SIGN GROUP, 4239 Earnings Way, New Albany, Indiana 47150
812-949-7447 bsigngroup.com

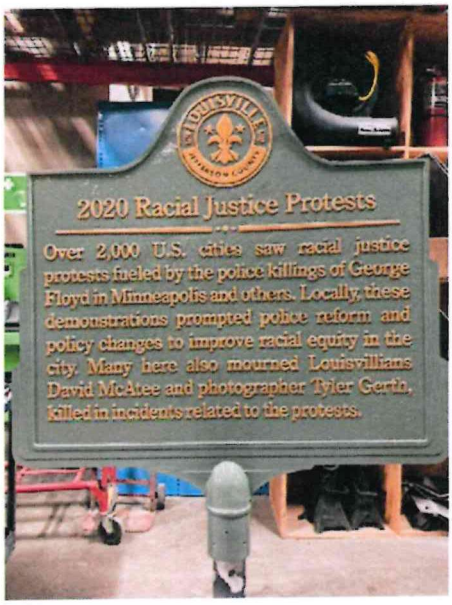
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CITY OF LOUISVILLE
HISTORICAL MARKERS











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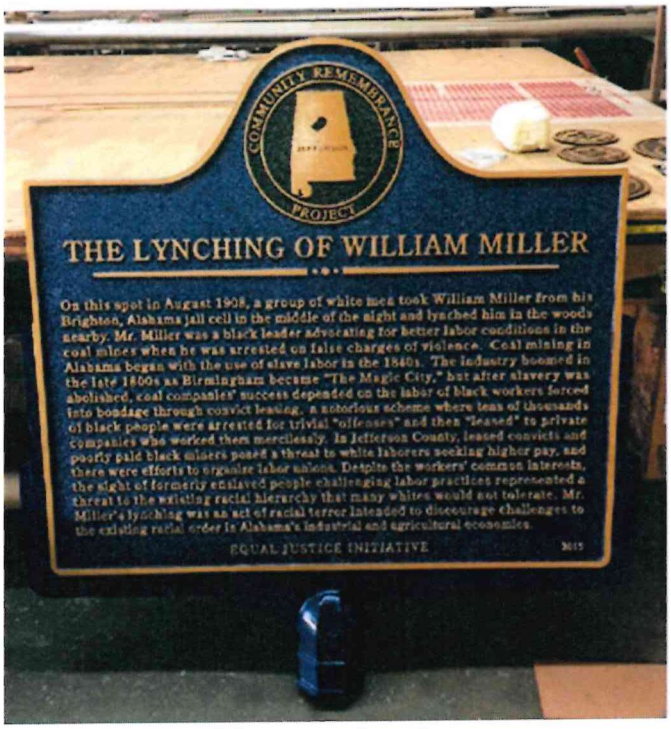
BSG B SIGN GROUP

EQUAL JUSTICE INITIATIVE & GEORGIA HISTORICAL SOCIETY







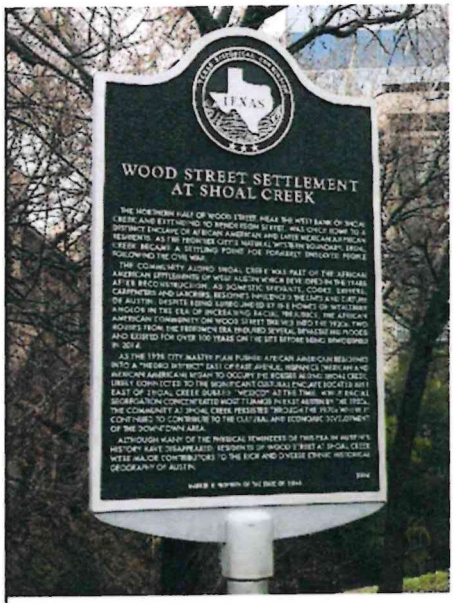


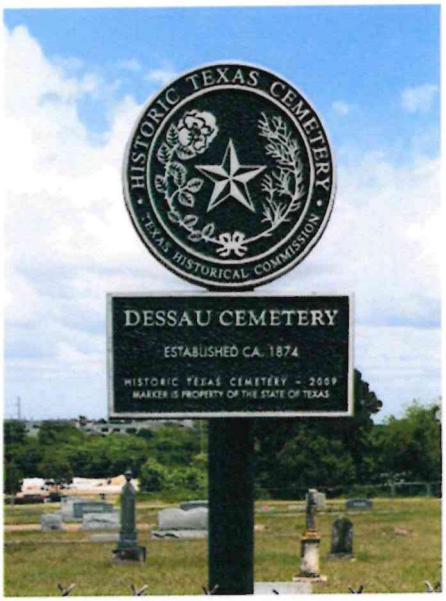


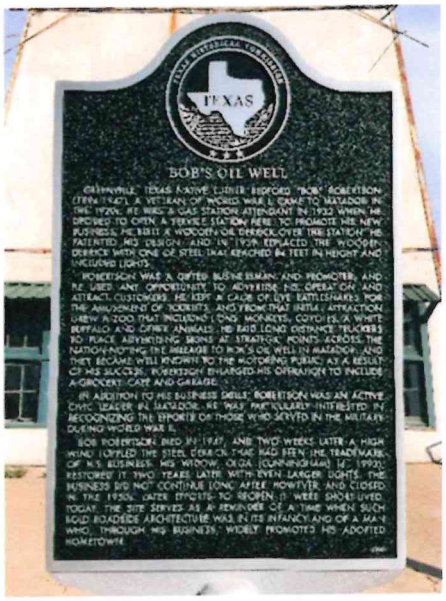
B SIGN GROUP, 4239 Earnings Way, New Albany, Indiana 47150
812-949-7447 bsigngroup.com

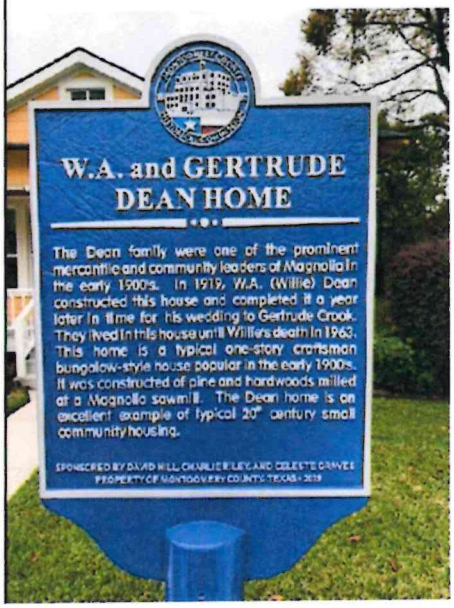
BSG B SIGN GROUP

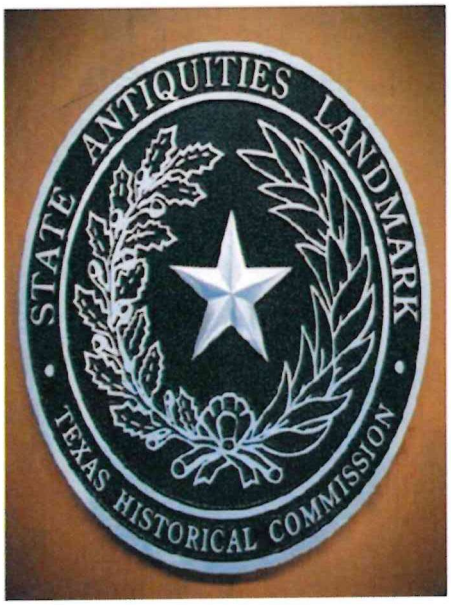
TEXAS HISTORICAL COMMISSION & DEAN HOME









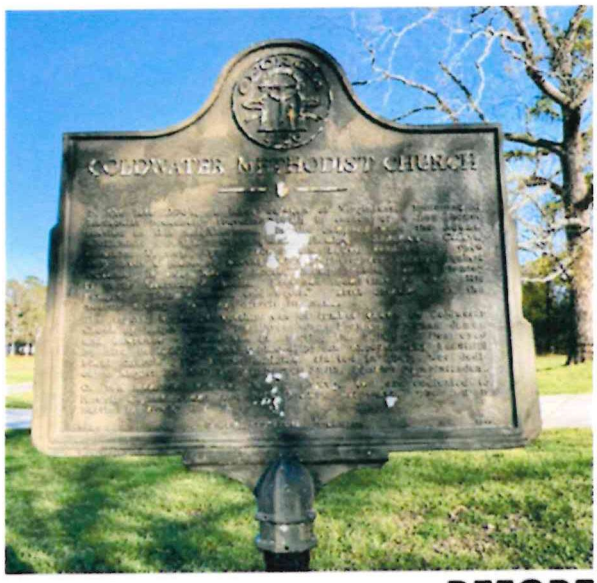




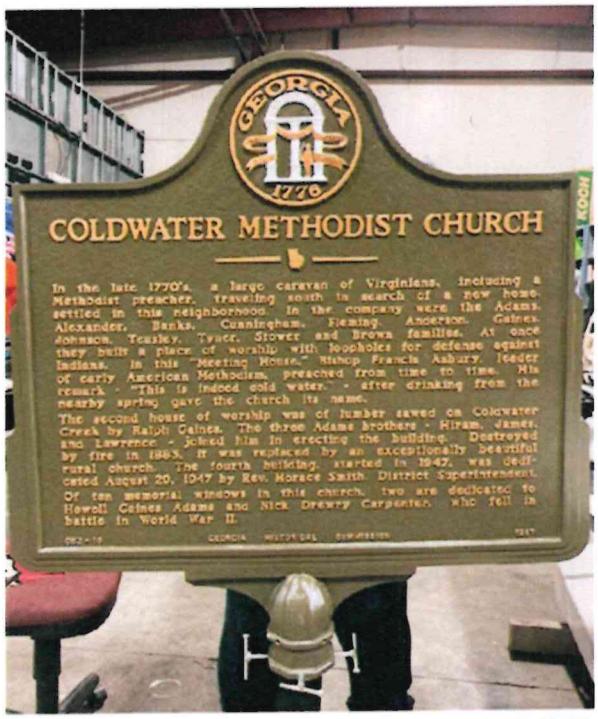
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812-949-7447 bsigngroup.com

BSG B SIGN GROUP

HISTORICAL MARKER REFURB



BEFORE



AFTER

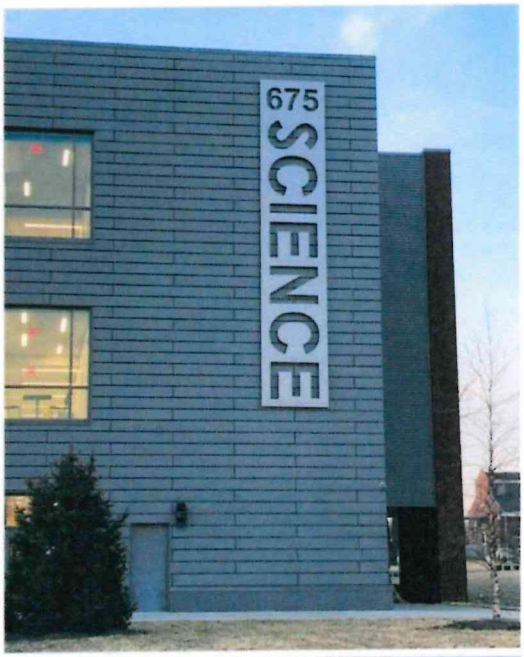
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812-949-7447 bsigngroup.com

BSG B SIGN GROUP

BLUEGRASS COMMUNITY & TECHNICAL COLLEGE
MONUMENT, DIRECTIONAL & ARTISTIC SIGNAGE









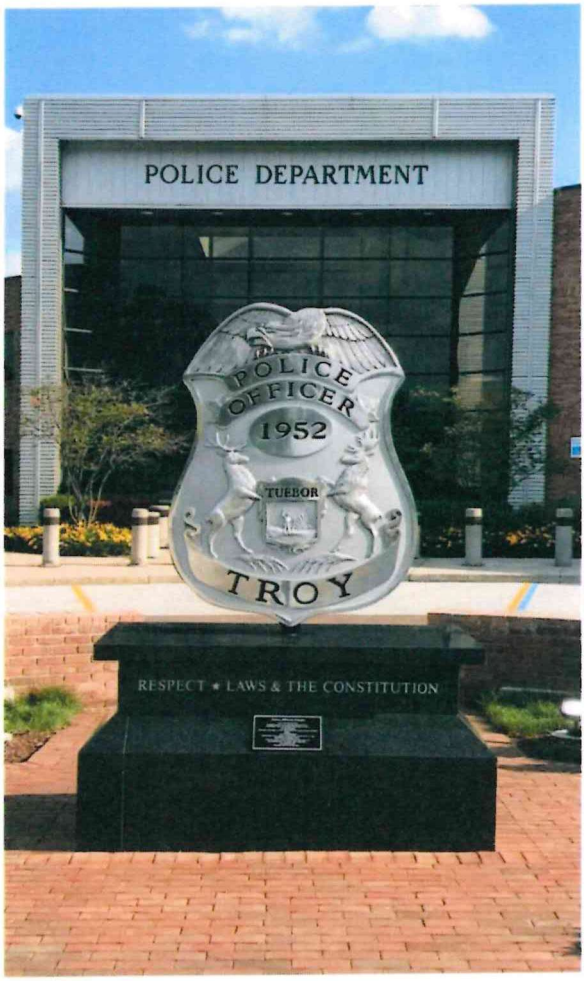


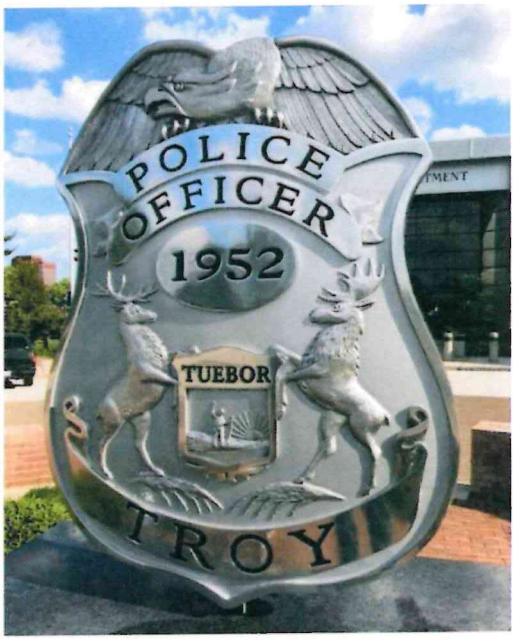


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812-949-7447 bsigngroup.com

BSG B SIGN GROUP

CITY OF TROY, MICHIGAN
POLICE MEMORIAL









B SIGN GROUP, 4239 Earnings Way, New Albany, Indiana 47150
812-949-7447 bsigngroup.com

BSG B SIGN GROUP

KENTUCKY DERBY MUSEUM
GUINNESS BOOK OF WORLD RECORDS – LARGEST HORSESHOE



Penny Chenery, Owner of the Triple Crown Winner Secretariat
Exact replica of Secretariat's horseshoe being fabricated
Now in the Guinness Book of World Records as the largest Horseshoe





Photo of actual horseshoe from Secretariat - replicated by Eagle Sign & Design





Secretariat's horseshoe being fabricated at Eagle Sign & Design

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ARTISANAL PROJECTS



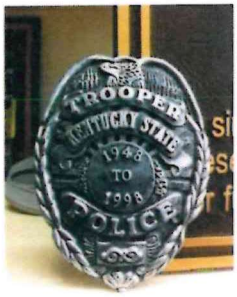
Civil Rights Marker Project



Worlds Largest Horseshoe



Air Force Academy Graduates



Kentucky State Police Memorial



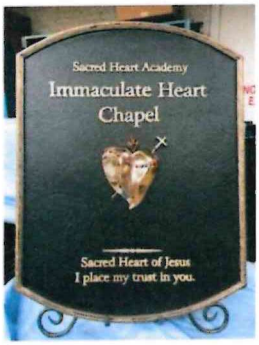
911 Memorial



Cave Hill Cemetery Memorial



Arabian Equestrian Awards



Sacred Heart Chapel Project



City of Hurstbourne Entryway



University of Louisville Plaza



Phoenix Hill Neighborhood Memorial

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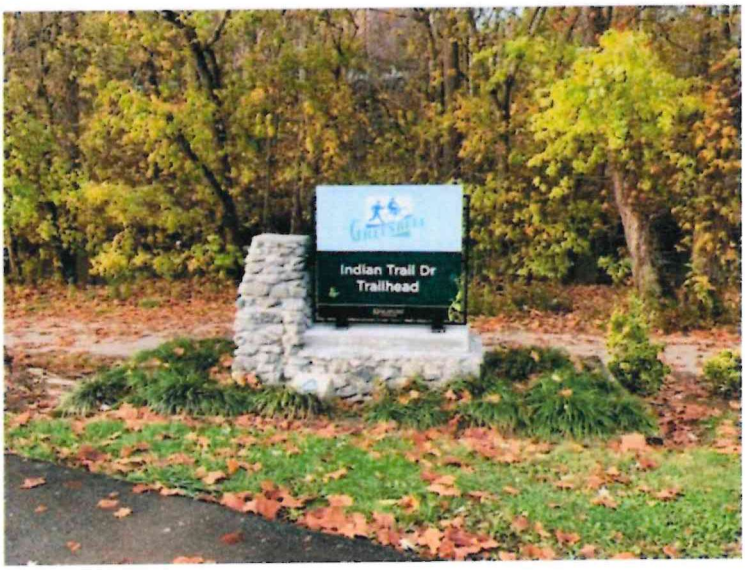
CITY OF KINGSPORT, TN
WAYFINDING, KIOSK & PARK SIGNS











B SIGN GROUP, 4239 Earnings Way, New Albany, Indiana 47150
812-949-7447 bsigngroup.com

BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: STREET SIGN FABRICATION & INSTALLATION BID NO: 2023-004

COMPANY NAME: B SIGN GROUP PHONE NO: 812-949-7446

☒ **1.** Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline.** Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive.

☒ **2** Bid Form/Schedule/Bid Submittal Certification: **Carefully read** *all* **Bid Documents, and properly complete the Bid Form and execute the certification.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*

☒ **3.** Bidder's Qualification Statement: **Complete and sign the** Bidder's Qualification Statement. (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*

☒ **4.** Subcontractor List: **Complete the form.** Marked N/A - No Part Of This Work Will Be Sublet.

☒ **5.** References**: Complete and submit references on the designated Form.**

☒ **6.** Non-Collusion Affidavit: **Sign the Non-Collusion Affidavit and have it notarized**.

☒ **7.** Conflict of Interest: **Complete and sign the form**.

☒ **8.** Drug Free Workplace Form: **Sign the Drug Free Workplace Form**.

☒ **9.** Public Entity Crime Statement: **Sign the Public Entity Crime Statement and have it notarized**.

☒ **10.** E-Verify Affidavit: **Sign the E-Verify Affidavit and have it notarized. Provide proof of enrollment.**

☒ **11.** Proof of Insurance: Include proof of insurance containing ***a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the VILLAGE and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the VILLAGE, and their officers, directors, agents, and employees as "additional insured"***. Attach to the back of your submittal.

☒ **12.** Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal.

☐* **13. Proof that firm is registered with the Florida Division of Corporations https://dos.myflorida.com/sunbiz/ and Business Tax Receipt, if applicable.**

☐ **14. IF** "NO BID" **is offered, please complete the last section in the Bid Form and return it to the Purchasing Department.** N/A

* B Sign Group, an Indiana Corporation, if awarded the BID, and required, will register with the Florida Division of Corporations.

BID FORM

BID NAME: STREET SIGN FABRICATION & INSTALLATION BID NO: 2023-004

Submitted By: John W. Shircliffe (BIDDER) Date: August 25, 2023

A. SCOPE OF WORK

The scope of work consists of contracting with one or more qualified firms to provide Street Sign Fabrication & Installation.

B. BIDDER ACKNOWLEDGES

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the VILLAGE to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the VILLAGE within ten (10) days after the date of VILLAGE'S Notice of Intent to Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that:
   a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
ITB-ITB 2023-004 -0-2023/AA	July 18, 2023	Addendum #2	August 21, 2023		
Exhibit A	July 18, 2023				
Addendum #1	July 25, 2023				

   b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.
   c. BIDDER has given the VILLAGE written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the VILLAGE is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. Communications concerning this Bid shall be as follows:

Contact Person	John W. Shircliffe
Business Address	4239 Earnings Way
City, State, Zip Code	New Albany, IN 47150
Business Phone Number	812-949-7446
Fax Number	502-561-0007
Cell Phone Number	502-773-5419

6. Other pertinent information is as follows:

License Number (Please Attach Copy)	198608-965
Federal Tax ID#	311184539
Federal Employment ID #	

SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, the cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All rates quoted shall include travel means, labor and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the Village work sites.

The Village intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, cleanup, and other means of construction to successfully complete the project in accordance with specifications and construction documents herein.

Item	Description	Est. Qty	Unit	Price	Value
1.	Fabrication of Decorative Street Sign and pole, following the MUTCD Manual, FDOT, Miami-Dade County Standards and Code Requirements, and NBV Specifications and Locations.	,62	EA	$ 776.00	$ 48,112.00
2.	Installation at various sites of Decorative Street Sign and pole, following the MUTCD Manual, FDOT, Miami-Dade County Standards and Code Requirements, and NBV Specifications and Locations.	62	EA	$ 400.00	$ 24,800.00
3.	Contingency	1	LS	**$5,000**	**$5,000**
	TOTAL BID AMOUNT				$79,912.00
Estimated quantity is for bid evaluation purposes. Actual quantity and/or services may vary.					

TRENCH SAFETY

Item	Trench Safety Measure (Description)	Unit (Qty)	Unit of Measure (LF, SY)	Unit Cost	Extended Cost
A.					
B.					
C.					
	Failure to complete the above may result in the bid being declared non-responsive				

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

Submitted on this 24 day of August, 2023

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

_____

By _____

b. (If a corporation)

(Affix Seal) Signature of BIDDER _____

By _____

Attested by Secretary _____

Incorporated under the laws of the State of Indiana.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

State of Indiana
County of Floyd
8/24/23

NOTARY PUBLIC SEAL STATE OF INDIANA
TABITHA A NELSON
Commission Number: NP0749746
My Commission Expires
06/25/2031

Tabitha A. Nelson

CERTIFICATE

(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of B Sign Group, Inc., a corporation under the laws of the State of Indiana held on August 23, 2023, the following resolution was duly passed and adopted:

"RESOLVED, that John W. Shircliffe, as Employee of the Corporation, is hereby authorized to execute the Bid Form dated August 23, 2023, between the North Bay Village, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 24 day of August, 2023.

Secretary

STATE OF ~~FLORIDA~~ Indiana

COUNTY OF Flaid

Sworn to and subscribed before me on this 24th day of August, 2023 by ___

Kayla Waller who ☐ is personally known to me or who ☑ has presented the following type of identification: Drivers License

Kayla Waller

Signature of Notary Public, State of ~~Florida~~ Indian

KAYLA WALLER
My Commission Expires
August 3, 2030
Commission Number NP0742795
Clark County

NOTARY PUBLIC SEAL STATE OF INDIANA

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: B SIGN GROUP, INC.

Contact Person's Name and Title: John W. Shircliffe, Project Manager

BIDDER'S Telephone, 812-949-7446 Fax Number: 502-561-0007

BIDDER'S Email address: john@bsigngroup.com

BIDDER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

(Please attach certificate)

BIDDER'S Federal Identification Number: 311184539

2. Number of years as a Contractor in this type of work: 28

Number of years under your present business name?
15

3. How many years under a previous business name? List name(s) below.
13

4. Type of Business:

☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Joint Venture

If a Corporation, answer this:

Date of incorporation: 08/29/1986

In what State: Indiana

If a Partnership or Individual Proprietorship, answer this:

Date of organization:

If a partnership, state whether partnership is general, limited association:

5. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President: Joseph E. Bates (CEO)	4239 Earnings Way, New Albany, IN 47150
Vice President:	
Vice President:	
Secretary: Joseph E. Bates	4239 Earnings Way, New Albany, IN 47150
Treasurer: Robin M. Greenwell	4239 Earnings Way, New Albany, IN 47150

SUBSIDIARY OR AFFILIATED COMPANIES
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLAIN IN DETAILTHE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	Indicate By (X)	Copy of Joint Venture Agreement Attached (Y/N)	If applicable, how will work be distributed between partners?
Corporation	X		
Joint Venture			
Partnership			

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	Length of Time in Business

7. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).

4239 Earnings Way, New Albany, IN 47150	Phone: 812-949-7446
Email: John@bsigngroup.com	Fax: 502-561-0007

8. Other Office Locations – Location of other offices from which resources may be drawn.

_____

_____

_____

_____

9. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe.

No

10. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

No

11. Within the previous 5 years has your organization been involved in litigation? No . If so, please list and explain nature and current status or resolution.

12. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

No

13. Is your organization currently pre-qualified with any governmental agency? No If so, please list.

14. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

First Insurance Group, 1405 N College Avenue, Bloomington, IN 47404 Agent: Barb Hash, Phone: 812-355-4602 Direct Line

15. What is the last project of this nature that you have completed?

City of St. Pete Beach, Florida

16. Have the Surety Company who will provide your bonds (said Surety Company must have an AM Best rating of Class XI A or better per the Supplementary Conditions, Section IV), provide you with written verification showing that your firm will be bonded for the amount of the contract. This must be submitted with your bid.

17. Have you personally reviewed the proposed WORK, and do you have a complete plan for its performance?

Yes

18. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work is licensed for.

Name	License#	Type of Work

19. Will you sublet any part of this WORK? If so, give details.

No

20. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

21. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.

None

22. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

None

23. Has the Bidder, its principals, officers, or predecessor organization(s) ever filed for bankruptcy? If so, provide details.

No

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

John W. Shircliffe, Project Manager
Print Name/Title

Signature

8/28/23
Date:

john@bsigngroup.com
Email:

SUBCONTRACTOR LIST

The undersigned Bidder hereby designates, as follows, all major subcontractors whom he proposes to utilize for this service. The Bidder is further notified that all subcontractors shall be properly licensed, insured, may not subcontract any more than 25% of any portion of this contract for any reason, and shall be required to furnish the Owner with a certificate of insurance in accordance with Section VI, Insurance Requirements. Failure to provide this information shall be grounds for rejection of the Bidder's submittal.

Name, Address/ Phone#	License#	Specialty-Duties	Contract Amount $	% of contract
N/A				

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the VILLAGE and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the VILLAGE and the persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date 8/28/23

REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

#1 REFERENCE

Company/Entity Name:	City of St. Pete Beach Florida
Address City, State Zip Code	155 Corey Avenue St. Pete Beach, FL 33706
Contact Name: Title:	Brett E. Warner
Phone No: Fax: Email:	727-363-9254
Date of Service or Contract Period: Location	Completed 10/01/2022, City of St. Pete Beach Florida
Summary of Services Performed Governmental or Private	Custom Cast Aluminum Street Signs & Decorative Posts Governmental
Dollar Value of Contract	$ 168,000.00 (+)

#2 REFERENCE

Company/Entity Name:	City of Villa Hills Kentucky
Address City, State Zip Code	777 Overlook Drive Crescent Springs KY 41017
Contact Name: Title:	Derick "Buck" Yelton
Phone No: Fax: Email:	859-393-6917
Date of Service or Contract Period: Location	Completed June 2022, City of Villa Hills Kentucky
Summary of Services Performed Governmental or Private	Custom Cast Aluminum Street Signs & Decorative Posts Governmental
Dollar Value of Contract	$ 126,000.00

#3 REFERENCE

Company/Entity Name:	City of Greenwood South Carolina
Address City, State Zip Code	520 Monument Street Greenwood, SC 29646
Contact Name: Title:	Ryan Thomas, Assistant to City Manager
Phone No: Fax: Email:	864-942-8411
Date of Service or Contract Period: Location	Completed September 2021, City of Greenwood, SC
Summary of Services Performed Governmental or Private	Custom Cast Aluminum Street Signs & Decorative Posts Governmental
Dollar Value of Contract	$ 28,854.00

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the Agent,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this 24 day of Aug, 2023 by John Shirellffe who ☒ is personally known to me or who ☐ has presented the following type of identification: Dr. Lic.

SEAL

Tabitha A. Nelson
Notary Public (Signature), State of Florida

My Commission Expires: 6/25/2031

NOTARY PUBLIC SEAL STATE OF INDIANA
TABITHA A NELSON
Commission Number: NP0749746
My Commission Expires
06/25/2031

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of MCSB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	North Bay Village Title or Position of Bidder's Employee	North Bay Village Department of Bidder's Employee

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by BIDDER who are also an employee of North Bay Village.

☐ I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of North Bay Village, have been identified above.

Signature

B Sign Group
Company Name

John W. Shircliffe, Project Manager
Name, Title of Official

4239 Earnings Way, New Albany IN 47150
Business Address, City, State, Zip Code

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an ITB received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie ITBs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under ITB a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under ITB, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Signature

John W. Shircliffe, Project Manager

(Print or Type Name)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☑ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of

Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF ~~FLORIDA~~ Indiana
COUNTY OF Clark

Sworn to and subscribed before me on this 24 day of Aug, 2023 by John Shircliffe who ☐ is personally known to me or who ☐ has presented the following type of identification: Dr. Lic.

_____
Signature of Notary Public, State of ~~Florida~~ Indiana

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

NOTARY PUBLIC SEAL STATE OF INDIANA
TABITHA A NELSON
Commission Number: NP0749746
My Commission Expires
06/25/2031

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: Fred Goller

Witness #2 Print Name: Laura Johnston

Signed, sealed and delivered by:

Print Name: John W. Shircliffe

Title: Project Manager

Entity Name: B Sign Group

ACKNOWLEDGMENT

State of ~~Florida~~ Indiana
County of Floyd

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24 day of August, 2023, by John Shircliffe (name of person) as Project Mgr. (type of authority) for B Sign Group (name of party on behalf of whom instrument is executed).

Tabitha A Nelson
Notary Public (Print, Stamp, or Type as Commissioned)

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

NOTARY PUBLIC SEAL STATE OF INDIANA
TABITHA A NELSON
Commission Number: NP0749746
My Commission Expires
06/25/2031

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
08/07/2023 12:57 PM

Business Details

Business Name:	**B SIGN GROUP, INC**	Business ID:	**198608-965**
Entity Type:	**Domestic For-Profit Corporation**	Business Status:	**Active**
Creation Date:	**08/29/1986**	Inactive Date:	
Principal Office Address:	**4239 EARNINGS WAY, NEW ALBANY, IN, 47150, USA**	Expiration Date:	**Perpetual**
Jurisdiction of Formation:	**Indiana**	Business Entity Report Due Date:	**08/31/2024**
		Years Due:	

Governing Person Information

Title	Name	Address
CEO	Joseph E Bates	4239 Earnings Way, New Albany, IN, 47150, USA
Secretary	Joseph E Bates	4239 Earnings Way, New Albany, IN, 47150, USA
CFO	Robin M Greenwell	4239 Earnings Way, New Albany, IN, 47150, USA

Incorporators Information

Name	Title	Address
RICHARDSON.GLENN.	Incorporator	RR 3 BOX 31, NEW ALBANY, IN, USA

Registered Agent Information

Type: **Individual**

Name: **Joseph E Bates**

Address: **3705 Green Valley Rd, New Albany, IN, 47150, USA**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/2023

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

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

PRODUCER	CONTACT NAME: Barb Hash	
First Insurance Group 1405 N. College Avenue Bloomington IN 47404	PHONE (A/C, No, Ext): (812) 355-4602	FAX (A/C, No):
	E-MAIL ADDRESS: barbh@figprotects.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Selective Insurance Company of America	12572
INSURER B :	Selective of South Carolina	19259
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
B Sign Group Inc., DBA: Eagle Sign & Design,
Louisville Sign Co, Bottom Sign Company
4239 Earnings Way
New Albany IN 47150

COVERAGES **CERTIFICATE NUMBER:** CL232715080 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		S 2498091	02/17/2023	02/17/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			S 2498091	02/17/2023	02/17/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			S 2498091	02/17/2023	02/17/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC9103257	02/17/2023	02/17/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The VILLAGE, and their officers, directors, agents, and employees are additional insureds with regard to General Liability as required by written contract. 30 days notice of cancellation or nonrenewal applies with exception of nonpayment of premium which is 10 days notice.

CERTIFICATE HOLDER

City of North Bay Village Florida
1666 Kennedy Causeway
3rd Floor
North Bay Village FL 33141

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Barbara Hash

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ITB# 2023-004

REGISTRATION WITH FLORIDA DIVISION OF CORPORATIONS

B Sign Group, an Indiana Corporation,

confirms

to City of North Bay Village

that we shall register, if awarded the Bid, and required,

with the Florida Division of Corporations

Thank you for the opportunity to bid,

John Shircliffe
Project Manager, Chief Executive Artisan

B SIGN GROUP, 4239 Earnings Way, New Albany, Indiana 47150
812-949-7447 bsigngroup.com

SECTION VIII
LIST OF EXHIBITS

A. EXHIBIT A – STREET SIGN CONCEPTUAL DESIGN

CONCEPTUAL DESIGN FOLLOWS ON THE NEXT PAGE

BSG B SIGN GROUP

CITY OF NORTH BAY VILLAGE
CONCEPTUAL DESIGN - EXHIBIT A







B SIGN GROUP, 4239 Earnings Way, New Albany, Indiana 47150
812-949-7447 bsigngroup.com

INVITATION TO BID (ITB)

ITB NO. 2023-004

PROJECT NAME: STREET SIGN FABRICATION & INSTALLATION

FOR NORTH BAY VILLAGE, FL

PURCHASING DEPARTMENT
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida, 33141
Telephone (305) 756-7171
Email aatkinson@nbvillage.com

NOTICE OF

INVITATION TO BID

Bid documents must be submitted electronically through www.DemandStar and responding no later than the designated deadline date and time. A Bidder's failure to submit as required before the deadline shall cause their bid to be disqualified. Under no circumstances shall bids delivered to or received by the Village or DemandStar after the Due Date and Time be accepted or considered. Late bids will be retained unopened.

Solicitation Documents may be obtained by registering with www.DemandStar.com or from the Bid/RFP Website: https://northbayvillage-fl.gov/bids-rfps/ .

Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar to planholders/members.

The following meeting dates are subject to change according to the needs of the Village.

ITB Number:	ITB 2023-004
ITB Name:	STREET SIGN FABRICATION & INSTALLATION
ITB Publish Dates:	July 18, 2023
Non-Mandatory Prebid/Site Visit:	THROUGH ZOOM, 7/31/2023, at 10 a.m. EST Meeting ID: 829 8173 2426 Password: 496059
Written Questions Deadline:	August 18, 2023, at 2:00pm
ITB Closing Date/Time:	August 28, 2023, By No Later Than 2:00pm
Anticipated Award Date	September 12, 2023
Contact Information:	Email: aatkinson@nbvillage.com
Email Notifications:	Start all email subject lines with the ITB number & Name for faster recognition
Submittal Requirements:	Submit bid by completing all required documents contained in one (1) file portable document format (PDF) indicating Bidder's name and address, ITB Number and Project Name, time and date of the ITB opening/due date. Bids shall be submitted electronically through www.DemandStar.com.
ITB Scope of Work:	North Bay Village (hereinafter referred to as "Village") is seeking bids from qualified firms to provide Street Sign Fabrication & Installation for North Bay Village.

Bidders may not withdraw their bid submittal for a period of ninety (90) calendar days after the day set for the opening of bids.

The Village reserves the right to waive any informalities or irregularities, reject any and all bids that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all bids in whole or in part with or without cause; to award in whole or in part to one or more Bidders, and to accept the bid which best serves the Village.

SCHEDULE OF PROCUREMENT EVENTS

Event	Date	Time EST
ITB Available on DemandStar www.DemandStar.com and www.northbayvillage-fl.gov	Tuesday, July 18, 2023	TBD
Non-Mandatory Pre-Bid Site Visit/Conference Meeting ID: 829 8173 2426 Password: 496059	Monday, July 31, 2023	10:00 AM
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Friday, August 18, 2023	4:00 PM
Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov	Monday, August 21, 2023	4:00 PM
Deadline for Electronic Submittal through www.DemandStar.com	Monday, August 28, 2023	2:00 PM
Electronic Proposal Opening through Zoom. Meeting ID: 853 8962 0446 Password: 737156	Monday, August 28, 2023	2:00 PM
To be Approved by Village Commission	Tuesday, September 12, 2023	6:30 PM
Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov	*TBD	TBD
Contract Sent to Vendor	*TBD	TBD
Notice to Proceed	*TBD	TBD

*These dates are tentative and subject to change.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that North Bay Village is soliciting bids from qualified firms to provide Street Sign Fabrication & Installation.

The Bids shall be clearly titled "**ITB 2023-004 – STREET SIGN FABRICATION & INSTALLATION."**

All bids shall be:

- Submitted electronically via WWW.DEMANDSTAR.COM
- No later than Monday, August 28, 2023, by 2:00 p.m.

Non-Mandatory Pre-Proposal Meeting via Zoom Monday, July 31, 2023, at 10:00 a.m.

- Meeting ID: 829 8173 2426
- Password: 496059

All bids shall open publicly via Zoom on Monday, August 28, 2023, at 2:00 p.m.

- Meeting ID: 853 8962 0446
- Password: 737156

The amount of each bid and each bid item, if appropriate, and such other relevant information shall be recorded, and the record and each bid shall be open to public inspection. Late submittals shall not be accepted or considered.

Bidder shall submit their bid indicating Bidder's name and Project Name, ITB Number, and time and date of the ITB opening. Bids shall be submitted electronically through www.DemandStar.com. Failure to comply shall deem submittal as nonresponsive.

The Village reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any submittal. The Village may reject any or all submittals and re-advertise. A copy of the complete bid may be obtained from the North Bay Village website, https://northbayvillage-fl.gov/bids-rfps/, or by clicking on the Village Clerk link under Village Departments. Select the "Bids" icon.

All questions or comments should be directed to the following email: aatkinson@nbvillage.com. Inquiries must reference "**ITB 2023-004 – STREET SIGN FABRICATION & INSTALLATION."** in the subject line. Deadline to submit written questions is Friday, August 18, 2023, at 4:00 p.m.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this ITB are prohibited.

The Village reserves the right to delay or modify scheduled dates and will notify proposers of all changes in scheduled dates.

Publish Date: July 18, 2023

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SECTION I

DEFINITIONS, ABBREVIATIONS, & ACRONYMS

Wherever used in the Contract Documents the following terms have the meanings indicated in the industry which are applicable to both the singular and plural thereof:

1.1. **Acceptance:** By the Village's Project Manager of the work as being fully complete in accordance with the Contract Documents.

1.2. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract

1.3. **Application for Payment:** The form accepted by the Consultant which is to be used by Contractor to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4. **Bid:** The formal firm price offer of the Bidder submitted on the prescribed form setting forth the prices for the work in response to the Invitation to Bid.

1.5. **Bidder:** Any person, firm or corporation submitting a Bid for the Work directly to the Village. As used in this Invitation to Bid, the words proposer and contractor may be used interchangeably to mean Bidder.

1.6. **Bid Documents:** Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7. **Change Order:** A written order to the Contractor executed by the Village, Consultant, And Contractor authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.

1.8. **Contract:** The written agreement between Village and Contractor covering the work to be performed.

1.9. **Contract Documents:** The Contract Documents establish the rights and obligations of the parties. The Notice of Tentative Award, including the contract is directed for signature as acceptance of offer by the Contractor, prior to Board approval for award. Once approved, a notice of award requesting the bonds and insurance are requested. The executed contract documents, including exhibits (solicitation/submittal), bonds, and insurance are provided to the Contractor. Consultant's written interpretations and clarifications issued on or after the Effective Date of the Contract.

1.10.**Contract Price:** The total monies payable by the Village to the Contractor under the terms and conditions of the Contract Document.

1.11. **Contract Time:** The number or numbers of successive days or dates stated in the Contract Documents for the completion of the WORK.

1.12.**CONTRACTOR:** The individual, partnership, corporation, joint-venture, or other legal entity with whom the Village has entered into the Contract. Can be used interchangeably with the term bidder and / or vendor.

1.13. **Day:** A calendar day of 24 hours measured from midnight to the next midnight.

1.14. **Defective Work:** Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the Consultant's recommendation of final payment.

1.15.**Village:** North Bay Village, Florida, a Florida Municipality, its authorized and legal representatives, the public entity with whom the Contractor has entered into the Contract and for whom the work is to be provided.

1.16.**Village Representative:** The person or persons designated by the Village's Project Manager. The Village's Project Manager. This may include the Consultant/Engineer of Record.

1.17.**Effective Date of the Contract:** The date indicated in the Contract, but if no such date is indicated it means the date on which the Contract is signed by the last of the two parties to sign the Contract.

1.18. **Irregular Bids:** Irregular Bids are defined as those containing serious omissions, unauthorized alternative Bids, incomplete Bids, or unbalanced Bids.

1.19.**Laws and Regulations:** Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

1.20. **Notice to Proceed:** The written notice issued by the Village, or its agents, to the Contractor authorizing the Contractor to proceed with the work and establishing the date of commencement of the Contract Time and the date the Contract work is to be completed.

1.21. **Notice of Tentative (or Intent) Award:** The official written notice by the VILLAGE to the apparent successful Bidder giving authorization to enter into an agreement, stating that upon compliance and Board approval with the condition's precedent enumerated therein within the time specified, and receipt of accepted offer.

1.22.**Procurement:** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations, and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Department pursuant to Village and State of Florida requirements.

1.23.**Report:** Presentation of collection of information from various records.

1.24. **Resident Project Representative (RPR):** The authorized representative of the Consultant who is assigned to the Site or any part thereof.

1.25.**Responsible Bidder, Offeror, Quoter, Or Respondent means** an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

1.26.**Responsive Bidder, Offeror, Quoter, Or Respondent, Vendor, Contractor** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which conforms in all material respects to the solicitation, including, but not limited to compliance with any requirements contained within the solicitation.

1.27.**Specialist:** A person who concentrates primarily on a particular subject or activity; a person highly skilled in a specific and restricted field.

1.28. **Subcontractor:** An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the Site.

1.29. **Unbalanced Bids:**

A. **Mathematically Unbalanced Bid** means a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

B. **Materially Unbalanced Bid** means a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Village; or which is so mathematically unbalanced as to result in an advance payment.

1.30. **Unit Price Work:** Work to be paid for on the basis of unit prices.

1.31.**Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnished thereof.

1.32.**Written Amendment:** A written amendment of the Contract Documents, signed by the Village and Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly work-related aspects of the Contract Documents.

SECTION II

INSTRUCTIONS TO BIDDERS

1. **REQUIREMENTS FOR PERSONNEL ENTERING VILLAGE PROPERTY:** Possession of firearms will not be tolerated in or near school buildings. Nor will violations of Federal or State Laws and any applicable Village policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

   No person who has a firearm in their vehicle may park their vehicle on Village property. Furthermore, no person may possess or bring a firearm on Village property.

   If any employee of an awarded Proposer or subcontractor is found to have a firearm on Village property, said employee shall be terminated from the project. If the awarded Bidder or Subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

2. **QUALIFICATIONS OF BIDDERS:** To demonstrate qualifications to perform the WORK, each Bidder must be prepared to submit within five (5) calendar days of Village's request written evidence acceptable to the Village documentary evidence demonstrating, financial data/fiscal responsibilities, previous experience, present commitments, and other such data as may be called for to meet all the Bidder's obligations set forth in the Bid documents. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Florida or obtain such qualification prior to award of the contract.

   The Village reserves the right to contact any of the firms listed by Bidders in any sections as references or any additional firms or individuals to review Bidder's qualifications. Bids that do not comply with these requirements may be rejected at the option of the Village.

   The project shall be constructed by a firm with the primary qualifying agent licensed as a Contractor pursuant to and as defined by Florida Statute 489 and shall have been employed full time by the construction firm for at least one year prior to this project's bid date.

3. **ANNUAL APPROPRIATION:** This Bid is conditional upon the Village having funding to implement the Contract.

4. **DEFINED TERMS**: Terms used in these Instructions to Bidders, have the meanings assigned to them in the industry involved in the subject matter of the Bid, in the Village, Standard General Conditions of the Construction Contract.

5. **COST OF BID:** Costs, either direct or indirect, incurred by the Bidder in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this bid is solely the responsibility of the Bidder and not the Village, and are not to be charged to the Village.

6. **BACKGROUND INVESTIGATION:** As a part of the Bid evaluation process, the Village may conduct a background investigation, including a criminal record check of Bidder's officers and/or employees, by FDLE to establish the competency, responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Village's satisfaction within the prescribed time. The Village Manager/Commission reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Village's satisfaction.

   The Bidder's signature on the Bid Form constitutes acknowledgement of and consent to such investigation. The Village shall be the sole judge in determining the Bidder's qualifications.

7. **FACILITIES:** The Village reserves the right to inspect the Bidder's facilities at any reasonable time, prior to award of the Bid, during normal working hours, with prior notice to determine that it has a bona fide place of business and is a responsible Bidder.

   The Village also reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Invitation to Bid.

8. **INQUIRIES/AVAILABILITY:** Inquiries concerning this ITB should be made in writing. The Village will respond to written inquiries, if received at least ten (10) calendar days prior to the date scheduled for opening the bids. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Village **shall make every attempt to issue such** addenda at least seven (7) calendar days before the date fixed for receiving the proposals. **Written addenda shall be disseminated via** the Village Website: https://northbayvillage-fl.gov/bids-rfps/ and DemandStar**.** No interpretation shall be considered binding unless provided in writing to the North Bay Village, Chief Financial Officer Angela Atkinson at aatkinson@nbvillage.com. **It is the sole responsibility of the Bidder to ensure all addenda are received.**

   CONTACT WITH VILLAGE PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS INVITATION TO BID SHALL BE GROUNDS FOR ELIMINATION FROM THE PROCESS.

9. **INTERPRETATIONS AND ADDENDA:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Department - Chief Financial Officer through written communication at aatkinson@nbvillage.com prior to opening of the bids. Failure to do so on the part of the Bidder shall constitute an acceptance by the Bidder of any subsequent decision by the Village. The Village will receive written requests for clarification concerning the meaning or interpretation of this ITB by issuance of addenda via DemandStar and the Village website, until ten (10) days prior to the bid opening date. Questions shall be emailed to aatkinson@nbvillage.com with reference to the ITB number in the subject for faster recognition only questions answered by formal written Addenda issued by the Village Chief Financial Officer shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

   It is the sole responsibility of the Bidder to ascertain whether any addenda to this Invitation to Bid has been issued, and to submit all such addenda properly acknowledged with the Bid response.

   The Village may delay scheduled due dates if it is to the advantage of the Village. The Village shall notify Bidders of all changes in scheduled due dates by written addenda.

10. **BID DOCUMENTS:** Solicitation Documents may be obtained by registering with DemandStar to receive all required documents and notification of addenda. Register for FREE at http://www.demandstar.com/subscriptions "FREE AGENCY", toll-free 1-800-711-1712, bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete.

    Complete sets of Bid Documents shall be used in preparing Bids. Neither Village nor EOR assumes, and each disclaims any

responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

Village in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

11. **BID SUBMISSION:** Bidder should submit their bid indicating their name and Project Name, ITB Number, and time and date of the ITB opening. The submission of bids shall be submitted electronically through www.DemandStar.com by Bidders responding to this ITB no later than the designated deadline date and time. A Bidder's failure to submit as required before the deadline shall cause their bid submittal to be disqualified. Late bids will be retained unopened.

    12.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Bidder can only view/submit his/her Electronic Submittal and will not have access to any other Bidder's submittals. The Bidder's Electronic Submittal may be changed at the Bidder's discretion until the ITB Due Date and Time is reached. The Bidder will no longer be allowed to change or have access to the electronic submittal after the ITB Due Date and Time as the Village will open all bids on said date. Any Bidder who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.
    12.2 Submit the entire Bid Package by completing and returning all required documents. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.
    12.3 Bids, once opened, become the property of the Village and shall not be returned to the Bidders. Upon opening, bids become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.
    12.4 Offers by facsimile, telegram, or telephone are **not** acceptable. All Bidders and their representatives are invited to attend. Tabulations are posted online at www.demandstar.com.
    12.5 Bids will be opened and read aloud publicly at the time and place indicated in the Invitation to Bid. Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the Bidder.
    12.6 All Bids shall remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but the Village may, at the sole discretion of the Village, release any Bid and return the Bid Security prior to that date.
    12.7 It is the sole responsibility of the Bidder to assure that his or her submittal is uploaded to DemandStar on or before the ITB Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.

12. **MODIFICATION OF BIDS**: Bids may only be modified by an appropriate document duly executed, prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time modification to the Bid is presented.

13. **BID FORM**: Bids must be submitted on the prescribed form; all blank spaces must be filled in as noted, in ink or typed with amounts extended and totaled. Where indicated on the Bid Form, items shall be stated in numbers. Bidders are required to bid on all items to be considered. Bidder should not reference the words "No charge, N/A, included, etc." on any of the line items. Vendor must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (o) must be designated on that line item. Failure to identify a monetary amount for each item may cause Bidder's bid response to be considered non-responsive and rejected.

    The Village reserves the right to accept any Bid or combination of Bid alternates, reject any and all Bids, waive any and all informalities, minor irregularities, to accept any item or group of items unless qualified by Bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids or counter-proposals. In addition, the Village reserves the right to make a multiple award if it is in the best interest of the Village.

    Failure to provide all of the information required to accompany the Bid, Bid Form and Specifications shall be considered a serious omission, which may result in the bid being rejected as non-conforming.

    The Bid shall contain acknowledgment of receipt of all addenda (copies of which shall be attached to the Bid Form).

14. **EVALUATION FACTORS:** The Village reserves the right to reject the Bid of a non-responsible Bidder that the Village determines is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Village. Further, A Bidder must be, at the time of the Bid opening, a fully authorized agent or representative of the product or service Bid, and capable of producing, providing, or installing the items Bid, and so certify upon request.

    The Village shall consider the firm's qualifications, compliance of requirements, and time of completion as evaluation factors. In addition, the Village may require the apparent successful Bidder to submit a Schedule of Values priced in line-item format including time frames (not dated) for staff to review prior to staff's actual award recommendation being submitted to the Village Commission.
    Any inconsistencies shall be brought to the attention of the intended awardee for adjustment prior to award and acceptance of said schedule. An unbalanced Schedule of Values may result in rejection of the bid as non-responsible. Failure to produce said Schedule of Values within four (4) business days of the Village's request may result in the bid being rejected as non-responsive.

    The Village may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items or material, services, or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted.

    The Village may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Tentative Award.

16. **AWARD OF CONTRACT:** The Village reserves the right to award item by item, and/or group by group or on an all or none basis to the lowest responsive, responsible Bidder that provides the best value to the Village.

    NO AWARD RECOMMENDATION SHALL BE BROUGHT BEFORE THE COMMISSION FOR CONSIDERATION TO AWARD UNTIL THE CONTRACTOR/BIDDER HAS PRESENTED A SIGNED ORIGINAL OF THE CONTRACT OR PURCHASE ORDER ALONG WITH ANY OTHER REQUIRED DOCUMENTS TO THE VILLAGE.

    NO AWARD SHALL BE DEEMED FINAL AND SHALL BE DEEMED CONDITIONAL, UNTIL THE PARTIES HAVE FULLY EXECUTED THE AGREEMENT(S) OR A PURCHASE ORDER HAS BEEN ISSUED BY THE COMMISSION TO THE BIDDER.

THE COMMISSION RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE COMMISSION SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

17. **BID TABULATION:** Bid tabulations shall be posted on www.DemandStar.com within ten (10) days after the bid opening.

18. **CONTRACTUAL AGREEMENT:** The submission of your Bid constitutes a firm offer by the Bidder. Upon acceptance by the Commission, the Purchasing Department shall issue a notice of award and purchase order(s) and/ or contract for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) and /or contract shall constitute the complete agreement between the successful Bidder and the Commission. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

    The Village may attach as a part of this solicitation a Sample Contract document. Bidders shall be responsible for complying with all of the terms and conditions of the Sample Contract document, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Sample Contract document at the time of bid submission. Should no revisions be noted, the Village will assume, and the Contractor agrees that the terms and conditions of agreement are acceptable.

19. **CONTRACT TERMS:**
    a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
    b. Contractors providing service under this contract assure the Village that they are conforming to and otherwise complying with the following, as applicable:

        - The Civil Rights Act of 1964, as amended.
        - Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
        - Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
        - Executive Order 11738.
        - EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
        - Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
        - Energy Policy and Conservation Act, 42 U.S.C. 6201.
        - Funding Agreement (Rights to Inventions) 37 CFR Part 401.
        - Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
        - Equal Employment Opportunity, 41 CFR Part 60.
        - Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)
        - Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.
        - Federal Emergency Management Agency (FEMA), 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards; & The Stafford Act pertaining to disaster response, when applicable.
        - E-Verify, in accordance with Section 448.095, Florida Statutes.

20. **SIGNING OF CONTRACT:** The Notice of Tentative Award will be presented to the Successful Bidder. The Legal Department shall issue the contract within ten (10) calendar days thereafter, the Successful Bidder shall sign and deliver the required number of counterparts of the Construction Contract to Village. Upon Commission approval, the Village shall request the required bonds and insurance certificates. The aforementioned documents must be submitted to the Village prior to any work being performed. After receipt of requested documents, the executed contract, purchase order, and notice to proceed will be presented to the Awarded Bidder. Each counterpart is to be accompanied by a complete set of the Drawings.

21. **CONTRACT DEFAULT:** In the event the Contractor fails to enter into a contract with the Village Commission of the submitted price and the price the Village Commission subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the Contractor.

    In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs for any such action.

    At the discretion of the Village Commission, any Contractor found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the Contractor list for a period of up to three (3) years from the date of said default. Default under this agreement and/or any other agreement(s) in which the Village Commission has contracted with the Contractor, may also, at the discretion of the Village Commission, result in termination of any other such agreement(s).

22. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the Village in whole or in part when it is deemed to be in the best interest of the Village to so act. Notification of termination must be in writing and issued by the Village Manager or designee. This contract may be terminated upon 30 days written notice. The contract may also be terminated for cause upon written notification to the Contractor. The Contractor, as the defaulting party, shall have 30 days to cure any nonconformity to offered terms and specifications. The Village, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the Village. The Village delegates the authority to terminate the contract to the Village Manager or designee. At the discretion of the Village, the Contractor may be removed from future solicitation opportunities for a period up to three (3) years.

23. **REJECTION / DISQUALIFICATION OF BIDDER:** The Village Manager/Commission, at its sole discretion, reserves the right to reject any and all bids, accept any bid or any combination of bids or waive any minor irregularity or technicality in bids received, when in its sole judgment, it shall best serve public interest. The right is reserved to reject any and all Bids or to accept the one deemed by the Village to be the most advantageous. Contractor's bid shall be rejected as non-responsive if any of the following exist (this list is not all inclusive):

- More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered.
- The Village reserves the right to reject the bid of any Bidder in arrears or in default upon any debt or contract to the Village or who has failed to perform faithfully any previous contract with the Village or with other governmental jurisdictions.
- If there is reason to believe that collusion exists between Bidders.
- Bids that are judged to be mathematically or materially unbalanced shall be rejected.
- The Bid Package is found to have concealed or contained false and/or misleading information.
- Executed requested Attachments/Affidavits are not completed or submitted.
- Incomplete execution of documents, Bidder signature page, and Bid submittal form.
- Not licensed to perform the required work or provide the required product.
- Not eligible to bid due to violations listed under, Public Entity Crimes.
- Submission of irregular bids. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection.
- Non-compliance with applicable laws or contains any unauthorized additions or deletions or contains irregularities of any kind is considered incomplete, indefinite, or ambiguous as to its meaning.

24. **EXECUTION OF BID:** Bidders shall submit their bid response electronically as described above. For this purpose, all references herein to signing requirements or other required acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer of the proposing firm who is legally authorized to enter a contractual relationship in the name of the Bidder. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the Bid document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:
    - An electronic signature on the responses.
    - An electronic signature on any form or section specifically calling for a signature and
    - An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
    - Compliance with electronic signatures as specified in F.S. Chapter 668.

    The bid submittal of a Statement of Bid by the Bidder shall be considered by the Village as constituting an Offer by the Bidder to perform the required services.

    Bids by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.

    Bids by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

    All names of persons signing documents must be typed or printed below the signature.

25. **NO BID**: If not submitting a Bid, please respond no later than the Bid opening date and time, by returning the acknowledgment, noting the reason for declining. An addendum may be issued to remedy providing the circumstances are determined reasonable.

26. **WITHDRAWAL OF BIDS:** All Bids shall be irrevocable unless the Bid is withdrawn as provided herein. All Bids may be withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time such communication to withdraw the Bid is presented. A Village representative shall verify this information prior to return of the Bid and Bid Security, if applicable.

    However, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the Village and successfully demonstrates that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned. Bidder shall be disqualified from further bidding on the work to be provided under the Bid Documents.

27. **CONFLICT OF INTEREST:** All Bidders must disclose with their Bid the name of each of its employees, agents, or relatives who are employees of the VILLAGE.

    The Bidder represents and warrants to the Village the following:

    - No officer, employee, or agent of the Village has any interest, either directly or indirectly, in the business of the Bidder to be conducted hereunder.
    - Bidder has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Bidder any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract.
    - Bidder acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract.
    - Bidder represents that it presently has no interest, either direct or indirect, in performing the services required by this contract, which would conflict in any manner with Florida Statutes.
    - Bidder represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee, or agent of the Village.
    - Bidder represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Bidder's ability to provide the services required by this contract. Further, the Contractor represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.

    It is understood and agreed by the Bidder that, upon the breach or violation of this Section, the Village shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration paid by the Bidder.

The Bidder shall promptly notify the Village in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered by the Bidder. If, in the opinion of the Village, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Bidder, the Village shall so state in the notification and the Bidder shall, at its option, enter such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Village by the Bidder under the terms of this Contract.

28. **NON-COLLUSION:** By submitting a bid, the Bidder certifies that it has not divulged discussed or compared its Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever. (Note: Premiums, rebates or gratuities are not permitted with, prior to, or after any delivery of material.) Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming.

29. **PUBLIC ENTITY CRIMES:** The Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

    Pursuant to Section F.S. 287.133, FS as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subvendor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

    The awarded Bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded Bidder to comply as a breach of contract and immediately terminate the services of the awarded Bidder.

    Any employees involved in any F.S. Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Bidder's contract at the sole discretion of the Village. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

30. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid shall become a public document pursuant to Section 119.07, FS. This includes material that the responding BIDDER might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening of Bids pursuant to Section 119.07, FS.

    Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records, the Village Clerk, at (305)756-7171, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141 or click here.

In compliance with F.S. 119.0701 the Contractor shall:

- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

- A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
    1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
    2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- A notice complies with subparagraph 2 above if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid for by the sender and with evidence of delivery, which may be in an electronic format.
- A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

31. **LICENSES:** Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any bid from a Contractor that is not fully licensed and/or certified shall be rejected.

32. **PERMITS:** The Bidder(s) shall be responsible for obtaining any necessary permits and shall comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the Village.

33. **SUNBIZ:** Bidders, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

34. **BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location, if applicable. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

35. **BIDDER MAILING ADDRESS**: It is the responsibility of every Bidder to register and maintain their current registration information. Bidders that have received the ITB from DemandStar.com must maintain their information on the DemandStar database. The information used by the Purchasing Department is maintained at http://www.demandstar.com. DemandStar shall be used to make notice of ITBs and other information to Bidders.

36. **JOINT BIDS:** In the event multiple bidders submit a joint Bid in response to the BID, a single proposer shall be identified as the Prime Vendor. If offering a joint Bid, Prime Vendor must include the name and address of all parties of the joint Bid. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at Village meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The Village shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Bid.

37. **LOBBYING:** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of Commission member or Village personnel after advertisement and prior to the posted recommendation on the award of the Contract.

    Bidders are hereby advised that they are not to lobby with any Village personnel or Commission members related to or involved with this bid until recommendation for award. All oral or written inquiries must be directed through the Purchasing Department – Chief Financial Officer.

    Any Bidder or any individuals that lobby on behalf of Bidder during the time specified shall result in rejection / disqualification of said bid.

38. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or propose for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

41. **KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the Village, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

42. **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

    The cone of silence prohibits any communication regarding a competitive solicitation process. The cone of silence commences after the advertisement of the competitive solicitations Competitive procurements are advertised on the purchasing department's web page or in a newspaper of general circulation.

    The cone of silence terminates when the Village Manager makes a written recommendation to the Village Commission. The cone of silence can be reimposed if the Village Commission rejects the Manager's written recommendation.

    "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal ("RFP"), "ITB", or "RFQ". Pursuant to Section 2-11.1(t) of the County Code, the Cone of Silence remains in effect until the Village Manager has made a written recommendation to Village Commission. During the Cone of Silence, the following is prohibited: Any communication

(oral or written) regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village Commission, evaluation committee members or the Village Manager and the Manager's professional staff, unless permitted by one of exceptions.

Any written communications or inquiries, except for clarification of process or procedure already contained in the solicitation, are permitted provided the written communications are directed to Angela Atkinson, Chief Financial Officer, at aatkinson@nbvillage.com . Such written inquiries or requests for information shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a coversheet with Proposer's facsimile number. The request may also be electronically sent to aatkinson@nbvillage.com or mailed to the Chief Financial Officer, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141. Written communications to other Village officials or employees are prohibited until the Cone of Silence has been lifted.
The purchasing department and the Village Manager shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, Bidder, lobbyist, or Consultant may communicate with Village personnel.

Any person, whether employed by the Village or not, who knowingly violates a provision of this policy shall be prohibited from serving on a Village competitive selection committee.

Violation of this policy by a particular Bidder, proposer, respondent, and/or representative may, at the discretion of the Village, result in rejection of said Bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer, or respondent voidable.

In addition to any other penalty provided by law, violation of this policy by a Village employee shall subject said employee to disciplinary action up to and including dismissal from service.

43. **ASSIGNMENT:** The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Village.

44. **SUBCONTRACTING:** If an awarded Bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Bidder's submittal or prior to use for approval. No subcontracting shall take place prior to Bid awarded to Bidder furnishing this information and receiving written approval from the Village. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the Village has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The Village reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the ITB.

    Nothing contained in this ITB will be construed as establishing any contractual relationship between any sub-bidder(s) and the Village. The awarded Bidder(s) shall be fully responsible to the Village for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior School Village written approval.

45. **REPRESENTATIVE:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the Village.

46. **BID AS PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Bidder might consider to be confidential or a trade secret. The Bid will become part of the public domain upon opening. **Respondents shall not submit pages marked "proprietary" or otherwise "restricted".**

47. **BONDING GUARANTY/EVIDENCE:** The Bid submittal **must** be accompanied by a notarized letter from your firm's Surety guaranteeing that if your firm is awarded a contract, the Surety will issue a letter of credit that attests to the bonding capacity (the maximum amount of surety credit a surety company) will provide to a contractor, contingent upon a top-notch organization, strong financial presentation, and experience. The Surety shall also guarantee your firm by issuing Performance and Payment bonds as required by the Village. Failure to submit the Surety Guaranty letter with your Bid shall cause your bid to be rejected as non-responsive. The Village shall be the sole judge in determining Bonding Capacity.

SECTION III

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to North Bay Village, FL by all prospective Bidders, including but not limited to, Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", "Bid", and "Proposal" are used interchangeably in reference to all offers submitted by prospective Bidders.

1. **TERM CONTRACT:** At all times during the term of the contract, the successful Contractor(s) shall act as an independent Contractor and at no time shall be considered an agent or partner of the Village.

   1.1 **Contract Period:** This contract shall be firm for an initial term through September 30, 2023, subsequent to approval by the proper Village authorities. The contract may be renewed for two (2) additional (1) one-year periods provided both the successful proposers and the Village agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the Village and the successful proposer.

   1.2 **Option to Renew:** The performance period of any contract resulting from this solicitation may be renewed upon mutual agreement between the contractor and the Village with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties agree. Total contract length, including individual one-year extensions, shall not exceed three (3) years.

   1.3 **Price Increase:** Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the Village, and are based on claims and annual renewal trends. Any price increases must be documented and approved by the Village only when a written request is received a minimum of one hundred and eighty (180) days prior to the renewal date. It is also expected that de-escalation of prices will be extended to the Village if the market so reflects. The Village reserves the right not to renew any contract regardless of price considerations.

   1.4 **Contract Extension:** The Village reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over the first ninety (90) day extension may not exceed 6 months for the convenience of either party by mutual agreement to such extensions. The Village shall notify the Successful Proposer in writing of such extensions.

   1.5 **Contract Amendment:** The Village may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services and shall provide the Village prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the Village reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the Village at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

2. **ADVERTISING:** In submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising.

3. **ORDER OF PRECEDENCE:** In resolving conflicts resulting from errors or discrepancies in any of the ITB or Contract Documents, the order of precedence (lower number item controls) shall be as follows:

   - Amendment
   - Change Order
   - Contract/Agreement or Purchase Order
   - Addenda
   - Bid Form, if applicable
   - Special Conditions
   - General Terms and Conditions
   - Instructions to Bidders
   - Invitation to Bid

4. **BID SECURITY:** When required by the Bid documents, as specified in Section IV, Special Conditions) each Bid must be accompanied by a Bid security made payable to North Bay Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check or cashier's check drawn upon any State or National Bank of Florida or a Bid Bond issued by a Surety that must have a "Best" rating of "A", and be authorized to do business in Florida.

   Said check or Bid Bond shall be made payable to North Bay Village and shall be given as a guarantee that Bidder, upon receipt of Notice of Tentative Award of the purchase order or contract, shall enter into the Contract or accept the purchaser order with the Village, and furnish the necessary documents including, but not limited to: insurance certificates, other required Bonds, each of the said Bonds to be in the amount stated on the Invitation to Bid.

   The Attorney-in-Fact who signs the bond must file with the bond a current certificate of proof of appointment as Attorney-In-Fact.

   The Bid Security of the Successful Bidder shall be retained until such Bidder has been awarded a binding Contract or Purchase Order or Contract security whereupon the Bid security shall be returned. If the apparent Successful Bidder fails to execute and deliver the Purchase Order or Contract and furnish the required contract security within fifteen (15) calendar days after the Notice of Tentative Award, which is issued prior to the Village's award of Purchase Order or Contract, the Village may annul the Notice of Tentative Award, and the bid security of that Bidder shall be forfeited and retained by the Village. The Village may then recommend to the Board to accept the Bid of the next lowest responding Bidder or re-advertise for bids. If the Bid of the next lowest Bidder is accepted, this acceptance shall bind such Bidder as though it was the original Successful Bidder.

   There shall be no binding contract until such time as the Board or designee executes the Contract or issues the Purchase Order as the final award of the contract. The Bid Security of other Bidders whom Village believes to have a reasonable chance of receiving the award may be retained by the Village until the earlier of the seventh day after the effective date of the Purchase Order or Contract or the ninety-first day after the Bid opening, whereupon Bid security furnished by such Bidders shall be returned. Bid security with Bids which are not competitive or responsive shall be returned upon award of the Bid.

5. **EXAMINATION OF BID DOCUMENTS & SITE:** Bidder must satisfy itself by personal and thorough examination of the location of the proposed work, Bid Documents, requirements of the work

and the accuracy of the estimate of the quantities of the work or materials; and Bidder shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount to be done.

By submission of its Bid, Bidder affirms that it has, at its own expense, made or obtained any additional examinations, investigations, explorations, tests, and studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise, prior to bidding which may affect cost, progress, or performance of the WORK and which Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Bid Documents and/or Bidder has satisfied itself with respect to such conditions and it shall make no claims against the Village or the EOR if on carrying out the WORK it finds that the actual conditions do not conform to those indicated.

On request, the Village will provide Bidder access to the site to conduct such investigations and tests, as Bidder deems necessary for submission of its Bid. Bidder shall schedule such access in advance with the Village.

Upon completion of such additional field investigations and tests, Bidder shall completely restore disturbed areas.

5. **ADUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes, or deviations shall be accepted on any item unless conditions or Specifications of a Bid expressly so provide. All adjustments, changes or deviations shall require prior written approval and shall be binding **ONLY** if issued through the Village's Purchasing Office.

6. **BID EXEMPT:** Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The Village reserves the right to Bid separately any item or service if deemed to be in the best interest of the Village.

7. **PROMOTIONAL PRICING:** In addition, Bidder shall offer to the Village, during the Contract period, any item(s) offered on a "promotional" basis from the manufacturer. It shall be the successful Bidder's responsibility to monitor said item(s) and report any that are or shall be offered at lower price.

8. **CONTRACT SECURITY/INSURANCE:** When required by the specification herein, the successful Bidder shall furnish, a Performance Bond, Payment bond, and/or Warranty bond, and insurance certificates as stated on the cover page of this solicitation, on the VILLAGE's forms, within ten (10) calendar days after notification of award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the VILLAGE as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the VILLAGE would sustain due to BIDDER's failure to furnish said bonds.

9. **PRICES:** Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of ninety (90) calendar days. Give both unit price and extend total. Prices must be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the UNIT PRICE quoted shall govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Payment shall be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

   All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

10. **DELIVERY:** All items shall be delivered F.O.B. destination to a specific Village address. All delivery costs and charges must be included in the bid price. The Village reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

    Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award.

    NOTE TO VENDORS DELIVERING TO NORTH BAY VILLAGE HALL: Normal receiving hours are Monday through Friday (excluding holidays) 8:00 A.M. to 5:00 P.M. Village Hall is located at 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

11. **MISTAKES:** Bidders are expected to examine the Specifications, Plans, Delivery Schedule, Bid prices, Extensions and all Instructions pertaining to supplies and services. **FAILURE TO DO SO SHALL BE AT THE BIDDER'S RISK.** In the event of extension error(s), the unit price shall prevail, and the Bidder's total offer shall be corrected accordingly. Erasures or corrections on Bids must be initialed in ink by the Bidder.

    Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

12. **INVOICING AND PAYMENT:** Payment for all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Bid Specification shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a property certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

    North Bay Village
    Attn: Accounts Payable Department
    1666 Kennedy Causeway, Suite 300
    North Bay Village, FL., 33141
    ap@nbvillage.com

    All invoices shall be based upon and submitted with an approved Schedule of Values. Said Schedule of Values shall also contain a percentage breakdown of the supplies and services completed for which payment is requested in comparison to the total contract.

    All invoices submitted shall consist of an original and one (1) copy.

    - clearly referenced the subject Contract or Purchase Order number.
    - provide a sufficient salient description to identify the goods or services for which payment is requested.
    - contain date of delivery.
    - original or legible copy of a signed delivery receipt including both manual signature and printed name of a designated Village employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The Village shall accept partial deliveries.

    The invoice shall contain the Bidder's Federal Employer Identification number.

    The Village's terms of payment, unless otherwise stated in the Contract or Purchase Order documents, are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the Village and appear on the Contract or Purchase Order document to be binding on the Village.

    Should the Village return an invoice for correction, the Vendor shall resubmit a corrected invoice to the Village for processing.

Payment will be made after the goods/services from the awarded Proposer have been received/completed; inspected and found to comply with negotiated contract, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

13. **ESTIMATED QUANTITIES:** The estimate of the various quantities of goods and services applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the Award of Contract is made. Final payment shall be made on the basis of the actual quantities received.

    The Village reserves the right to increase or reduce the quantities and to eliminate any items listed in the Bid Form in order that the items or work can be completed within the amount of available funds.

14. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Village's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The Village shall be the sole judge concerning the merits of proposal submitted.

    Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

    The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the Village with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the Village.

15. **UNBALANCED BIDS:** Bids that are judged to be mathematically or materially unbalanced shall be cause for the bid to be rejected as non-responsive.

16. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this Bid is implied or given.

17. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that are incorrect and were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent, and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the Village's attention and did not receive written approval via a Change Order issued by the Purchasing Agent shall not be honored.

18. **VILLAGE PURCHASING CARD:** The Village has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Awarded Bidders may be presented with credit cards by authorized Village personnel for the above-mentioned purchases. Bidder (except for travel). Purchase orders are strongly discouraged for purchasing materials and supplies under $1,000.

19. **CHANGE ORDERS:** Any addition(s) to the Statement of Work or to a Purchase Order as a result of the ITB award that adds additional costs must be brought to the Village's attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order shall be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the Village's attention and did not result in a Change Order approved by the Purchasing Department shall not be honored.

20. **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the Village shall be final and binding on both parties.

21. **BID PROTEST:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

    21.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

    21.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.

    21.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

    21.4 In order for the Village to consider the protest, the protesting party shall deliver with the formal written protest to the Village a "protest bond" in the amount as follows:

        21.4.1 Twenty-five thousand dollars ($25,000) or 2 percent (2%%) of the lowest accepted proposal, whichever is greater, for projects valued over $500,000; and

        21.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.

        21.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

        21.4.4 If the protest (with respect to 21.2 above) the protest bond shall be the same as 21.4.1 and 21.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.

22. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

23. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

    The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

24. **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the project within the agreed upon time frame.

25. **SCRUTINIZED COMPANIES:** Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this solicitation through the term of this contract, including renewals or extensions.

    Acceptance of an offer certifies Contractor attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs.

26. **DEMONSTRATIONS/SAMPLES/MOCKUPS:** The Village may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

    When requested, samples are to be furnished free of charge to the Village. If a sample is requested, it must be delivered within seven (7) days of the request unless otherwise stated in the bid documents. Each sample must be marked with the following:

    - The Bidder's name, the bid item and the manufacturer's number.
    - Samples shall not be returned unless the Bidder requests when samples are delivered.
    - Samples must be a complete pack, box, bag, etc. of the required items(s), packaged as specified in the bid document.
    - Failure to provide samples packaged as required by the bid specifications shall result in the item(s) and/ or the bid being rejected as nonconforming.
    - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that ***do not conform*** to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the Village.

    The Village may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Bidder.

27. **COPYRIGHTS OR PATENT RIGHTS:** The Bidder warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing, or selling the goods shipped or ordered as a result of this ITB. The seller agrees to hold the Village harmless from all liability, loss or expense occasioned by any such violation.

28. **DEFAULT:** In case of default by the Bidder, the Board may procure the articles or services from other sources and hold the Bidder responsible for any excess costs incurred released.

29. **EMPLOYEES:** Employees of the awarded Bidder shall always be under its sole direction and not an employee or agent of the Village. The Awarded Bidder shall supply competent and physically capable employees. The Village may require the Awarded Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Awarded Bidder shall be responsible to the Village for the acts and omissions of all employees working under its directions.

30. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:** The Bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

    30.1 During the performance of the Contract, the awarded Bidder shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers.

    30.2 The awarded Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

    30.3 The awarded Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

    30.4 The awarded Bidder further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Bidder shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities.

    30.5 Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

31 **TAXES:** The Village is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided.

32 **SALES TAX:** All materials and supplies necessary for completion of this contract are subject to Florida Sales and Use Tax in accordance with Florida Statutes and shall be included in the Contract Price stated by the Contractor.

33. **DIRECT MATERIAL PURCHASES:** The Village reserves the right to issue purchase orders for materials to either the Contractor's or the Village's suppliers for construction related materials.

34. **UNIT PRICES:** Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of ITB Prices or Bid Form, the unit prices shall prevail.

35. **EXCLUSIVE RIGHTS-USE OF OTHER CONTRACTS:** The right to provide the commodities and services granted under this contract shall not be exclusive. The Village reserves the right to utilize any other Village contract, any State of Florida Contract, any contract awarded by any other city or county governmental

agencies, any other school board, any other community college/state university system cooperative ITB agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this ITB, if it is in the best interest to do so. The Village also reserves the right to separately ITB any single order or to purchase any item on this ITB if it is in its best interest to do so.

36. **COOPERATIVE PURCHASING AGREEMENTS:** All Bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, ***should the awarded Bidder(s) deem it in the best interest of their business to do so***. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

37. **RIGHTS TO BID DOCUMENTS:** All copies and contents of any bid, attachment, and explanation thereof submitted in response to this ITB (except copyright material), shall become the property of North Bay Village, FL. The Village reserves the right to use, at its discretion, and in any manner, it deems appropriate, any concept, idea, technique, or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Said material shall be returned to the Bidders prior to award of contract to preserve the proprietary and confidential nature of its contents.

38. **SEVERABILITY:** Indulgence by the Village on any non-compliance by the Bidder does not constitute a waiver of any rights under this ITB. If any term or provision of this ITB or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this ITB or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Bid/Contract shall be deemed valid and enforceable to the extent permitted by law.

39. **VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in Miami-Dade County, Florida. The venue of any legal action resulting from this Proposal shall be Miami-Dade County, Florida.

40. **EXPENSES:** Neither the VILLAGE nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. All expenses in the preparation of this ITB are the sole responsibility of the Bidder. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the ITB.

41. **IRREGULARITIES:** Proposals not meeting stated minimum terms and qualifications may be rejected by the Village as non-responsive or irregular. However, the Village reserves the right to waive any irregularities, technicalities, or informalities in any proposal. The Village reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

42. **SOVEREIGN IMMUNITY:** No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

43. **VERIFICATION OF EMPLOYMENT (E-VERIFY):** The Village shall not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The Village shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section I324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the Village.
    a. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
    b. Subcontractors
        (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
        (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
        (iii) Contractor shall provide a copy of such affidavit to the Village upon receipt and shall maintain a copy for the duration of the Agreement.
    c. Failure to comply with this provision is a material breach of the Agreement, and the Village may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the Village securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

44. **FLORIDA PREFERENCE**: Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from bidders having a principal place of business outside the State of Florida. If applicable, all bidders must complete and submit the Bidder's Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.

45. **PERSONAL INJURY AND PROPERTY DAMAGE**: The Contractor assumes all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

46. **TRADE-NAMED ITEMS:** When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The Village reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Chief Financial Officer. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded, and ordered are prohibited except as may be approved by the Chief Financial Officer.

SECTION IV
SPECIAL CONDITIONS

4.1 QUALIFICATIONS OF BIDDERS

This ITB shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified. The Bidder should submit the following information with their bid response package to be considered responsive for the Village to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid response being considered non-responsive.

A. Bidder must submit proof of current licenses for staff to perform work as specified in the state of Florida.

B. Contractor/Firm must have a minimum of five years' comparable experience, specializing in Street Sign Fabrication & Installation.

C. Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

D. No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Village, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the Village, or who is deemed irresponsible or unreliable by North Bay Village in its sole discretion.

4.2 SUBCONTRACTING

It is the intention of this bid not to subcontract any work. However, if a vendor must subcontract, they may not subcontract any more than 25% of any portion of this contract for any reason. (The Village discourages subcontracting practices for any substantial portion of the requested services in this bid). **If bidders are subcontracting, this information is to be submitted with their bid response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, license number, type of work to be performed and percentage of work that may be provided by Subcontractor.** The Village reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award. Changing subcontractors throughout the course of the contract is prohibited, unless the using department and the Purchasing Department approve changes in writing by Bidder's written request. The Village reserves the right to reject any request to change subcontractors.

4.3 AWARD METHOD

The Village reserves the right to award on an all or none basis or to make a multiple award to the lowest and best responsive responsible bidder, if it is in the best interest of the Village, and as follows:

The Village intends to award this bid to a Primary bidder. Award of the primary will be determined in order of responsiveness, delivery, and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the Village. After the bid has been awarded, the Primary bidder will be used in every instance of ordering services as long as their firm is capable of delivering the services in question within the time specified in this bid. If the Primary bidder is not able to deliver the services in question within the specified time, the Village reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible, and /or contact the tertiary bidder with the subsequent lowest responsive responsible bid accordingly.

4.4 PERFORMANCE

Throughout the contract period the Consultant(s) performance will be monitored by Village staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications, and requirements of the ITB and receives an unacceptable rating, the Village may without cause and without prejudice to any other right or remedy, terminate the contract whenever the Village determines that such termination is in the best interest of the Village. Vendor's receiving an unacceptable rating shall be served by written notice by the Procurement Department. The Village shall be the sole judge of nonperformance.

4.5 TERMINATION CLAUSES

A. The Contract may be terminated as follows:

1. By the Village, at is convenience pursuant to paragraph B, below.
2. By the Village for Contractor's failure to adequately perform the Contract, pursuant to paragraph C, below.
3. By the mutual Contract of the parties, or as may otherwise be provided below.
4. In the event of the termination of the Contract, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated, or released.

A. Termination for Village's Convenience: The Village, by written 30-day notice, shall have the right to terminate and cancel the Contract, without the Contractor being at fault, for any cause or for its own convenience, and require the Contractor to immediately stop work. In such event, the Village shall pay the Contractor for the work performed. The Village shall not be liable to the Contractor for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

B. Termination for Contractor's Failure to Perform: In addition to any other termination provisions that may be provided in the Contract, the Village may terminate the Contract in whole or in part if the Contractor makes a false Invoice or fails to perform any obligation under the Contract and does not remedy the failure within fifteen (15) calendar days after receipt by the Contractor of written demand from the Village to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the failure. In the event that the awarded bidder abandons this Contract or causes it to be terminated, awarded bidder shall indemnify the Village against loss pertaining to this termination.

C. Default: In case of default by the Bidder, the Board may procure the articles or services from other sources and hold the Bidder responsible for any excess costs incurred thereby.

D. Payment Upon Termination: Upon termination of the Contract, the Village shall pay the Contractor for those Services rendered and contracted for under the Contract, and those reasonable and provable expenses required and actually incurred by the Contractor for Services prior to the effective date of termination. Where the Contract is terminated for cause by the Village, such payment shall be reduced by an amount equal to any reasonable and provable expenses actual incurred by the Village as a direct result of the termination.

RIGHT OF INSPECTION/COOPERATION WITH FEMA, STATE, OR OTHER AGENCIES: In the event that services performed under this Agreement could be reimbursable from FEMA or other federal, state, or local programs or grants, the awarded Responder(s) will work with the Village and/or its designated representatives of any organization providing reimbursement to the extent necessary to provide all required information for reimbursement. This information may include but not be limited to backup documentation and/or justification for all costs, list(s) of materials and/or equipment used, including amount and/or time of

usage, and hours and rates of labor performed in the completion of work relating to this Agreement. Failure to supply information requested could result in non-payment.

SECTION V

SCOPE OF WORK

5.1 OVERVIEW



North Bay Village (the "Village") is in the heart of Biscayne Bay, between the cities of Miami and Miami Beach. The Village is composed of three man-made islands: Harbor Island, North Bay Island, and Treasure Island. The Village is zoned almost equally for single-family and multi-family dwellings.

It is the intent of the Village to contract, with one or more qualified firms, to fabricate and install at various sites, sixty-two (62) decorative street signs and poles. Selected vendor(s) must provide specifications for the signs and poles to the Village for approval, prior to installation.

Selected vendor(s) must follow all applicable Standards & Regulations including, but not limited to:

- **Florida Department of Transportation (FDOT) Standard Plans for Road Construction:**
  - Standard Plans for Road Construction FY 2023-24
    - https://www.fdot.gov/design/standardplans/current/24.shtm

- **Federal Highway Administration (FHWA) – Manual on Uniform Traffic Control Devices (MUTCD):**
  - https://mutcd.fhwa.dot.gov/

- **Miami-Dade County – Standards & Code Requirements**

- **North Bay Village Specifications & Locations**

5.2 BACKGROUND

The Village is implementing new signage using the conceptual design provided by Village Consultant Stantec. Sixty-two (62) street signs and poles will be installed on different street and sidewalk locations (corners, intersections, etc.). The signs will include the North Bay Village name and indicate the name of the selected street(s) location. The awarded contractor will be provided with the street names and the installation locations.

5.3 WORK OBJECTIVES

A. Provide Sign Detail with Color & Measurement Specifications.

B. Provide a clear and efficient guiding/informative signage system for the Village commuters.

C. Install sixty-two (62) street signs and poles on selected locations to command attention and placed in a manner that gives drivers adequate time to respond.

SECTION VI

INSURANCE REQUIREMENTS

6.1 INSURANCE REQUIREMENTS

A. Be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and;

B. Must have a current rating of "A-" or better and a Financial Size Category of "VIII" or better according to the most recent rating in effect by the A.M. Best Company.

C. North Bay Village must be named as an additional insured on the Commercial General Liability, Business Auto Liability and the Builder's Risk/Installation Floater if required below. If applicable, Certificates shall be filed with the Village by the Contractor, prior to commencement of the Work.

D. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled without prior written notice to the Village. The Certificates of Insurance from the Commercial General Liability, Business Auto Liability and the Builder's Risk/Installation Floater must have North Bay Village as an additional insured in connection with the work contracted to (Name of Contractor). This insurance applies separately to the Village except with respect to limits of liability and is primary to rather than contributory with any insurance or self-insurance carried by the Village.

E. Any deviation to the insurance contract terms, conditions or limits listed below need to be approved by the Deputy Village Manager. Any projects involving Design Professionals (i.e., architects, engineers) shall also have professional liability requirements in the contract.

F. Contractors shall not charge a markup or fee of any type on any insurance policies required herein.

G. References to letter and number combinations (i.e., CG 2037) refer to Insurance Services Office (ISO) forms and represent specific coverage provisions that may not be deviated from without approval by the Deputy Village Manager. Contractors, vendors and Consultants should consult with their insurance agent/carrier for more information.

H. Contact the Deputy Village Manager at (305) 756-7171 with any questions. All exceptions must be approved, in advance by the Deputy Village Manager.

I. Construction businesses are required to carry workers' compensation insurance for every employee, including contractors. Firms with four (4) or less employees and does not acquire workers' compensation insurance must submit their State certificate of election to be exempt.

J. Other applicable insurance and indemnification terms are identified in Articles 5 and 6 of Supplementary Conditions.

K. The CONTRACTOR agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to the CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. The CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as required by the Deputy Village Manager before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the Deputy Village Manager certificates of all insurance required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the Village harmless from any damage resulting to it for failure of either CONTRACTOR or any subcontractor to obtain or maintain such insurance.

L. The Village reserves the right to require higher limits depending upon the scope of work under this Agreement.

M. Neither the CONTRACTOR nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the Village with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall ensure that all subcontractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement.

N. Policies shall be" Occurrence" form. Each carrier shall give the Village sixty (60) days' notice prior to cancellation.

O. The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to add North Bay Village, its Commission, employees, officers and agents as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the Village. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

6.2 INDEMNIFICATION

A. Awarded Bidder recognizes the broad nature of this article and voluntarily agrees to indemnify North Bay Village to the fullest extent permitted by Florida law and shall protect, defend, indemnify and hold harmless the Commission, its agents, officers, elected officials, volunteers and employees from and against all claims, expenses, actions, liabilities, losses (including economic losses) and costs arising out of or related to any actual or alleged bodily injury, sickness, disease or death, or injury to or destructions of tangible property.

B. CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the Village, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Village, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the Village or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the Village, or its agents, employees, or representatives.

C. The CONTRACTOR, without exemption, shall indemnify and hold harmless, the Village, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the Village the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Village agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article shall survive the termination of any contract with the Village.

D. The parties agree that Ten Dollars ($10.00) of the total compensation paid to the Bidder for performance of this Agreement shall represent the specific consideration for the Bidder's indemnification of the Owner.

E. The Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement.

F. It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification

and the "Specific Consideration" therefore.

G. Nothing contained herein is intended nor shall be construed to waive Village's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

6.3 INSURANCE LIMITS

A. **Commercial General Liability:** Insurance coverage for death, bodily injury, personal injury, or property damage. Coverage must be on an occurrence form with limits of least $1,000,000 each occurrence and $2,000,000 general aggregate. North Bay Village must be added as an ADDITIONAL INSURED. Any requirements, conditions, or stipulations that limit or restrict a covered activity must be clearly indicated on the Certificate of Insurance or attached thereto. If coverage is afforded solely or in part, through membership, registration, or participation in a master association, organization, or group, the terms and conditions for continued eligibility must be maintained. A lapse in insurance or failure to maintain appropriate coverage may result in the termination of this agreement.

B. **Automobile Liability:** Insurance coverage for any auto, including hired and non-owned, used in the course and scope of work. Business automobile liability insurance coverage must be on an occurrence form with limits of at least $500,000 combined single limit, or $100,000 per person and $300,000 per accident. *Insurance is required as noted herein if your business owns, leases or rents vehicles. For personal vehicles that are not owned by the business but are driven onto school property in order to conduct business, we require evidence of personal automobile insurance at least equal to the Florida legal minimum of $10,000 personal injury protection (PIP) and $10,000 property damage liability (PDL).*

C. **Workers' Compensation and Employers' Liability:** Insurance that complies with Florida statute, Chapter 440. Minimum coverage limits must be the greater of (1) the statutory requirement or (2) $500,000 each accident, $500,000 disease - each employee, $500,000 disease - policy limit. *Workers' Compensation insurance is only required if Florida statute mandates that your business have coverage.*

Type of Coverage	Minimum Coverage Limit	Notes
Commercial General Liability	$1,000,000 / $2,000,000	Requires Village to be listed as additional insured. Contract language shall require Waiver of Subrogation
Workers' Compensation Employer's Liability	To Statutory Limits (F.S. 440) $ 500,000/$500,000/$500,000	Contract language shall require Waiver of Subrogation
Auto Liability	$500,000	Contract language shall require Waiver of Subrogation with owned, hired and non-owned.
Pollution Liability	$1,000,000	Required for all design and design/build activities such as architects, engineers, etc.

SECTION VII
FORMS

7.1 BID COVER PAGE CHECKLIST/BID FORM
7.2 BID FORM
7.3 SCHEDULE OF BID PRICES
7.4 BIDDER'S QUALIFICATIONS STATEMENT
7.5 SUBCONTRACTOR LIST
7.6 REFERENCE FORM
7.7 NON-COLLUSIVE AFFIDAVIT
7.8 CONFLICT OF INTEREST
7.9 DRUG FREE WORKPLACE
7.10 PUBLIC ENTITY CRIMES
7.11 E-VERIFY AFFIDAVIT
7.12 NO BID

BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: _____ BID NO: _____

COMPANY NAME: _____ PHONE NO: _____

- ❑ **1.** Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline.** Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive**.**
- ❑ **2** Bid Form/Schedule/Bid Submittal Certification: **Carefully read** *all* **Bid Documents, and properly complete the Bid Form and execute the certification.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- ❑ **3.** Bidder's Qualification Statement: **Complete and sign the** Bidder's Qualification Statement. (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- ❑ **4.** Subcontractor List: **Complete the form.**
- ❑ **5.** References**: Complete and submit references on the designated Form.**
- ❑ **6**. Non-Collusion Affidavit: **Sign the Non-Collusion Affidavit and have it notarized**.
- ❑ **7.** Conflict of Interest: **Complete and sign the form**.
- ❑ **8.** Drug Free Workplace Form: **Sign the Drug Free Workplace Form**.
- ❑ **9.** Public Entity Crime Statement: **Sign the Public Entity Crime Statement and have it notarized**.
- ❑ **10.** E-Verify Affidavit: **Sign the E-Verify Affidavit and have it notarized. Provide proof of enrollment.**
- ❑ **11.** Proof of Insurance: Include proof of insurance containing ***a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the VILLAGE and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the VILLAGE, and their officers, directors, agents, and employees as "additional insured***". Attach to the back of your submittal.
- ❑ **12.** Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal**.**
- ❑ **13. Proof that firm is registered with the Florida Division of Corporations https://dos.myflorida.com/sunbiz/ and Business Tax Receipt, if applicable.**
- ❑ **14. IF** "NO BID" **is offered, please complete the last section in the Bid Form and return it to the Purchasing Department.**

BID FORM

BID NAME:_____ BID NO: _____

Submitted By: _____ Date: _____
(BIDDER)

A. SCOPE OF WORK

The scope of work consists of contracting with one or more qualified firms to provide Street Sign Fabrication & Installation.

B. BIDDER ACKNOWLEDGES

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the VILLAGE to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the VILLAGE within ten (10) days after the date of VILLAGE'S Notice of Intent to Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that:
   a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

   b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.
   c. BIDDER has given the VILLAGE written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the VILLAGE is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Fax Number _____

Cell Phone Number _____

6. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # _____

SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, the cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All rates quoted shall include travel means, labor and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the Village work sites.

The Village intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, cleanup, and other means of construction to successfully complete the project in accordance with specifications and construction documents herein.

Item	Description	Est. Qty	Unit	Price	Value
1.	Fabrication of Decorative Street Sign and pole, following the MUTCD Manual, FDOT, Miami-Dade County Standards and Code Requirements, and NBV Specifications and Locations.	,62	EA	**$**	**$**
2.	Installation at various sites of Decorative Street Sign and pole, following the MUTCD Manual, FDOT, Miami-Dade County Standards and Code Requirements, and NBV Specifications and Locations.	62	EA	**$**	**$**
3.	Contingency	1	LS	**$5,000**	**$5,000**
	TOTAL BID AMOUNT				**$**
Estimated quantity is for bid evaluation purposes. Actual quantity and/or services may vary.					

TRENCH SAFETY

Item	Trench Safety Measure (Description)	Unit (Qty)	Unit of Measure (LF, SY)	Unit Cost	Extended Cost
A.					
B.					
C.					
	Failure to complete the above may result in the bid being declared non-responsive				

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

Submitted on this _____ day of _____, 20__.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

_____

By _____

b. (If a corporation)

(Affix Seal) Signature of BIDDER _____

By _____

Attested by Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

CERTIFICATE

(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20_____, between the North Bay Village, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
(Signature)

_____
(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by ____ _____ who □ is personally known to me or who □ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE

(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ___, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20___, between the North Bay Village, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by ____ _____ who □ is personally known to me or who □ has presented the following type of identification: ____ _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

BIDDER'S Telephone, _____ Fax Number: _____

BIDDER'S Email address: _____

BIDDER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

(Please attach certificate)

BIDDER'S Federal Identification Number: _____

2. Number of years as a Contractor in this type of work: _____

   Number of years under your present business name?

   _____

3. How many years under a previous business name? List name(s) below.

   _____

   _____

   _____

4. Type of Business:

   ☐Sole Proprietorship ☐Partnership ☐Corporation ☐ Joint Venture

If a Corporation, answer this:	If a Partnership or Individual Proprietorship, answer this:
Date of incorporation:	Date of organization:
In what State:	If a partnership, state whether partnership is general, limited association:

5. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President:	
Vice President:	
Vice President:	
Secretary:	
Treasurer:	

SUBSIDIARY OR AFFILIATED COMPANIES
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLAIN IN DETAILTHE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	**Indicate By (X)**	**Copy of Joint Venture Agreement Attached (Y/N)**	**If applicable, how will work be distributed between partners?**
Corporation			
Joint Venture			
Partnership			

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	**Length of Time in Business**

7. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).

8. Other Office Locations – Location of other offices from which resources may be drawn.

9. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe.

10. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

11. Within the previous 5 years has your organization been involved in litigation? _____. If so, please list and explain nature and current status or resolution.

12. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

13. Is your organization currently pre-qualified with any governmental agency? _____ If so, please list.

14. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

15. What is the last project of this nature that you have completed?

16. Have the Surety Company who will provide your bonds (said Surety Company must have an AM Best rating of Class XI A or better per the Supplementary Conditions, Section IV), provide you with written verification showing that your firm will be bonded for the amount of the contract. This must be submitted with your bid.

17. Have you personally reviewed the proposed WORK, and do you have a complete plan for its performance?

18. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work is licensed for.

Name	License#	Type of Work

19. Will you sublet any part of this WORK? If so, give details.

_____

20. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

_____

21. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.

_____

22. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

_____

23. Has the Bidder, its principals, officers, or predecessor organization(s) ever filed for bankruptcy? If so, provide details.

_____

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

_____ _____

Print Name/Title Date:

_____ _____

Signature Email:

SUBCONTRACTOR LIST

The undersigned Bidder hereby designates, as follows, all major subcontractors whom he proposes to utilize for this service. The Bidder is further notified that all subcontractors shall be properly licensed, insured, may not subcontract any more than 25% of any portion of this contract for any reason, and shall be required to furnish the Owner with a certificate of insurance in accordance with Section VI, Insurance Requirements. Failure to provide this information shall be grounds for rejection of the Bidder's submittal.

Name, Address/ Phone#	License#	Specialty-Duties	Contract Amount $	% of contract

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the VILLAGE and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the VILLAGE and the persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date _____

REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

#**1 REFERENCE**

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

#2 **REFERENCE**

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

#3 **REFERENCE**

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____ by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

SEAL

_____
Notary Public (Signature), State of Florida

My Commission Expires: _____

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of MCSB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	North Bay Village Title or Position of Bidder's Employee	North Bay Village Department of Bidder's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by BIDDER who are also an employee of North Bay Village.

☐ I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of North Bay Village, have been identified above.

Signature

Company Name

Name, Title of Official

Business Address, City, State, Zip Code

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an ITB received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie ITBs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under ITB a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under ITB, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature

_____

(Print or Type Name)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of

Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20_____ by _____ who □ is personally known to me or who □ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

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

STATEMENT OF NO BID

Please complete and return this form prior to ITB opening date.

ITB NAME: _____ ITB NO: _____

COMPANY NAME: _____ PHONE NO: _____

We have declined to submit on this solicitation for the following reasons:

☐ Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)

☐ Insufficient time to respond to solicitation.

☐ We do not offer this product/service or equivalent.

☐ Our project schedule would not permit us to perform.

☐ Unable to meet specifications, please explain _____

☐ Unable to meet requirements, please explain _____

☐ Specifications unclear, please explain _____

☐ Other, please specify _____

REMARKS:

_____

_____

_____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE MCSB FOR FUTURE PROJECTS.

_____ _____

Typed Name Title

_____ _____

Signature Date

SECTION VIII
LIST OF EXHIBITS

A. EXHIBIT A – STREET SIGN CONCEPTUAL DESIGN

BID TABULATION ANALYSIS

NBV STREET SIGNS FABRICATION/INSTALLATION

ITB No. 2023-004				Valentin		BSG B Sign Group		Horsepower Electricestead Concrete & Drainage Inc.	
Item	DESCRIPTION- NBV STREET SIGNS	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Fabrication of Decorative Street Sign and pole, following the MUTCD Manual, FDOT, Miami-Dade County Standards and Code Requirements, and NBV Specifications and Locations.	EA	62	$ 995.00	$ 61,690.00	$ 776.00	$ 48,112.00	$ 963.00	$59,706.00
2	Installation at various sites of Decorative Street Sign and pole, following the MUTCD Manual, FDOT, Miami-Dade County Standards and Code Requirements, and NBV Specifications and Locations.	EA	62	$ 500.00	$ 31,000.00	$ 400.00	$ 24,800.00	$ 837.00	$51,894.00
3	Contingency	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
Subtotals					**$97,690.00**		**$77,912.00**		**$116,600.00**

Lowest bid		X	
Highest Bid			X
Positive recommendations from references		X	X
Relevant Experience		X	X
Responsive (all documentation submitted)		X	X

Recommendation		X	

Exhibit B

Budget Amendment Form

Department	Transportation	Date	9/28/2023
Fund(s) to be changed: Transportation Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
115.00.389.3890	Appropriation of Fund Balance	$ 44,445.00	$ -
115.18.541.6308	Roads & Street Improvements - Project #TF23-03 Street Sign Replacement	$ -	$ 44,445.00
TOTAL (Columns must be equal)		**$ 44,445.00**	**$ 44,445.00**

Description:

Move remaining Street Sign Replacement Project Cost to Fund Balance - to fund project #TF23-03 in the next FY

NORTH BAY VILLAGE, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FY 2023-24 THROUGH FY 2027-28

CITIZEN'S INDEPENDENT TRANSPORTATION TRUST FUND (CITT)

PROJECT	DESCRIPTION	CIE	Cost of Five-Year Program	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
ADA IMPROVEMENTS								
TF23-01	Treasure Island ADA Improvements (Phase II) - Construction	D	$ 25,000	$ 25,000	$ -	$ -	$ -	$ -
TF24-02	Harbor Island and North Bay Island Sidewalk Improvements-Design & Construction	D	360,000	360,000	-	-	-	-
TF24-03	Harbor Island Reconfiguration - Entrance with Traffic Circle & Crosswalk	D	675,000	75,000	600,000	-	-	-
	ADA IMPROVEMENTS TOTAL		**$ 1,060,000**	**$ 460,000**	**$ 600,000**	**$ -**	**$ -**	**$ -**
TRANSIT IMPROVEMENTS								
TF24-01	Electrical Vehicle Charging Station	D	$ 25,000	$ 25,000	$ -	$ -	$ -	$ -
TF23-02	Causeway Bus Shelters - Design & Construction	G	125,000	25,000	25,000	25,000	25,000	25,000
TF23-03	Street Sign Replacement	G	125,000	25,000	50,000	50,000	-	-
	TRANSIT IMPROVEMENTS TOTAL		**$ 275,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 25,000**	**$ 25,000**
TOTAL CITIZEN'S INDEPENDENT TRANSPORTATION TRUST FUND			**$ 1,335,000**	**$ 535,000**	**$ 675,000**	**$ 75,000**	**$ 25,000**	**$ 25,000**
TOTAL CITIZEN'S INDEPENDENT TRANSPORTATION TRUST FUND								
	Cash Carried Forward			$ 1,690,218	$ 1,555,239	$ 1,204,596	$ 1,454,153	$ 1,758,982
	Surtax			532,781	538,109	543,490	548,925	554,414
	Transfer from General Fund			107,400	-	-	-	-
	Less: Non-Capital Use for Maintenance			(45,500)	(46,865)	(48,271)	(49,719)	(51,211)
	Less: FreeBee			(119,812)	(119,812)	(119,812)	(119,812)	(119,812)
	Transfer to Capital Projects Fund			(377,710)	-	-	-	-
	Transfer to Debt Service - Roadway Improvements Capital Projects Fund			(108,736)	(108,736)	(112,576)	(111,355)	(110,134)
	Transfer from General Fund (MOU)			55,248	55,248	55,248	55,248	55,248
	Other Revenues			6,350	6,414	6,478	6,542	6,608
	State Appropriation			350,000	-	-	-	-
TOTAL FUNDING AVAILABLE				**$ 2,090,239**	**$ 1,879,596**	**$ 1,529,153**	**$ 1,783,982**	**$ 2,094,095**
BALANCE AVAILABLE AT SEPTEMBER 30				**$ 1,555,239**	**$ 1,204,596**	**$ 1,454,153**	**$ 1,758,982**	**$ 2,069,095**

*Pending approval from FDOT

CIE: Capital Improvement Element
CL: Capital Lease
D: Deficiency
G: Growth
R: Replacement

Exhibit D

NORTH BAY VILLAGE, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FY 2023-24 THROUGH FY 2027-28

CITIZEN'S INDEPENDENT TRANSPORTATION TRUST FUND (CITT)

PROJECT	DESCRIPTION	CIE	Cost of Five-Year Program	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
ADA IMPROVEMENTS								
TF23-01	Treasure Island ADA Improvements (Phase II) - Construction	D	$ 25,000	$ 25,000	$ -	$ -	$ -	$ -
TF24-02	Harbor Island, North Bay Island, & Treasure Island Sidewalk & Crosswalk Improvements (Phase III)- Design & Construction*	D	$ 568,500	$ 568,500	$ -	$ -	$ -	$ -
TF24-03	Harbor Island Reconfiguration - Entrance with Traffic Oval-Design & Construction*	D	$ 557,500	$ 75,000	$ -	$ -	$ 482,500	$ -
	ADA IMPROVEMENTS TOTAL		**$ 1,151,000**	**$ 668,500**	**$ -**	**$ -**	**$ 482,500**	**$ -**
TRANSIT IMPROVEMENTS								
TF23-02	Causeway Bus Shelters - Design & Construction	G	$ 125,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
TF23-03	Street Sign Replacement	G	77,912	77,912	-	-	-	-
TF24-01	Electrical Vehicle Charging Station	D	25,000	25,000	-	-	-	-
	TRANSIT IMPROVEMENTS TOTAL		**$ 227,912**	**$ 127,912**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**
TOTAL CITIZEN'S INDEPENDENT TRANSPORTATION TRUST FUND			**$ 1,378,912**	**$ 796,412**	**$ 25,000**	**$ 25,000**	**$ 507,500**	**$ 25,000**
PROJECTED FUNDING								
	Cash Carried Forward			$ 1,690,218	1,293,827	1,593,184	1,892,741	2,141,070
	Surtax			532,781	538,109	543,490	548,925	554,414
	Transfer from General Fund			107,400	-	-	-	-
	Less: Non-Capital Use for Maintenance			(45,500)	(46,865)	(48,271)	(49,719)	(51,211)
	Less: FreeBee			(119,812)	(119,812)	(119,812)	(119,812)	(119,812)
	Transfer to Capital Projects Fund			(377,710)	-	-	-	-
	Transfer to Debt Service - Roadway Improvements Capital Projects Fund			(108,736)	(108,736)	(112,576)	(111,355)	(110,134)
	Transfer from General Fund (MOU)			55,248	55,248	55,248	55,248	55,248
	Other Revenues			6,350	6,414	6,478	6,542	6,608
	State Appropriation*			350,000	-	-	-	-
	FDOT Grant*			-	-	-	426,000	-
TOTAL FUNDING AVAILABLE				**$ 2,090,239**	**$ 1,618,184**	**$ 1,917,741**	**$ 2,648,570**	**$ 2,476,183**
BALANCE AVAILABLE AT SEPTEMBER 30				**$ 1,293,827**	**$ 1,593,184**	**$ 1,892,741**	**$ 2,141,070**	**$ 2,451,183**

*Projects TF24-02 & TF24-03 funding to be phased into 2 separate projects, pending FDOT approval.

CIE: Capital Improvement Element
CL: Capital Lease
D: Deficiency
G: Growth
R: Replacement

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: A Resolution Approving a Contract Renewal with Florida Department of Transportation (FDOT) for Debris Management Services - Village Manager Dr. Ralph Rosado (Public Works Director Marlon Lobban)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEBRIS MANAGEMENT DEPARTMENT FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONTINUED PROVISION OF DEBRIS MANAGEMENT SERVICES FOR THE EAST BRIDGE FOR THE PERIOD COMMENCING MARCH 20, 2024, THROUGH MARCH 20, 2025; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Execute a Debris Management Department Funded Agreement with FDOT for the Village to provide debris management of the East Bridge and Flat bridge for an annual compensation of $5,000.

BACKGROUND AND ANALYSIS

This item is for a new Debris Removal Agreement with the Florida Department of Transportation (FDOT) for the continued debris management services for the East and Flat bridge.

In recent years, the Village Commission and Staff received considerable resident complaints about the cleanliness of the sidewalks on the East Bridge, which connects North Bay Village with Miami Beach. The cleanliness of the East Bridge falls under the purview of the Florida Department of Transportation (FDOT), which owns the bridge. FDOT has conducted debris removal maintenance of the bridge but only upon request.

Furthermore, the Village Commission urged the Village Manager to work with FDOT to devise a solution that would result in greater cleanliness of the East Bridge in particular, and the Manager secured compensation from FDOT for debris maintenance of the bridge each week. The accompanying agreement prepared by the Florida Department of Transportation (FDOT) achieves the Village Commission's directive to keep the bridge sidewalks clean, for the benefit of our residents and other pedestrians.

It is recommended that the Village Commission approve the Debris Removal Agreement with FDOT for the continued provision of debris management services for the East Bridge and flat bridge for an annual compensation of $5,000.

The intent is for this new agreement to be effective on March 21, 2024, through March 20, 2025, and for there to be up to two one-year renewals of the agreement (i.e., through March 20, 2027). In addition, the agreement provides for a six-month extension.

Approval of this item will continue to make North Bay Village an attractive destination; as such, it promotes the pillar of Livability.

Livability
By centering on people – residents, business owners and visitors – North Bay Village will become a more attractive place to work, live and do business. The NBV100 Livability pillar puts the focus on 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.)
Revenue of $5,000 annually budgeted in the Street Maintenance Fund - 112-00-344-3442 Causeway Maintenance

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution -Debris Management Agreement w. FDOT for East Bridge 2024-25.DOCX
NBV - Debris Management On and Over SR-934.docx

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEBRIS MANAGEMENT DEPARTMENT FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONTINUED PROVISION OF DEBRIS MANAGEMENT SERVICES FOR THE EAST BRIDGE FOR THE PERIOD COMMENCING MARCH 20, 2024, THROUGH MARCH 20, 2025; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in prior years, North Bay Village (the "Village") has received complaints about the cleanliness of the sidewalks on the East Bridge, which connects the Village with Miami Beach; and

WHEREAS, as the owner of the East Bridge, the Florida Department of Transportation ("FDOT") is responsible for cleanliness of the East Bridge, however, FDOT's service to the East Bridge was sporadic and upon request only; and

WHEREAS, at the Village Commission's urging, the Village administration solicited compensation from FDOT for the Village's efforts to maintain the East Bridge and, on February 25, 2021, the Village Commission adopted Resolution No. 2021-007 approving a Debris Management Department Funded Agreement (Contract No. ASL78) (the "2021 Agreement") with FDOT for the Village to assume debris management services (the "Services") for a one year term in order to address resident concerns about the cleanliness of the sidewalks on the East Bridge in exchange for a $5,000 annual payment from FDOT; and

WHEREAS, the Village and FDOT renewed the 2021 Agreement term twice, which is set to expire on March 20, 2024; and

WHEREAS, FDOT has proposed entering into the new agreement attached hereto as Exhibit "A" (the "Agreement") for the provision of the Services for the East Bridge in exchange for a $5,000.00 annual payment from FDOT for the period commencing March 20, 2024, through March 20, 2025, with the option to renew the agreement for up to two, one year periods (i.e., through March 20, 2027) and extend the agreement for six months; and

WHEREAS, Village Staff recommends that the Village Commission approve the Agreement in substantially the form attached hereto as Exhibit "A"; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Agreement in substantially the form attached hereto as Exhibit "A" with FDOT.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement with FDOT in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency. The Village Manager is further authorized to execute future renewals and extensions of the Agreement without further Village Commission approval.

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

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

DEBRIS MANAGEMENT
DEPARTMENT FUNDED AGREEMENT
BETWEEN THE
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
NORTH BAY VILLAGE

This Agreement, is made and entered into this _____day of _____, 20__, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and North Bay Village, a municipal corporation of the State of Florida, hereinafter referred to as the 'LOCAL GOVERNMENT'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains State Road 934 (NE 79th Street) from just west of Harbor Island Drive to just west of Bay Drive, in the LOCAL GOVERNMENT; and

WHEREAS, the DEPARTMENT, at the LOCAL GOVERNMENT's request, has agreed to compensate the LOCAL GOVERNMENT for the management of debris, hereinafter referred to as the 'PROJECT', and

WHEREAS, the LOCAL GOVERNMENT recognizes that the State Right-of-Way contains one bridge, which require ongoing debris management; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 448770-2-78-01, and has agreed to compensate the LOCAL GOVERNMENT for debris management as further described in Exhibit "A" – Scope of Services, and in accordance with the provisions of Exhibit "B" – Financial Summary, which exhibits are attached hereto, and incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the LOCAL GOVERNMENT is aware this Agreement will supplement all maintenance requirements between the DEPARTMENT and the LOCAL GOVERNMENT for all previously executed Permits and Agreements; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS AND OBLIGATIONS OF THE PARTIES

a. The LOCAL GOVERNMENT shall submit this Agreement to its LOCAL GOVERNMENT Council/Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "D" - Local Government's Resolution, and is herein incorporated by reference.

b. The LOCAL GOVERNMENT shall not commence the PROJECT until the effective date of this Agreement, which shall be the date reflected on the written notice to proceed, and the DEPARTMENT shall not compensate the LOCAL GOVERNMENT for any PROJECT work undertaken prior to the effective date of the Notice to Proceed.

c. The LOCAL GOVERNMENT shall be responsible for the management of litter over and on two bridges within the DEPARTMENT's right-of-way (the project limits) as described in Exhibit "A".

d. The LOCAL GOVERNMENT shall be responsible for performing the required maintenance within the project limits with the minimum frequencies stipulated in Exhibit "A".

e. Before the LOCAL GOVERNMENT starts the work, the DEPARTMENT shall be notified, via fax or e-mail. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, Bencze Vajta, P.E. at (305) 640-7165 or Bencze.Vajta@dot.state.fl.us

f. Payments to the LOCAL GOVERNMENT shall be made in accordance with Sections 3 and 5 of this Agreement.

3. FINANCIAL PROVISIONS

a. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT, up to the maximum participating annual amount of $5,000.00 for completion of the services described in Exhibit "A" – Scope of Services. The method of compensation is included in Exhibit "B" – Financial Summary.

b. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as PROJECT Number 448770-2-78-01, and the quantifiable,

measurable, and verifiable units of deliverables, consisting of the performance measures services required to perform the PROJECT Scope of Services described in Exhibit "A". (Section 287.058(1)(d) and (e), F.S.),

c. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A", accompanied by the duly executed certification document in Exhibit "C", thereby establishing that the Scope of Services described in Exhibit "A" have been completed. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. (Section 287.058 (1)(a), F.S.)

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT, or performed by the LOCAL GOVERNMENT, and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" – Scope of Services was met (see Exhibit "C" – "Work Certification Document").

e. There shall be no reimbursement or compensation for travel expenses under this Agreement.

f. Payment shall be made only after receipt and approval of goods and/or services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT.

The LOCAL GOVERNMENT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term. (Section 287.058(1)(h), F.S.).

The LOCAL GOVERNMENT providing goods and/or services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or

services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (Section 215.422(1), F.S.).

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the LOCAL GOVERNMENT. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices that have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (Section 215.422(3)(b), F.S.)

A Vendor Ombudsman has been established within the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516. (Section 215.422(5) and (7), F.S.)

g. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT's general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (Section 287.058(4), F.S.)

h. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the

value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

i. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.)

j. The LOCAL GOVERNMENT shall:

i. Utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. (Executive Order Number 2011-02).

The LOCAL GOVERNMENT shall insert the above clause into any contract entered into by the LOCAL GOVERNMENT with vendors or contractors hired by the LOCAL GOVERNMENT for purposes of performing its duties under this Agreement.

4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT:	Florida Department of Transportation 1000 NW 111 Avenue, Room 6205 Miami, Florida 33172-5800 Attention: District Maintenance Engineer
To LOCAL GOVERNMENT**:**	North Bay Village 1666 Kennedy Causeway, # 300 North Bay Village, Florida 33141 Attention: Village Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

5. INVOICING

a. The LOCAL GOVERNMENT shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include a completed Debris Management JPA Work Certification Document (Exhibit "C") certifying that the goods and/or services to be completed and paid under this Agreement have been satisfactorily completed and delivered in accordance with the required Scope of Work in Exhibit "A".

b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the LOCAL GOVERNMENT from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the LOCAL GOVERNMENT for the actual work it performs.

   i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the LOCAL GOVERNMENT from performing its work for a period of one (1) month or longer.

c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

6. FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** Deliverable(s) must be received and accepted in writing by the Contract Manager on the DEPARTMENT's invoice transmittal forms prior to payment. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within thirty (30) calendar days by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the DEPARTMENT may, at its option, proceed as follows:

a. The LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the

LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement period. **(Section 287.058(1)(h), F.S.)**

b. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT; or

c. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the effective date of this Agreement, which shall be the date reflected on the written notice to proceed, and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the LOCAL GOVERNMENT. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory LOCAL GOVERNMENT performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.

b. As mutually agreed by both parties.

c. In accordance with **Section 287.058(1)(c), F.S.,** the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the LOCAL GOVERNMENT refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the LOCAL GOVERNMENT pertinent to this Agreement which are subject to provisions of **Chapter 119, of the F.S.**

9. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the LOCAL GOVERNMENT expressed in writing, executed and delivered by each party.

12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the LOCAL GOVERNMENT shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the LOCAL GOVERNMENT's negligent exercise or of its responsibilities as set out in this AGREEMENT, including but not limited to, any negligent act, negligent action, negligence or omission by the LOCAL GOVERNMENT, its officers, agents, employees or representatives in the performance of this AGREEMENT, whether direct or indirect, except that neither the LOCAL GOVERNMENT nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of the DEPARTMENT.

The LOCAL GOVERNMENT's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the LOCAL GOVERNMENT's receipt of the DEPARTMENT's notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 4 of this AGREEMENT. The

DEPARTMENT's failure to notify the LOCAL GOVERNMENT of a claim shall not release the LOCAL GOVERNMENT of the above duty to defend and indemnify the DEPARTMENT.

The LOCAL GOVERNMENT shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The LOCAL GOVERNMENT's evaluation of liability or its inability to evaluate liability shall not excuse the LOCAL GOVERNMENT's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the DEPARTMENT was negligent shall excuse performance of this provision by the LOCAL GOVERNMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

NORTH BAY VILLAGE:	**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:**
BY: _____	**BY:** _____
LOCAL GOVERNMENT MANAGER	**DISTRICT SECRETARY**
ATTEST: _____	**ATTEST:** _____
(SEAL) LOCAL GOVERNMENT CLERK	**(SEAL) EXECUTIVE SECRETARY**

LEGAL REVIEW:

_____	_____
LOCAL GOVERNMENT ATTORNEY	**DISTRICT CHIEF COUNSEL**

Exhibit "A"
Scope of Services
Maintenance Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall be responsible for the debris management on and over one bridge within the DEPARTMENT's right of way on the State Roads below in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time.

State Road No.	Bridge Number	Bridge Description
934	870085 & 870551	Flat Fixed Bridges (Twin Structures) and Movable Steel Bridge

For each of the following work activities, the LOCAL GOVERNMENT shall be responsible for performing these minimum frequencies:

- Debris Management and Pickup - One hundred and eighty (180) times per year

The LOCAL GOVERNMENT shall perform a minimum of forty-five cycles per quarter for each of the work activities described above.

The LOCAL GOVERNMENT's maintenance obligations shall include but not be limited to:

a. Removing and properly disposing of all undesirable debris.

b. Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT's right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

FDOT Financial Project Number: 448770-2-78-01

County: Miami-Dade

FDOT Project Manager:
Bencze Vajta, P.E. - (305) 640-7165 or Bencze.Vajta@dot.state.fl.us

LOCAL GOVERNMENT Project Manager:
Ralph Rosado, PhD, AICP - (305) 756-7171 Ext. 24 or RRosado@nbvillage.com

Exhibit "B"
Financial Summary

Financial Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall submit invoices to the DEPARTMENT as described in Section 5 of this Agreement for the work described in Exhibit "A". The following are the maximum participating compensation amounts the DEPARTMENT will make annually for each of these work activities:

- **Debris Management and Pickup: $5,000.00**

TOTAL ANNUAL PROJECT AMOUNT ELIGIBLE FOR COMPENSATION BY THE DEPARTMENT: $5,000.00

The LOCAL GOVERNMENT may choose to exceed the required minimum maintenance frequencies for each of the work activities described above at no additional cost to the DEPARTMENT.

Exhibit "C"

CONTRACT NO:_____ Q1/Q2/Q3/Q4: _____

MUNICIPALITY:_____ INVOICE NO:_____

PAGE ____ OF ____

Instructions: Form to be completed by the Municipality certifying and documenting when the work was performed. The Department's Yard Engineer, or designee, will complete the portion confirming that the work performed meets the JPA scope.

Location / SR	Date Work Performed		
	Litter Pickup	Mowing *	Landscape/Tree Trimming

Comments / Remarks:

MUNICIPALITY CERTIFYING WORK WAS COMPLETED PER CONTRACT	FDOT CONFIRMS WORK WAS COMPLETED PER CONTRACT
Name (Print): _____	Name (Print): _____
Signature: _____	Signature: _____
Date: _____	Date: _____

* mowing work description also includes all types of mowing and edging/sweeping

Exhibit "D"
LOCAL GOVERNMENT's Resolution

To be herein incorporated once approved by the LOCAL GOVERNMENT Council/Commission.

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: A Resolution Approving an Agreement with LagomHR for Human Resources Consulting Services in an Amount Not to Exceed $30,000 - Village Manager Ralph Rosado, Ph.D., AICP

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LAGOMHR INC FOR HUMAN RESOURCES CONSULTING IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed agreement with LagomHR for Human Resources consulting services.

BACKGROUND AND ANALYSIS

The proposed Professional Services Agreement with LAGOMHR is to perform certain Human Resources consulting services on behalf of the Village.

LAGOMHR scope of work includes:
* Compensation Study for 24 non-union positions at $375 per positions, with a not-to-exceed amount of $9,000.
* Other projects and assignments on an as needed basis to at $175 per hour, with a not-to-exceed amount of $21,000. Including items such as Police Accreditation process and assisting in emergencies.

In addition, the 2023-2024 Fiscal Year Budget is being amended to reflect the following:
Transfer Fund Balance for LAGOMHR Human resources consulting services. 70/30 split

General Fund/Enterprise Fund according to current HR/ADP fee split. The total amount not to exceed $30,000.

It is recommended that the Village Commission approve the proposed agreement for Human Resources consulting services.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

General Fund (70%) - Professional Services 001.19.519.3160, $21,000. Enterprise Fund (30%) - Transfer to Professional Service 430.30.533.3160, $9,000 from the Appropriation of Fund Balance 430.33.389.3890.

PERSONNEL IMPACT

N/A

ATTACHMENTS

Resolution -LagoMHR Inc - HR Consulting .docx
Exhibit A - Agreement with LagoMHR Inc - Human Resources Consulting.DOCX
Exhibit A Budget Amendment Form-LAGOMHR.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LAGOMHR INC FOR HUMAN RESOURCES CONSULTING IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is in immediate need of human resources support (the "Services"); and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the Village's best interest to approve a Professional Services Agreement with LAGOMHR INC (the "Consultant") in substantially the form attached hereto as Exhibit "A" due to the advantageous pricing and experience offered by the Consultant, as further set forth in the agenda memorandum accompanying this Resolution, and authorize the Village Manager to execute the Agreement and expend budgeted funds; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

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

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

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution, including but not limited to the expenditure of budgeted funds.

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 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

LAGOMHR INC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of October, 2023 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **LAGOMHR INC**, a Florida Corporation (hereinafter, the "Consultant").

WHEREAS, the Village desires certain human resources consulting services; and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Scope of Services, 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 be from the Effective Date through September 30, 2024, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for up to three additional one year periods on the same terms as set forth herein upon written notice to the Consultant.

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

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A."

3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. Subconsultants.

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

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

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

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

6. Consultant's Responsibilities; Representations and Warranties.

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

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required

knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

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

7. Conflict of Interest.

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

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

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

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

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

9. Insurance.

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

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

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

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

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

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

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

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

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the

Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

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

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

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

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

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and

perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

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

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

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

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

16.8. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.</u> IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

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

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

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

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

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

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

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

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

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

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

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

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

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

30. **Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☐.

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

31.1. First Priority: Base Agreement;

31.2. Second Priority: Exhibit A – Scope of Services.

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

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, 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)

CONSULTANT

By: _____

Name: Yolanda N. Menegazzo

Title: CEO & HR Consultant

Entity: **LAGOMHR INC**

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:
LAGOMHR INC
Yolanda N. Menegazzo
President and Registered Agent
3097 SW 111 Avenue
Miami, FL 33165
305-494-2152 (telephone)
yolanda@lagomhr.net (email)

With a copy to:

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

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services set forth herein shall collectively be referred to as the "Services." Specifically, Consultant's Services shall include, but not be limited to, the following:

1. A Class and Compensation Study at $375.00 per position.
2. All other HR projects and assignments are $175.00 per hour.

Budget Amendment Form

Department	Utilities Administration	Date	10/16/2023
Fund(s) to be changed: Enterprise Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
430.30.533.3160	Professional Services	$ 9,000.00	
430.00.389.3890	Appropriation of Fund Balance		$ 9,000.00
TOTAL (Columns must be equal)		**$ 9,000.00**	**$ 9,000.00**

Description:

Transfer Fund Balance for LAGOMHR Human resources consulting services for Compensation Study ($375 per position) and other HR projects & assignments ($175 per hour). 70/30 split General Fund/Enterprise Fund according to current HR/ADP fee split. Comp Study (24 positions) Total not to exceed $30,000. General Fund portion will come from current FY24 Professional Services budget.

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: October 16, 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 the Lease of Eight Unmarked Police Vehicles from Enterprise Fleet Management, Inc. - Village Manager Ralph Rosado, Ph.D., AICP

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE LEASING OF EIGHT UNMARKED POLICE VEHICLES FROM ENTERPRISE FLEET MANAGEMENT, INC. PURSUANT TO THE MASTER WALKWAY LEASE AGREEMENT FOR LONG-TERM POLICE VEHICLE LEASING SERVICES WITH ENTERPRISE FLEET MANAGEMENT, INC. / ENTERPRISE FM, TRUST ; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize the Village Manager to execute an Equity Lease for eight vehicles with Enterprise Fleet Management.

BACKGROUND AND ANALYSIS

The Village has a long-standing contract with Enterprise Fleet Management (EFM) for the lease of both civilian and police municipal vehicles, having previously determined that leasing vehicles is the most cost-effective method of procuring and maintaining a current, viable fleet in a state of operational readiness.

The Village's lease program was designed so that police vehicles would be rotated on a 60-month cycle - in keeping with current, police fleet best practices. The COVID-19 Pandemic disrupted that plan and has introduced a complex and interconnected series of supply chain and logistics management obstacles that have disrupted the manufacturing and distribution of goods on a global scale - availability of vehicles, particularly in the government fleet space, have experienced significant deleterious impacts from those disruptions. As a result, the

Village's police fleet has aged beyond the planned 60-month time frame and now has multiple vehicles that are past their replacement date. Alas, current delivery times for police fleet vehicle orders are ranging from 10 to 14 months or more.

The acquisition of said vehicles will allow the police department to replace the past due vehicles and others that will become due for replacement soon. Among the vehicles to be replaced are the Chief's vehicle (Expedition), a Code Vehicle (past due - Escape), and six Ford Explorers to replace unmarked vehicles currently used by Detectives, Command Staff, and Administrative personnel.

The funding for these replacement vehicles will come from the department's fleet line item, as these are replacements of vehicles that have already been programmed into the budget.

It is recommended that the Village Commission authorize the lease of eight unmarked police vehicles with Enterprise Fleet Management, Inc.

This item also provides for an amendment to the Village's Master Lease Agreement with Enterprise. The amendment is being made to clarify that a failure to pay rent under the Master Lease as a result of non-appropriation of the rent by the Village Commission does not constitute an event of default. Under the Master Lease, the Village has the right to not appropriate the rent payment each fiscal year, in which case it must return the vehicles to EFM.

Approval of this item will promote the Pillar of Livability of the NBV10 0 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.)
Vehicle Leases 001.21.521.4410

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Lease of 8 Police Vehicles.DOCX
Resolution Exhibit A-2 - 2024 Ford Escape Equity Lease.pdf
Resolution Exhibit A-1 - 2024 Ford Expedition Equity Lease.pdf
Resolution Exhibit A-3 - 2024 Ford Explorer XLT Equity Lease.pdf
Resolution Exhibit B - Addendum to Equity MLA - FM TRUST.pdf

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE LEASING OF EIGHT UNMARKED POLICE VEHICLES FROM ENTERPRISE FLEET MANAGEMENT, INC. PURSUANT TO THE MASTER WALKWAY LEASE AGREEMENT FOR LONG-TERM POLICE VEHICLE LEASING SERVICES WITH ENTERPRISE FLEET MANAGEMENT, INC. / ENTERPRISE FM, TRUST; APPROVING A SECOND AMENDMENT TO MASTER WALKAWAY LEASE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village's (the "Village") Police Department has a need for eight replacement vehicles for its police vehicle fleet; and

WHEREAS, on October 25, 2016, the Village Commission adopted Resolution No. 2016-86 approving a Master Walkway Lease Agreement with Enterprise Fleet Management, Inc. / Enterprise FM, Trust ("EFM") for the acquisition of two police vehicles based on the City of Coral Springs competitively awarded agreement with EFM for long-term police vehicle leasing services (the "Master Lease"); and

WHEREAS, on October 12, 2016, the Village and EFM entered into the Master Lease and an Amendment to the Master Lease; and

WHEREAS, EFM has provided the Village with quotes, attached hereto as Exhibit "A" (the "Quotes"), for eight unmarked police vehicles (the "Vehicles"); and

WHEREAS, the cost associated with the Vehicles has been appropriated in the budget for fiscal year 2023-2024; and

WHEREAS, the Village and EFM wish to enter into a Second Amendment to the Master Lease, in substantially the form attached hereto as Exhibit "B"; and

WHEREAS, the Village Commission desires to authorize the leasing of the Vehicles consistent with the terms and conditions set forth in the Quotes and the Master Lease, as amended; 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 lease the Vehicles and execute the Quotes with EFM, in substantially the form attached hereto as Exhibit "A," and any other required documentation for the Vehicle leases, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 3. Approval. That the Village Commission hereby approves the Second Amendment, in substantially the form attached hereto as Exhibit "B," and authorizes the Village Manager to execute the Second Amendment, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. 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 the expenditure of budgeted funds.

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

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

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

PASSED AND ADOPTED on this 16th day of October, 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

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 7410164

Prepared For: North Bay Village
Casais, Manuel

Date 09/11/2023
AE/AM GS0/DC

Unit #
Year 2023 **Make** Ford **Model** Escape
Series Active 4dr Front-Wheel Drive
Vehicle Order Type Ordered **Term** 60 **State** FL **Customer#** 235126

$ 38,015.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** FL
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 150.00		Other:Courtesy Delivery Fee
$ 0.00	*	Capitalized Price Reduction
$ 0.00	*	Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 38,165.00		Total Capitalized Amount (Delivered Price)
$ 572.48		Depreciation Reserve @ 1.5000%
$ 183.40		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 755.88		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Jenkins, Robert
Exterior Color	Agate Black Metallic
Interior Color	Ebony w/Unique Cloth Front Bucket Seats
Lic. Plate Type	Yellow City
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit $0.00

$ 0.00 Physical Damage Management — Comp/Coll Deductible 0 / 0

$ 0.00 Full Maintenance Program[3] Contract Miles 0 — OverMileage Charge $ 0.0000 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 1 — # Tires 4 — Loaner Vehicle Not Included

$ 0.00		**Additional Services SubTotal**
$ 0.00		Sales Tax 7.0000% **State** FL
$ 755.88		**Total Monthly Rental Including Additional Services**
$ 3,816.20		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE North Bay Village

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment	C	$ 4,999.00
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 4,999.00
Aftermarket Equipment Total		$ 4,999.00

Open-End (Equity) Lease Rate Quote

Quote No: 7410164

VEHICLE INFORMATION:

2023 Ford Escape Active 4dr Front-Wheel Drive - US

Series ID: U0G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$28,171	$29,345.00
Total Options	$3,290.00	$3,500.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$32,956.00**	**$34,340.00**

SELECTED COLOR:

Exterior: UM-Agate Black Metallic

Interior: CB-Ebony w/Unique Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
106WB	106" Wheelbase	STD	STD
200A	Equipment Group 200A	NC	NC
425	50-State Emissions System	STD	STD
445	Transmission: eCVT (Fleet)	NC	NC
99Z	Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid (Fleet)	$3,290.00	$3,500.00
C	Unique Cloth Front Bucket Seats	Included	Included
CB_01	Ebony w/Unique Cloth Front Bucket Seats	NC	NC
FPASS	FordPass Connect	Included	Included
NONAX	2.91 Axle Ratio (Fleet)	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Shadow Silver-Painted Aluminum	Included	Included
SYNC	SYNC 4	Included	Included
UM_03	Agate Black Metallic	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
- Front Bumper Insert: black front bumper insert
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black w/chrome accents grille
- Exhaust Tip: chrome tip exhaust

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls
- Trunk/Hatch/Door Remote Release: power cargo access remote release
- Fuel Remote Release: power fuel remote release
- Power Windows: power windows with driver 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Intelligent Access proximity key
- Valet Key: valet function
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 1 seatback storage pockets
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- radio SiriusXM AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite LED low/high beam headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights

Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system

Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

LeatherSteeringWheel: leatherette steering wheel

Floor Mats: carpet front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 192-hp, 2.5-liter I-4 (hybrid regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD

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Open-End (Equity) Lease Rate Quote

Quote No: 7476553

Prepared For: North Bay Village PD
Casais, Manuel

Date 09/11/2023
AE/AM DP6/DC

Unit #
Year 2024 **Make** Ford **Model** Expedition
Series XLT 4dr 4x2
Vehicle Order Type In-Stock **Term** 60 **State** FL **Customer#** 578879

$ 62,520.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** FL
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 0.00		Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 62,520.00		Total Capitalized Amount (Delivered Price)
$ 937.80		Depreciation Reserve @ 1.5000%
$ 329.99		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 1,267.79		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 0.00		Full Maintenance Program[3] Contract Miles 0 — OverMileage Charge $ 0.0000 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 1 — # Tires 4 — Loaner Vehicle Not Included
$ 0.00		**Additional Services SubTotal**
$ 0.00		Sales Tax 7.0000% **State** FL
$ 1,267.79		**Total Monthly Rental Including Additional Services**
$ 6,252.00		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Stone Blue Metallic
Interior Color	(0 I) Black Onyx w/ActiveX-Trimmed 1st & 2nd
Lic. Plate Type	Yellow City
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE North Bay Village PD

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment	C	$ 4,999.00
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 4,999.00
Aftermarket Equipment Total		$ 4,999.00

Open-End (Equity) Lease Rate Quote

Quote No: 7476553

VEHICLE INFORMATION:

2024 Ford Expedition XLT 4dr 4x2 - US

Series ID: U1H

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$57,207	$59,590.00
Total Options	$959.00	$1,020.00
Destination Charge	$1,895.00	$1,895.00
Total Price	**$60,061.00**	**$62,505.00**

SELECTED COLOR:

Exterior: C8-(0 P) Stone Blue Metallic

Interior: VH-(0 I) Black Onyx w/ActiveX-Trimmed 1st & 2nd Row Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
122WB	122" Wheelbase	STD	STD
200A	Equipment Group 200A Standard Package	NC	NC
425	50 States Emissions System	STD	STD
44U	Transmission: 10-Speed Automatic w/SelectShift	Included	Included
62S	SiriusXM w/360L	Included	Included
998	Engine: 3.5L EcoBoost V6	Included	Included
C8_01	(0 P) Stone Blue Metallic	$465.00	$495.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,200 lbs	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Capable	Included	Included
STDTR	Tires: P275/65R18 AT	Included	Included
STDWL	Wheels: 18" Machined-Face Aluminum	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
V	ActiveX-Trimmed 1st & 2nd Row Seats	$494.00	$525.00
VH_03	(0 I) Black Onyx w/ActiveX-Trimmed 1st & 2nd Row Seats	NC	NC
X15	3.31 Axle Ratio	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Running Boards: running boards
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
- Rear Step Bumper: rear step bumper
- Body Material: galvanized steel/aluminum body material
- Roof Rack: rails only
- : class IV trailering with harness, hitch
- Body Side Cladding: body-coloured bodyside cladding
- Grille: black w/chrome surround grille

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning with separate controls
- Seat Memory: 3 driver memory seat settings (includes door mirrors, steering wheel, pedals,)
- Cruise Control: cruise control with steering wheel controls
- Rear Window Remote Release: keyfob rear window remote release
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
- Garage Door Opener: garage door transmitter
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Navigation System: Connected Navigation navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: illuminated locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 4 12V DC power outlets

Entertainment Features:

- radio SiriusXM with 360L AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite LED low/high beam headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Front Wipers: variable intermittent speed-sensitive wipers wipers
- Rear Window wiper: fixed interval rear window wiper
- Rear Window Defroster: rear window defroster
- Rear Window: flip-up rear windshield
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: digital/analog appearance
- Tachometer: tachometer
- Voltometer: voltmeter
- Compass: compass
- Exterior Temp: outside-temperature display
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Park Distance Control: Reverse Sensing System rear parking sensors
- Trip Computer: trip computer
- Trip Odometer: trip odometer
- Lane Departure Warning: lane departure
- Blind Spot Sensor: blind spot
- Front Pedestrian Braking: front pedestrian detection
- Following Distance Indicator: following distance alert
- Forward Collision Alert: forward collision
- Oil Pressure Gauge: oil pressure gauge
- Water Temp Gauge: water temp. gauge
- Clock: in-radio display clock
- Systems Monitor: driver information centre
- Rear Vision Camera: rear vision camera
- Oil Pressure Warning: oil-pressure warning
- Water Temp Warning: water-temp. warning
- Battery Warning: battery warning
- Lights On Warning: lights-on warning
- Key in Ignition Warning: key-in-ignition warning
- Low Fuel Warning: low-fuel warning
- Low Washer Fluid Warning: low-washer-fluid warning
- Door Ajar Warning: door-ajar warning
- Trunk Ajar Warning: trunk-ajar warning
- Brake Fluid Warning: brake-fluid warning

Safety And Security:

- ABS four-wheel ABS brakes
- Number of ABS Channels: 4 ABS channels
- Brake Assistance: brake assist
- Brake Type: four-wheel disc brakes
- Vented Disc Brakes: front and rear ventilated disc brakes
- Daytime Running Lights: daytime running lights
- Spare Tire Type: full-size spare tire
- Spare Tire Mount: underbody mounted spare tire w/crankdown
- Driver Front Impact Airbag: driver and passenger front-impact airbags
- Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
- Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
- Occupancy Sensor: front passenger airbag occupancy sensor
- Height Adjustable Seatbelts: height adjustable front seatbelts
- Seatbelt Pretensioners: front seatbelt pre-tensioners
- 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
- Side Impact Bars: side-impact bars
- Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
- Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints
3rd Row Headrests: 3 power adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 8
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 40-20-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
3rd Row Seat Type: fixed third row power 60-40 split-bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: ActiveX leatherette front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Shift Knob Trim: metal-look shift knob
LeatherSteeringWheel: leather steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light

Standard Engine:

Engine 380-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 7476579

Prepared For: North Bay Village PD
Casais, Manuel

Date 09/11/2023
AE/AM DP6/DC

Unit #
Year 2023 **Make** Ford **Model** Explorer
Series XLT 4dr 4x2
Vehicle Order Type In-Stock **Term** 60 **State** FL **Customer#** 578879

$ 46,518.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** FL
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 0.00		Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 46,518.00		Total Capitalized Amount (Delivered Price)
$ 697.77		Depreciation Reserve @ 1.5000%
$ 246.21		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 943.98		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 0.00		Full Maintenance Program[3] Contract Miles 0 — OverMileage Charge $ 0.0000 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 1 — # Tires 4 — Loaner Vehicle Not Included
$ 0.00		**Additional Services SubTotal**
$ 0.00		Sales Tax 7.0000% **State** FL
$ 943.98		**Total Monthly Rental Including Additional Services**
$ 4,651.80		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Iconic Silver Metallic
Interior Color	(0 I) Ebony w/Unique Cloth Captain's Chairs
Lic. Plate Type	Yellow City
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE North Bay Village PD

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment	C	$ 4,999.00
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 4,999.00
Aftermarket Equipment Total		$ 4,999.00

Open-End (Equity) Lease Rate Quote

Quote No: 7476579

VEHICLE INFORMATION:

2023 Ford Explorer XLT 4dr 4x2 - US

Series ID: K7D

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$37,027	$38,570.00
Total Options	$123.00	$130.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$38,645.00**	**$40,195.00**

SELECTED COLOR:

Exterior:	JS-(0 P) Iconic Silver Metallic
Interior:	86-(0 I) Ebony w/Unique Cloth Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119.1" Wheelbase	STD	STD
16B	Front & Second Row Floor Liners (16B)	$188.00	$200.00
200A	Equipment Group 200A	NC	NC
8	Unique Cloth Captain's Chairs	Included	Included
425	50 State Emissions System	STD	STD
44T	Transmission: 10-Speed Automatic	Included	Included
52X	Auto Start-Stop Removal	$-47.00	$-50.00
59W	4G LTE Wi-Fi Hotspot Credit	$-18.00	$-20.00
86_02	(0 I) Ebony w/Unique Cloth Captain's Chairs	NC	NC
99H	Engine: 2.3L EcoBoost I-4	Included	Included
CONECT	FordPass Connect	Included	Included
HEAT	1st Row Heated Seats	Included	Included
JS_01	(0 P) Iconic Silver Metallic	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/65R18 AS BSW	Included	Included
STDWL	Wheels: 18" 5-Spoke Silver-Painted Aluminum	Included	Included
SYNC	SYNC 3 Communications & Entertainment System	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers
- Body Material: galvanized steel/aluminum body material
- Roof Rack: rails only
- Body Side Cladding: black bodyside cladding
- Grille: grille with chrome bar

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning with separate controls
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls
- Trunk/Hatch/Door Remote Release: power cargo access remote release
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Intelligent Access proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Remote Engine Start: remote engine start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
- Emergency SOS: SYNC 3 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 4 12V DC power outlets

Entertainment Features:

- radio SiriusXM AM/FM/Satellite with seek-scan
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite LED low/high beam headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Front Wipers: variable intermittent speed-sensitive wipers wipers
- Rear Window wiper: fixed interval rear window wiper with heating wiper park
- Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Oil Level Gauge: oil level gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm

Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

3rd Row Headrests: 2 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front bucket seats

Front Heated Cushion: driver and passenger heated-cushions

Front Heated Seatback: driver and passenger heated-seatbacks

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining captain seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Mounted Armrests: rear seat mounted armrest

3rd Row Seat Type: fixed third row 50-50 bench seat

3rd Row Electric Control: fold into floor third row seat

Leather Upholstery: premium cloth front and rear seat upholstery

Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert

LeatherSteeringWheel: leather/metal-look steering wheel

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD

SECOND AMENDMENT TO MASTER WALKAWAY LEASE AGREEMENT

THIS SECOND AMENDMENT ("Second Amendment") dated this _____ day of October, 2023 is attached to, and made a part of, the MASTER WALKAWAY LEASE AGREEMENT entered into on the 12th day of October, 2016 ("Agreement") and the Amendment entered into on the 8th day of November, 2016 ("Amendment") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and North Bay Village, Florida ("Lessee"). This Second Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 14(a), first paragraph of the Master Walkaway Lease Agreement is amended to read as follows:

(a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days (other than as a result of non-appropriation under Section 19 hereof);

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Second Amendment. Except to the extent specifically amended by this Second Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement and Amendment shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment to Master Walkaway Lease Agreement as of the day and year first above written.

North Bay Village, Florida (Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
By_____	By_____
Title:_____	Title:_____

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Alba L. Chang, Village Clerk

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

The original Staff report is attached.

The following recommended changes were incorporated into the Planning and Zoning Board's motion on September 14, 2023:

1. Add sales centers to the list of temporary structures that may be approved by warrant at

locations within the T6-24 and T6-30 transect zones.
2. Add the term "applicable" in reference to sign regulations and Florida Building Code standards.
3. Provide a description or definition of "stand." This was also done for the term "kiosk" since both terms are often used interchangeably. The description includes a size limitation.
4. Include language providing a different timeframe for temporary sales centers. In accordance with the PZB's direction, sales centers could be approved for up to twelve (12) months, renewable administratively twice for the same period of time, for a total maximum duration of thirty-six (36) months.

The updated version of the recommended ordinance is included as Attachment 4 to the Staff report.

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

PERSONNEL IMPACT
N/A

ATTACHMENTS
Staff Report Temporary Structures Text Amendment (VC_092823).pdf
Attachment 1_ Letter of Intent Requesting the Amendment.PDF
Attachment 2_ULDC Amendment Application (Exhibit A to LOI).PDF
Attachment 3_Proposed Ordinance and Exhibit (Exhibit B to LOI).DOCX
Attachment 4_Alternate Proposed Ordinance and Exhibit (Staff Recommendation_updated).docx
DBR Notice 09.1.2023.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: **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 in keeping with the spirit and intent of the Section of the ULDC.

As indicated in the previous section of this report, Staff recommends an expansion of the original proposal, as shown (in yellow) below:

[…]

§. 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. 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.*

(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.
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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.

The resulting modifications, as reflected in the updated ordinance, are highlighted below in yellow:

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. 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.

Conditions

N/A

List of Attachments to Staff Report

Attachment 1 – Letter of Intent Requesting the Amendment to Section 15.3.A.2.e.(1)(b) dated August 8, 2023
Attachment 2 – ULDC Text Amendment Application (Exhibit A)
Attachment 3 – Proposed Ordinance (Exhibit B)
Attachment 4 – Alternate Proposed Ordinance (Staff Recommendation)

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

MARTA ACOSTA MY COMMISSION EXPIRES MAY 5, 2024 #GG 984593 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public, State of Florida at Large

My Commission expires May 5, 2024.

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:

- [x] 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).
- [x] 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.
- [x] 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.
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[…]

ORDINANCE NO. 2023-_____

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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, 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 ~~ULDC~~ Form-Based Code currently prohibits temporary structures within the T6~~-30 zoning district~~ Transect Zone, except kiosks, stands, and tents ~~that are not~~ within the Island Walk easement and the waterfront setback ~~area~~; 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~~-30 zoning district~~ Transect Zone ~~would~~could ~~generate economic activity and interest in the Village and~~ help transform vacant and underutilized parcels into appealing destinations; support small businesses; and generate economic activity that benefits the Village; and

~~**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 hearings on _____ and _____; 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.

[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.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the ____ day of _____, 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. 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.

[…]

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. 14, 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

09/01/2023

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
1 day of SEPTEMBER, A.D. 2023

Barbara Thomas

(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 PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 14, 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 BOARD 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.

9/14/2023

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 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.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A GOVERNMENT FACILITY CONSISTING OF A VILLAGE HALL AND COUNTY FIRE STATION AT 1335 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, AN APPROXIMATELY 0.76-ACRE SITE ZONED T6-24MU; 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, 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.

The meeting agenda is available online at:
https://northbayvillage-fl.gov/agendas-minutes/
You may attend the meeting in person at the physical meeting location:
1666 Kennedy Causeway, #101
North Bay Village, FL 33141 OR

Participate in the meeting via Zoom:
Meeting ID: 881 2072 9718
Passcode: 236512
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 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC
VILLAGE CLERK
9/1

23-105/0000681746M

2/2

ITEM NO. 12.B

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **An Ordinance Amending Section 15.3 of the ULDC to Make the Provision of a Green Wall in the T-6 Transect Optional (Privately-Initiated Amendment by 1755 JFK Owner LLC) - *Village Manager Ralph Rosado, Ph.D., 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 MAKE THE PROVISION OF A GREEN WALL WITHIN THE T6-24 AND T6-30 ZONING DISTRICTS OPTIONAL; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

Recommended Action: At a meeting held on July 27, 2023, the Planning and Zoning Board voted unanimously to forward to the Commission the version of this ordinance prepared by Staff (included as Attachment 4 to Staff report) with a recommendation for approval.

BACKGROUND AND ANALYSIS

Refer to attached Staff report and attachments.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

Staff Report Green Walls PZB 072723 (Updated).pdf
Attachment 1 - Letter of Intent (06132023).pdf
Attachment 2 - ULDC Text Amendment Application.pdf
Attachment 3 - Proposed Ordinance and Exhibit.docx
Attachment-4 ALTERNATE Ordinance and Exhibit(Staff recommendation).docx
DBR 07.27.23 PZB.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: **July 27, 2023**

To: **Planning and Zoning Board**

From: **Silvia E. Vargas, FAICP, Village Planner**

Subject: **Amendment to ULDC – Section 15.3A.2.b.(5)(c) and (d) – Green Walls T-24 and T-30 Districts**

---

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 Subsections A.2.b.(5)(c) and (d) to delete the requirement that a minimum of 20 percent of a garage structure in the T6-24 and T6-30 districts be in the form of green or vegetated walls.

Instead, the Applicant requests that this requirement become optional. Per the proposed ordinance, the requirement for buildings to fully conceal parking structures with architectural screening or artwork if there are no liners remains intact.

The proposed language is as follows:

AMENDING CHAPTER 15 OF THE ULDC

[…]

§. 15.3 – Specific to transect zones.

[…]

A. *Kennedy Boulevard District (KBD).*

[…]

2. *Development standards for T6 Transect Zones.*

[…]

b. *Building Configuration.*

[…]

(5) Pedestals, parking structures and liners.

[…]

(c) In T6-24, liners are optional. Structures without liners on primary and secondary frontages and facing Pirates Alley, shall ~~use green or vegetated walls on a minimum 20 percent of the garage structure. The remainder of the parking structures not utilizing liners shall be fully concealed by~~ fully conceal their parking structures with architectural screening or artwork approved by the Planning and Zoning Board. Structures without liners may conceal the garage structures' façade with green or vegetated walls (see also Chapter 9, Division 4, Landscaping).

(d) In T6-30, liners are optional. Liners facing Kennedy Causeway may encroach into the setback above a gallery. Structures without liners on primary and secondary frontages, including Kennedy Causeway and the waterfront and facing the view corridor, shall ~~utilize green or vegetated walls on a minimum 20 percent of the parking structure. The remainder of the parking structure not utilizing liners shall be fully concealed by~~ fully conceal their parking structures with architectural screening or artwork approved by the Planning and Zoning Board. Structures without liners may conceal the garage structures' façade with green or vegetated walls (see also Chapter 9, Division 4, Landscaping).

[…]

The Applicant proffers the following as reasons for the requested text amendment:

1) That the provision of a green or vegetated wall comes with certain difficulties including its establishment, maintenance, watering, and accessibility.
2) That in the long term green or vegetated walls may cause damage to the property as the result of root damage, moisture retention, and falling debris.
3) That these difficulties impose long term costs and obligations on the property owner or homeowners association and may ultimately create certain undesired conditions.

3. Background

On February 9, 2021, the City Commission adopted Ordinance No. 2021-004 Adding Chapter 15, "Form-Based Code," to the Unified Land Development Code including NBV100 form-based code for the Kennedy Boulevard District. Under Sub-section (5) Pedestals, parking structures and liners, a requirement was established to require green or vegetated walls on a minimum 20 percent of the garage structure in the T6-24 and T6-30 districts. The proposal that is part of this application would make the requirement optional while also mandating buildings to fully conceal parking structures with architectural screening or artwork where there are no liners.

4. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed amendment is consistent with:

Objective 2.1 in the Future Land Use element of the Comprehensive Plan: 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.

The proposed amendment also generally continues to align with the vision and overarching goals 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 text amendment does not affect this pillar.

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 does not affect this pillar.

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 current requirement aligns with the Village's intent to promote greening of new and existing construction to support sustainability and resilience goals. Some key benefits of green walls include:

- insulating buildings
- increasing energy efficiency
- aiding in thermal control

In addition, the plants in green walls can filter air pollutants and create eco-friendly habitats for birds and insects, and even promote psychological well-being of those viewing or experiencing the green wall.

It is acknowledged, however, that green living walls can be expensive to install and to maintain, depending on the specifications of the system. Maintenance of a green wall's health can be particularly challenge in North Bay Village's exposed coastal environment. In some cases, buildings can be damaged by roots, soil moisture differentials, falling debris, or excessive moisture retention. And without proper maintenance, green walls could become breeding ground for pests.

The proposed amendment does not eliminate the provision of a green wall as screening for a parking garage but makes it one of three options. Green walls also would remain one of the options in the menu of techniques available to attain required points in the Village's Green Building Program.

If the amendment is adopted any future development projects within the T6-24 and T6-30 districts would require compliance with the amended regulations found under Section 15.3A.2.b.(5)(c) and (d).

Recommendation

Staff finds that the proposed amendment to Section 15.3A.2.b.(5)(c) and (d) to make green or vegetated walls on garage structures optional is generally in keeping with the spirit and intent of the section of the ULDC.

Staff recommends the following alternative to the original proposal. The language proposed by staff is highlighted in yellow.

(5) Pedestals, parking structures and liners.

[…]

§. 15.3 – Specific to transect zones.

[…]

b. *Building Configuration.*

[…]

(5) Pedestals, parking structures and liners.

(a) The pedestal shall consist of no more than five stories and shall be a maximum of 100 feet.

(b) A parking structure shall not extend beyond the height of the pedestal. For building heights in a pedestal, see Section 15.3.A.2.b.(3).(b).iii.

~~(c)~~ In T6-24 and T6-30, ~~Liners are optional. Structures without liners on Primary and Secondary Frontages and facing Pirates Alley, shall use green or vegetated walls on a minimum 20% of the garage structure. The remainder of the~~ parking structures ~~not utilizing Liners~~ shall be fully concealed by habitable liners, architectural screening or artwork approved by the ~~Planning and Zoning Board~~ Village Commission, or with ~~(see also Ch. 9, Division 4 – Landscaping).~~

(d) ~~In the T6-24MU, Liners are optional. Structures without liners on Primary and Secondary Frontages shall use~~ green or vegetated walls ~~on a minimum 20% of the garage structure. The remainder of the parking structures not utilizing Liners shall be fully concealed by architectural screening or artwork approved by the Planning and Zoning Board (see also Ch. 9, Division 4 – Landscaping).~~ In this context, artwork shall mean tangible creations by artists exhibiting the highest quality of skill and aesthetic principles and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass, mosaics, mobiles, tapestries, murals, photographs, video projections, digital images, bas-relief, high relief, fountains, kinetics, collages, drawings, monuments erected to commemorate a person or an event, functional furnishings, such as artist designed seating and pavers, architectural elements designed by an artist, and artist designed landforms or landscape elements.

~~(e) In T6-30, Liners are optional. Liners facing Kennedy Causeway may encroach into the Setback above a Gallery. Structures without liners on Primary and Secondary Frontages, including Kennedy Causeway and the Waterfront and facing the View Corridor, shall utilize green or vegetated walls on a minimum 20% of the parking structure. The remainder of the parking structure not utilizing Liners shall be fully concealed by architectural screening or artwork approved by the Planning and Zoning Board (see also Ch. 9, Division 4 – Landscaping).~~

[…]

Conditions

N/A

List of Attachments to Staff Report

Attachment 1 – Letter of Intent Requesting the Amendment to Section 15.3A.2.b.(5)(c) and (d), dated June 13, 2023
Attachment 2 – ULDC Text Amendment Application
Attachment 3 – Proposed Ordinance and Exhibit
Attachment 4 – Alternate Proposed Ordinance and Exhibit (Staff Recommended)

akerman

Christopher A. Penelas

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street
Suite 1100
Miami, FL 33131

Tel: 305.982.5678

June 13, 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 Green or Vegetated Walls

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 of the Village's Unified Land Development Code ("ULDC") to make the provision of a green or vegetated wall optional when a garage structure does not have a liner.

Current Requirements

Section 15.3(b)(5)(c)&(d) of the ULDC requires that garage structures within the T6-24 and T6-30 zoning districts provide either: (a) an architectural or artistic treatment as well as a green or vegetated wall that covers at least 20% of the wall ; or (b) a liner.[1] However, the provision of a green or vegetated wall comes with certain difficulties including its establishment, maintenance, watering, and accessibility. Further, in the long term green or vegetated walls may cause damage to the property as the result of root damage, moisture retention, and falling debris. These difficulties impose long term costs and obligations on the property owner or homeowners association and may ultimately create certain undesired conditions.

[1] The ULDC defines "liner" as "[a] building or part of a building with habitable space specifically designed to enfront a public space, masking a function that lacks the capacity to monitor public space, such as a parking lot, parking garage or storage facility." *See* Section 15.4 of the ULDC.

Proposed Amendment

In order to provide more flexibility to developers in the T6-24 and T6-30 zoning districts, the Applicant is purposing to make the provision of green or vegetated walls optional. Under the proposed amendment, a developer would still be required to conceal garage structures with either: (a) a liner; or (b) an architectural or artistic treatment. Those developers opting to not provide a liner, would still have the option to pursue a green or vegetated wall as part of their façade treatment to conceal the garage structure.

Conclusion

The approval of Applicant's proposed amendment will allow developers flexibility in concealing their parking structures and determining future maintenance obligations for the development. 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 its 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(b)(5) - 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.

Signature

Christopher A. Penelas, Attorney for Applicant

Title (if applicable)

Corporate Seal (affix if applicable)

Sworn to and subscribed to before me this 5th day of June, 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: 06/05/2023

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

Attorney

Full Name: Christopher A. Penelas

Current Address: 98 SE 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 5 DAY OF June, 2023

Notary Public, State of Florida at Large

MARTA ACOSTA
MY COMMISSION EXPIRES MAY 5, 2024
#GG 984593
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires May 5, 2024.

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: _____

Date Paid: _____

Cash or Check #_____

Total Paid: $_____

Filing Fee: $_____

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 MAKE THE PROVISION OF A GREEN WALL WITHIN THE T6-24 AND T6-30 ZONING DISTRICTS OPTIONAL; 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; and

WHEREAS, the ULDC currently requires that structures without liners on their primary and secondary frontages must provide at least 20% of its façade as a green or vegetated wall; and

WHEREAS, the Village Commission finds that a vegetated or green wall may be difficult to establish and maintain as a result of the intense maintenance and irrigation needed to sustain the vegetation, and that green walls can in some cases cause damage to buildings; and

WHEREAS, the Village consequently chooses to make the provision of a vegetated or green wall optional; and

WHEREAS, green walls also remain one of the options in the menu of techniques available to attain required points in the Village’s Green Building Program; 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 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.

PASSED on first reading on the ____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

[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.

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 Goran Cuk	___
Commissioner Andrew Rotondaro	___
Commissioner Rachel Streitfeld	___

Exhibit A

AMENDING CHAPTER 15 OF THE ULDC

[…]

§. 15.3 – Specific to transect zones.

[…]

b. *Building Configuration.*

[…]

(5) Pedestals, parking structures and liners.

(a) The pedestal shall consist of no more than five stories and shall be a maximum of 100 feet.

(b) A parking structure shall not extend beyond the height of the pedestal. For building heights in a pedestal, see Section 15.3.A.2.b.(3).(b).iii.

(c) In T6-24, liners are optional. Structures without liners on primary and secondary frontages and facing Pirates Alley, shall ~~use green or vegetated walls on a minimum 20 percent of the garage structure. The remainder of the parking structures not utilizing liners shall be fully concealed by~~ fully conceal their parking structures with architectural screening or artwork approved by the Planning and Zoning Board. Structures without liners may conceal the garage structures' façade with green or vegetated walls (see also Chapter 9, Division 4, Landscaping).

(d) In T6-30, liners are optional. Liners facing Kennedy Causeway may encroach into the setback above a gallery. Structures without liners on primary and secondary frontages, including Kennedy Causeway and the waterfront and facing the view corridor, shall ~~utilize green or vegetated walls on a minimum 20 percent of the parking structure. The remainder of the parking structure not utilizing liners shall be fully concealed by~~ fully conceal their parking structures with architectural screening or artwork approved by the Planning and Zoning Board. Structures without liners may conceal the garage structures' façade with green or vegetated walls (see also Chapter 9, Division 4, Landscaping).

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ATTEST:

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Village Clerk

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Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

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~~(c)~~ In T6-24 and T6-30, ~~Liners are optional. Structures without liners on Primary and Secondary Frontages and facing Pirates Alley, shall use green or vegetated walls on a minimum 20% of the garage structure. The remainder of the~~ parking structures ~~not utilizing Liners~~ shall be fully concealed by habitable liners, architectural screening or artwork approved by the ~~Planning and Zoning Board~~ Village Commission, or with ~~(see also Ch. 9, Division 4 – Landscaping).~~

(d) ~~In the T6-24MU, Liners are optional. Structures without liners on Primary and Secondary Frontages shall use~~ green or vegetated walls on a minimum 20% of the garage structure. ~~The remainder of the parking structures not utilizing Liners shall be fully concealed by architectural screening or artwork approved by the Planning and Zoning Board (see also Ch. 9, Division 4 – Landscaping).~~ In this context, artwork shall mean tangible creations by artists exhibiting the highest quality of skill and aesthetic principles and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass, mosaics, mobiles, tapestries, murals, photographs, video projections, digital images, bas-relief, high relief, fountains, kinetics, collages, drawings, monuments erected to commemorate a person or an event, functional furnishings, such as artist designed seating and pavers, architectural elements designed by an artist, and artist designed landforms or landscape elements.

~~(e) In T6-30, Liners are optional. Liners facing Kennedy Causeway may encroach into the Setback above a Gallery. Structures without liners on Primary and Secondary Frontages, including Kennedy Causeway and the Waterfront and facing the View Corridor, shall utilize green or vegetated walls on a minimum 20% of the parking structure. The remainder of the parking structure not utilizing Liners shall be fully concealed by architectural screening or artwork approved by the Planning and Zoning Board (see also Ch. 9, Division 4 – Landscaping).~~

[…]

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. 27, 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

07/13/2023

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
13 day of JULY, A.D. 2023

(SEAL)
GUILLERMO GARCIA personally known to me

ROSANA SALGADO
Commission # HH 336987
Expires November 30, 2026

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JULY 27, 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 BOARD 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 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 16 DENSITY RIGHTS 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 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.

July 27, 2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC CONCERNING PROPERTY LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA 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; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC; 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 CONCERNING PROPERTY LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA 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; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; 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 SECTION 15.3 OF CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO MAKE THE PROVISION OF A GREEN WALL WITHIN THE T6-24 AND T6-30 ZONING DISTRICTS OPTIONAL; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM:
MEETING ID: 869 7009 2320
PASSCODE: 842751

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 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 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC
VILLAGE CLERK
7/13 23-24/0000673396M

2/2

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: Discussion on Establishment and Appointment of Charter Review Board - Village Attorney Haydee Sera

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RECOMMENDATION

The Village Commission should provide staff with direction on the number of individuals to appoint to the Charter Review Board.

BACKGROUND AND ANALYSIS

The purpose of the proposed discussion is for the Village Commission is to provide staff with direction on the number of individuals to appoint to the Charter Review Board.

§ 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.

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
Village Attorney Memo - 2024 Charter Review Board Appointment Process

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)

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: Mayor Brent Latham

SUBJECT: A Resolution Selecting and Adopting a New North Bay Village Flag Design - ***Sponsored by Mayor Brent Latham***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AND ADOPTING A NEW VILLAGE FLAG DESIGN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Select a new Village flag design, based upon the *NBV Brand Guide* adopted by the Village Commission in 2021.

BACKGROUND AND ANALYSIS

In 2021, the Village Commission - pursuant to a thorough, 15-month public input process spearheaded by Mayor Brent Latham and the Heart of the Bay Task Force - adopted a brand guide (attached) that would redesign the look of North Bay Village, including items like signage, business cards, logo, and Village seal. One thing remained to be designed: a new village flag. Currently, the flag on display at Village Hall reflects the former Village Seal/Logo.

In "The 5 Basic Laws of Good Flag Design," the author explains the key principles of *Vexillology*, which is the study of the history, symbolism, and usage of flags, are as follows;

1. Keep it simple
2. Use meaningful symbolism
3. Use two to three basic colors
4. No lettering or seals

5. Be distinctive.

The attached options include designs that were generated by staff, designs that were submitted by the public, and designs that were prepared by the designer who prepared the *NBV Brand Guide*.

The Village seal is designed to be seen on paper documents in your hand, but flags are meant to be easily distinguished from a distance. The accompanying flag designs are recognizable and colorful. With nothing more than a few shapes, the flag choice designs represent a story after creation. It is what the flag represents that makes it so memorable and effective. These flag options use two to three colors from our brand guidelines that allow our mind to respond in a positive manner, which is known as “Color Psychology.” The graphic designs proposed include recognizable colors that align with what NBV stands for and represent livability.

This agenda item includes two sets of designs from which to choose:
- Set 1 was created by in-house staff
- Set 2 was created by the brand designer

The Village Commission can select from among these designs, select a variation of any of these designs, or select not to choose any of these and instead opt to have additional designs created for review and consideration.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving and Adopting New Village Flag Design.DOCX
NBV Brand Guide - 11.29.21.pdf
Flag Designs - Set 1 (Staff-Created)
Flag Designs - Set 2 (Consultant-Created)

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AND ADOPTING A NEW VILLAGE FLAG DESIGN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2021, the North Bay Village (the "Village") Commission adopted Resolution No. 2021-085, approving and adopting the Village Branding Guide to establish a cohesive and consistent identity for the Village; and

WHEREAS, the Village Branding Guide establishes designs for items such as signage, business cards, the Village logo, the Village seal, and other Village items; and

WHEREAS, the Village's current flag reflects the Village's former seal and has not been changed since the adoption of the Village's Branding Guide; and

WHEREAS, the Village Communications and Special Events Department has created six new potential flag designs in the 2023 Flag Options Guide attached hereto as Exhibit "A"; and

WHEREAS, the Village Commission desires to approve and adopt Flag Option No. _____ in the 2023 Flag Options Guide attached hereto as Exhibit "A" as the design for the new Village Flag and authorize the Village Manager to implement the new flag design; 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 and adopts Flap Option No. ___ in the 2023 Flag Options Guide attached hereto as Exhibit "A" as the design for the new Village Flag.

Section 3. Implementation. That the Village Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the new Village Flag design.

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

North Bay Village

BRAND GUIDE











North Bay Village Brand Guide

Brand Story

North Bay Village is a thriving waterfront community with a diverse and rich blend of cultures, situated in the heart of Biscayne Bay.

With roughly 4.75 miles of private and public property along the water, North Bay Village boasts one-of-a-kind views and opportunities for its residents, visitors, and businesses.

Home to several of South Florida's most popular restaurants, two family-friendly playgrounds and a dog park for canine companions, the Village's more than 8,000 residents are within walking distance to unique recreational and social experiences.

The Village's three islands—North Bay Island, Harbor Island, and Treasure Island, hold a unique history. Treasure Island derives its name from Robert Louis Stevenson's literary adventure novel. Cutlass, Buccaneer, Hispanola, and Pirates Alley are some street names drawn from this classic adventure novel.

In the early years, the Village's nightlife attracted celebrities like Frank Sinatra and Judy Garland. Dean Martin even opened his own night club along Kennedy Causeway, which connects the Village to its neighboring cities—Miami and Miami Beach.



Mission Statement

To serve our diverse residential and business community by preserving our natural resources, stimulating economic activity, and enhancing the quality of life for present and future generations.

NBV Pillars

The Village is striving to become a more sustainable and prosperous community that can adapt to the challenges of a changing climate. The three pillars that guide the Village are the following:

Prosperity

Livability

Resilience









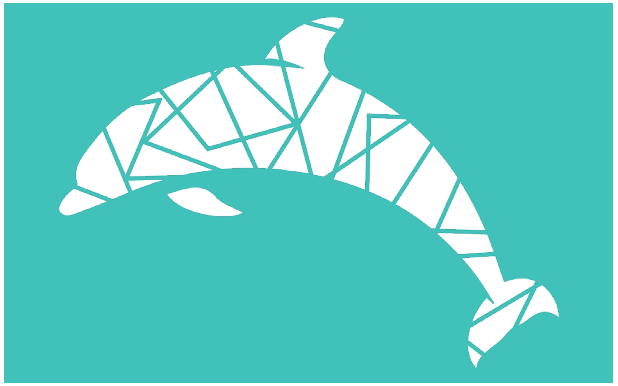
Dolphins: the iconic, new symbol of North Bay Village. Dolphins can be seen from every Island of North Bay Village. The stylized Dolphin represents the fragility of the local environment and our collective commitment to our marine life and the health of Biscayne Bay.

Dolphin Icon









Village Seal

Updated Village Seal

The Village seal should be used for Village-sanctioned long term activations to include official documents, public services, and permanent installations.



Updated Village Seal



BACKGROUND:
Represents the emblematic sunrises and sunsets present in the Village.

DOLPHINS:
The iconic, new symbol of North Bay Village. Dolphins can be seen from every Island of North Bay Village. The stylized Dolphin represents the fragility of the local environment and our collective commitment to our marine life and the health of Biscayne Bay.

PALM TREE AND WAVES:
The three lines in the palm tree and the three waves symbolize the three islands that make up North Bay Village: Harbor Island, North Bay Island, and Treasure Island.

FONT:
The font is friendly, fresh, and engaging – important traits of the Village.

Color Palette

This color palette should be used in situations when utilizing the Village Seal.

CMYK: 0, 0, 0, 0
RGB: 255, 255, 255
Pantone: White

CMYK: 51, 0, 21, 0
RGB: 117, 204, 207
Pantone: 630 C

CMYK: 2, 3, 90, 0
RGB: 255, 232, 52
Pantone: 106 C

CMYK: 0,58, 100, 0
RGB: 255, 133, 0
Pantone: 1505 C

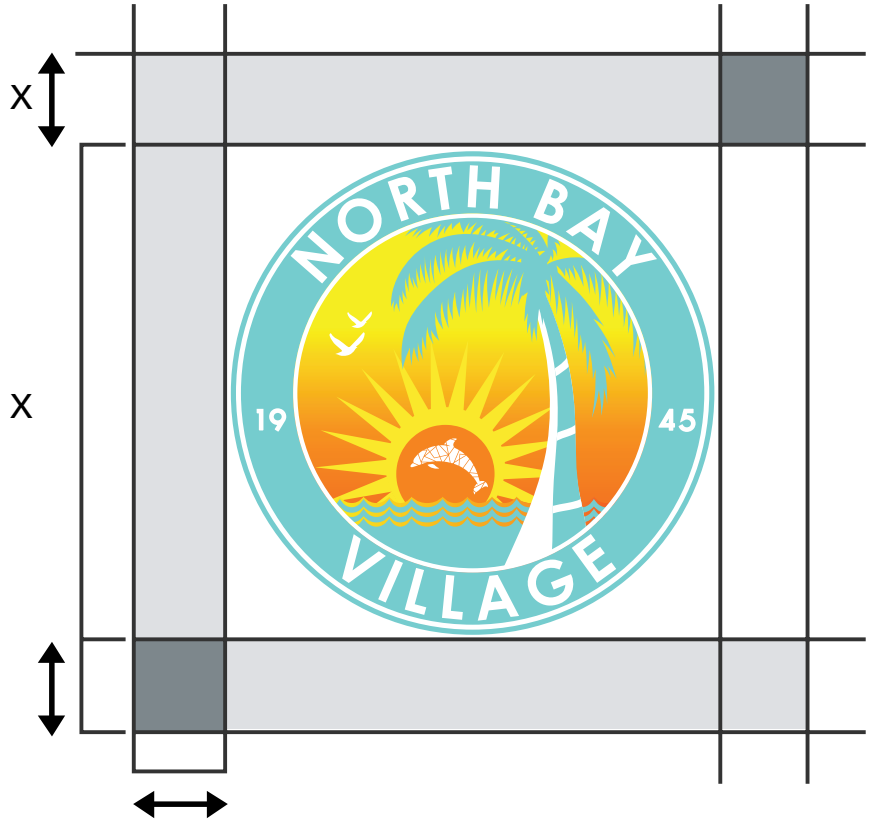
Village Seal – One Color Version







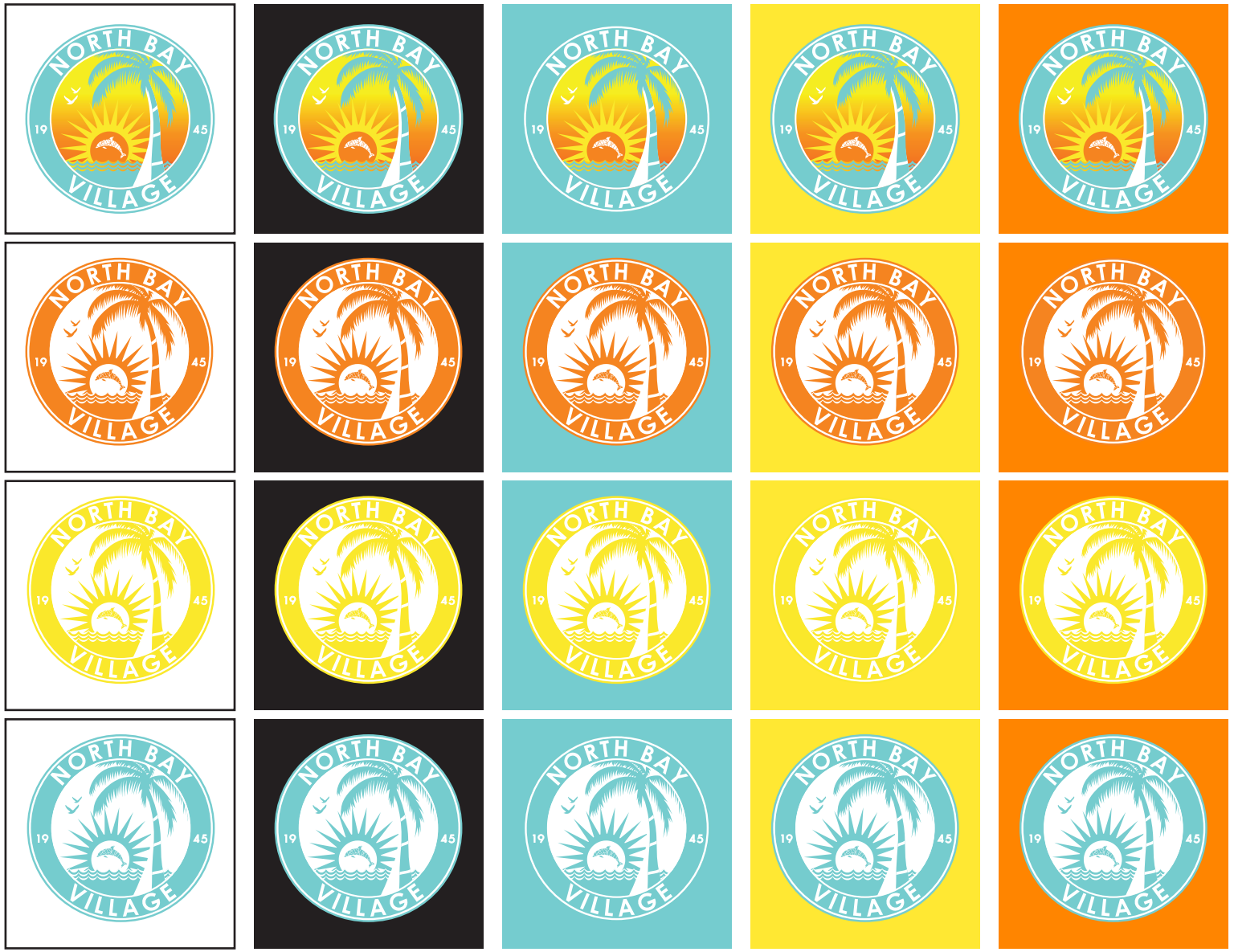
Clear Space Guidelines



The protected area around the logo ensures that no other graphic elements interfere with its clarity and integrity. The depth of the protected area is equivalent to the height of the “X”. It is very important that designers or desktop publishers do not attempt to construct the logo themselves.

Logo Usage - Background Colors

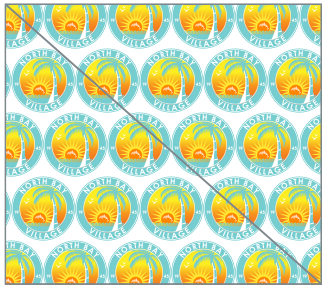
Please see the approved solid color backgrounds you may place the logo on:



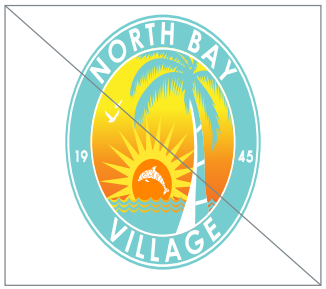
Logo Restrictions



1. At no time should anything (other logos, type, etc.) be placed over or under the identity elements.



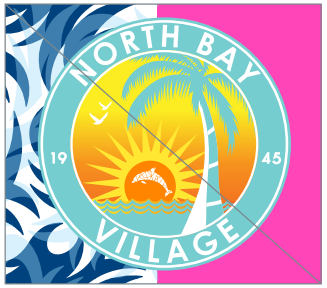
2. Identity elements should not be used as a repeat in closed patterns.



3. Identity elements should not be modified, stretched or distorted in any way.



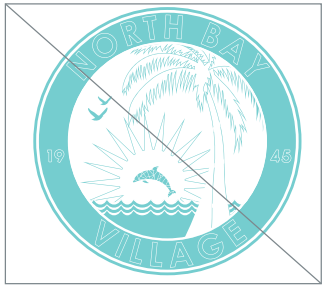
4. Identity elements should not be used in any other color combinations other than those specifically called out in this manual.



5. At no time should the logo be placed on patterned backgrounds or colors not specified in this manual.



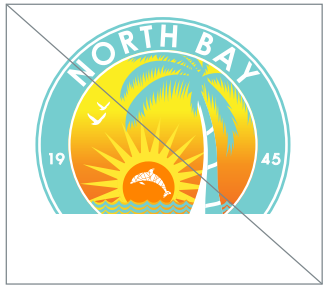
6. Identity elements should not be outlined in any other way other than those specifically called out in this identity manual.



7. Identity elements should not be used as an outline.



8. At no time should effects be added to the identity elements. (Glow, posterize, inner shadow, etc.)



9. Do not crop the identity elements in any way.

Logo

Primary Logo - Vertical

The North Bay Village logo should be used for marketing and promotional materials of the Village, merchandise, temporary activations, and digital media.

NORTH BAY VILLAGE
HEART OF THE BAY

Primary Logo - Vertical

NORTH BAY VILLAGE
HEART OF THE BAY

VIBRANT COLORS:
The colors of the new logo represent a fresh, progressive, and friendly North Bay Village.

DOLPHIN:
The iconic, new symbol of North Bay Village. Dolphins can be seen from every Island of North Bay Village. The stylized Dolphin represents the fragility of the local environment and our collective commitment to our marine life and the health of Biscayne Bay.

PALM TREE:
The roots of the palm tree are growing clockwise, symbolizing our commitment to a sustainable and resilient future of NBV.

Color Palette

CMYK: 0, 0, 0, 0
RGB: 255, 255, 255
Pantone: White

CMYK: 52, 0, 28, 0
RGB: 117, 203, 195
Pantone: 570 C

CMYK: 0, 50, 97, 0
RGB: 255, 148, 28
Pantone: 1375 C

CMYK: 9, 90, 27, 0
RGB: 219,61, 120
Pantone: 205 C

CMYK: 61, 27, 0, 63
RGB: 36, 67, 93
Pantone: 2168 C

Primary Logo - One Color



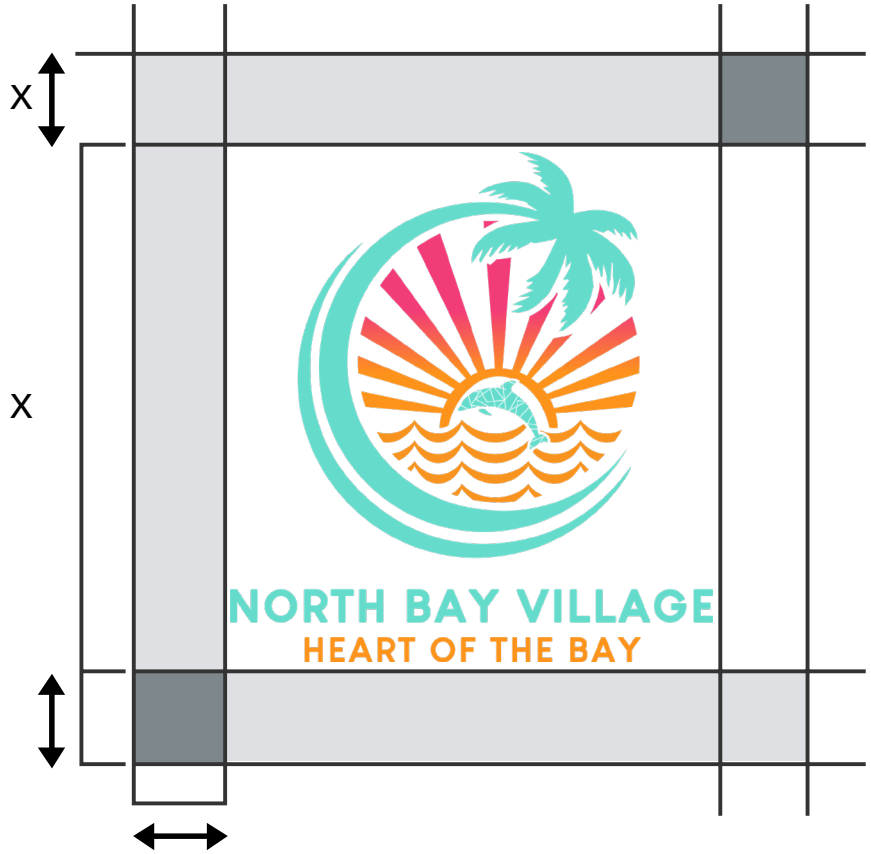








Clear Space Guidelines



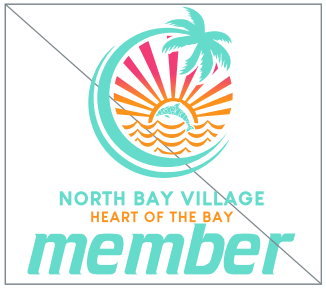
The protected area around the logo ensures that no other graphic elements interfere with its clarity and integrity. The depth of the protected area is equivalent to the height of the “X”. It is very important that designers or desktop publishers do not attempt to construct the logo themselves.

Logo Usage - Background Colors

Please see the approved solid color backgrounds you may place the logo on:



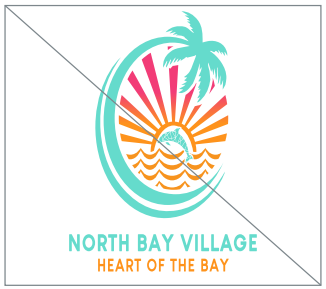
Logo Restrictions



1. At no time should anything (other logos, type, etc.) be placed over or under the identity elements.



2. Identity elements should not be used as a repeat in closed patterns.



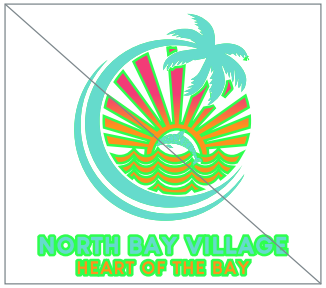
3. Identity elements should not be modified, stretched or distorted in any way.



4. Identity elements should not be used in any other color combinations other than those specifically called out in this manual.



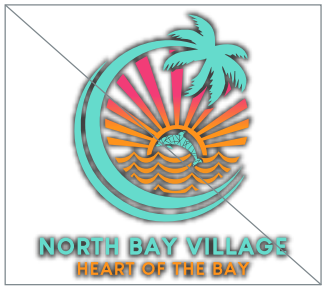
5. At no time should the logo be placed on patterned backgrounds or colors not specified in this manual.



6. Identity elements should not be outlined in any other way other than those specifically called out in this identity manual.



7. Identity elements should not be used as an outline.



8. At no time should effects be added to the identity elements. (Glow, posterize, inner shadow, etc.)



9. Do not crop or remove the identity elements in any way.

Logo - Horizontal (Sunset Version)



Logo - Horizontal (Water Version)

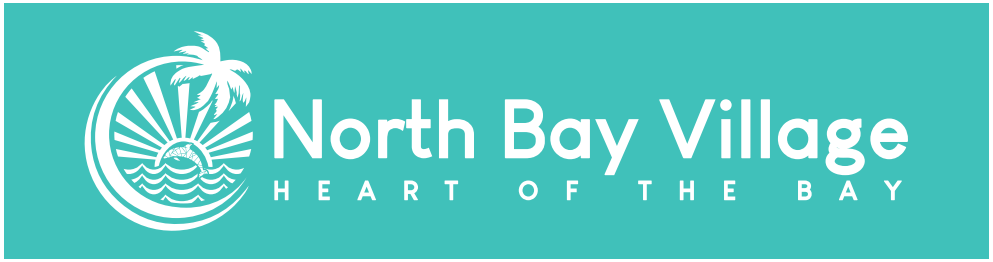


Logo - Horizontal (One Color)









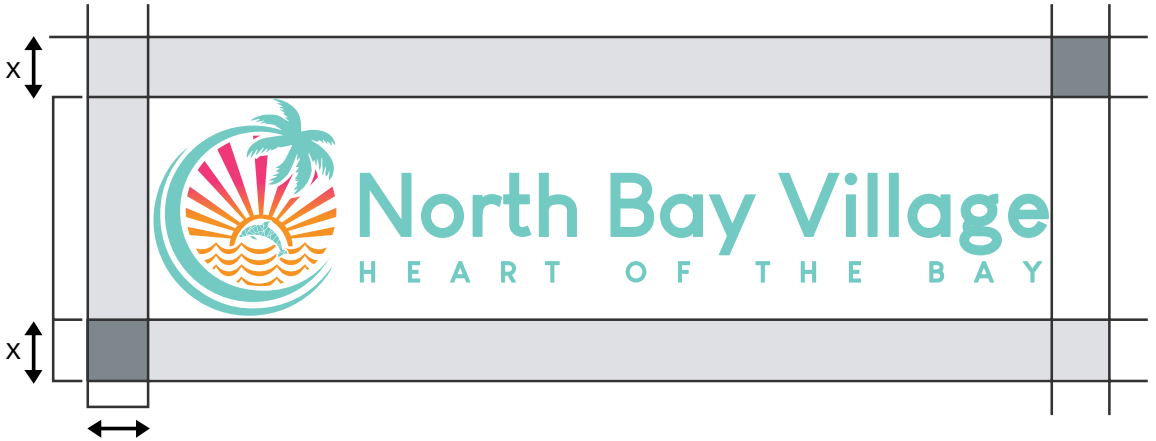


Logo Usage - Background Colors

Please see the approved solid color backgrounds you may place the logo on:



Clear Space Guidelines



The protected area around the logo ensures that no other graphic elements interfere with its clarity and integrity. The depth of the protected area is equivalent to the height of the “X”. It is very important that designers or desktop publishers do not attempt to construct the logo themselves.

Advisory Board/Task Force Wordmarks

NBV
ANIMAL CONTROL
ADVISORY BOARD

NBV
PLANNING AND ZONING
ADVISORY BOARD

NBV
BUSINESS DEVELOPMENT
ADVISORY BOARD

NBV
RESIDENT SERVICES
ADVISORY BOARD

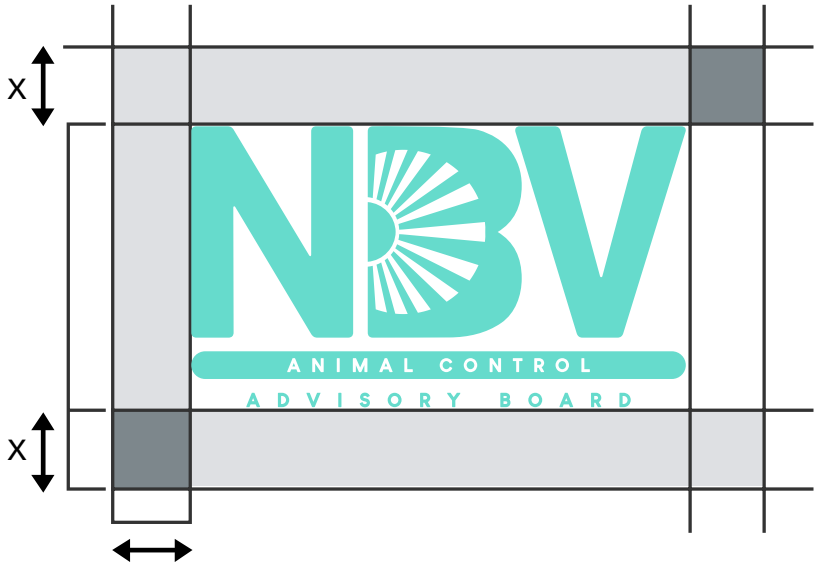
NBV
FINANCIAL
ADVISORY BOARD

NBV
SUSTAINABILITY AND RESILIENCE
ADVISORY BOARD

NBV
COMMUNITY ENHANCEMENT
ADVISORY BOARD

NBV
HEART OF THE BAY
TASK FORCE

Clear Space Guidelines



The protected area around the logo ensures that no other graphic elements interfere with its clarity and integrity. The depth of the protected area is equivalent to the height of the “X”. It is very important that designers or desktop publishers do not attempt to construct the logo themselves.

Logo Usage - Background Colors

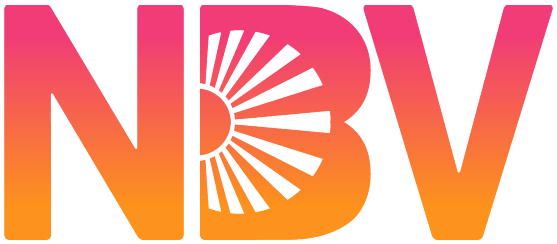
Please see the approved solid color backgrounds you may place the logo on:

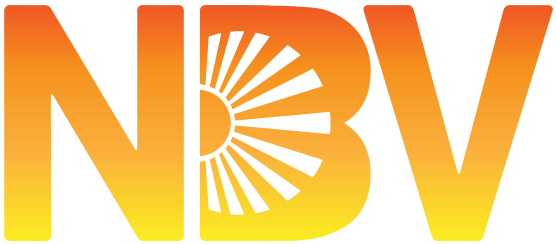




Icons

Icons

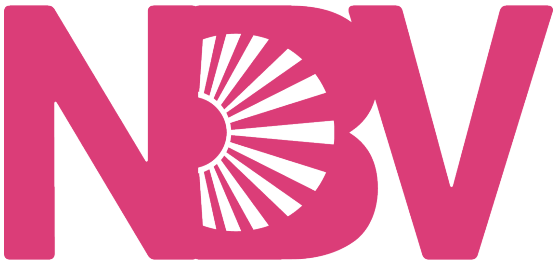







Icons (Alternate)





Logo Usage - Background Colors

Please see the approved solid color backgrounds you may place the logo on:

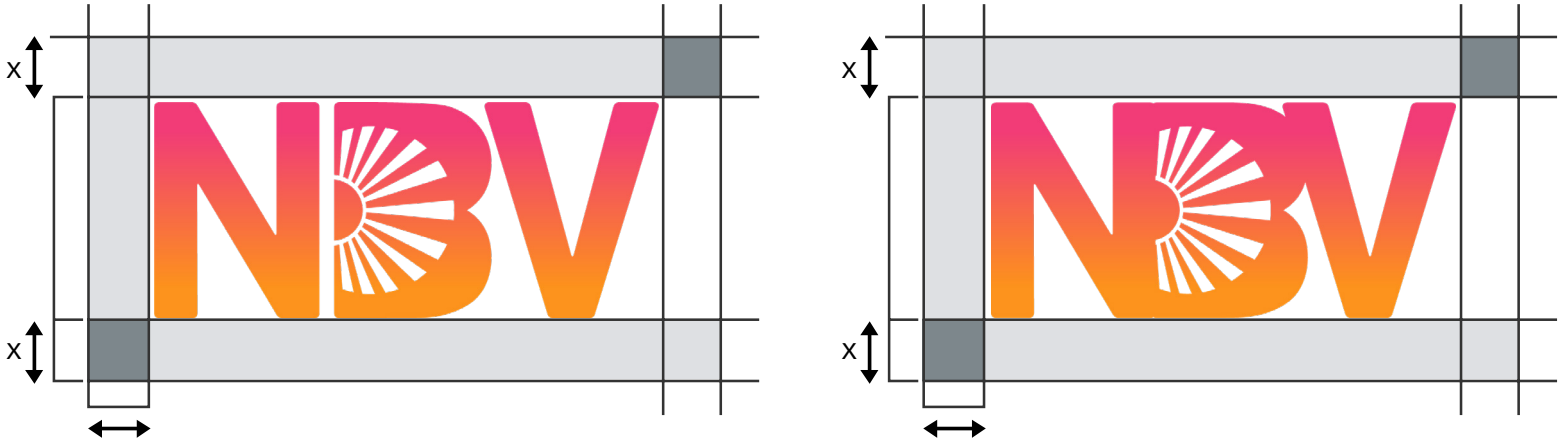


Logo Usage - Background Colors

Please see the approved solid color backgrounds you may place the logo on:



Clear Space Guidelines

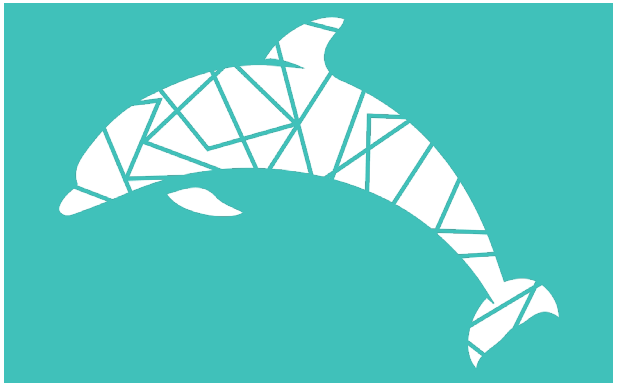


The protected area around the logo ensures that no other graphic elements interfere with its clarity and integrity. The depth of the protected area is equivalent to the height of the “X”. It is very important that designers or desktop publishers do not attempt to construct the logo themselves.

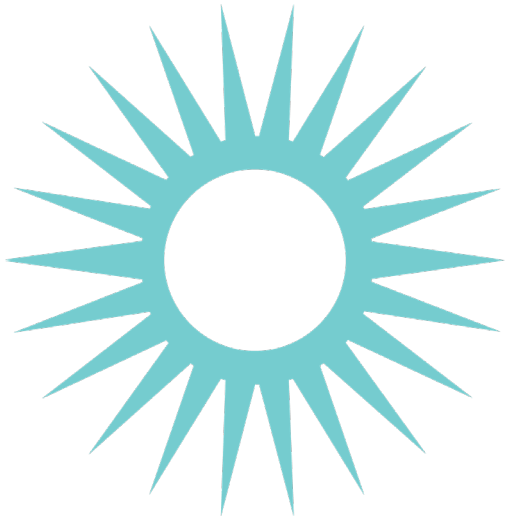
Dolphin Icon

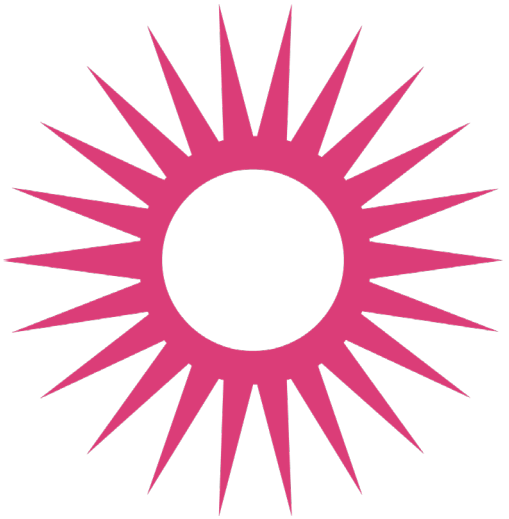


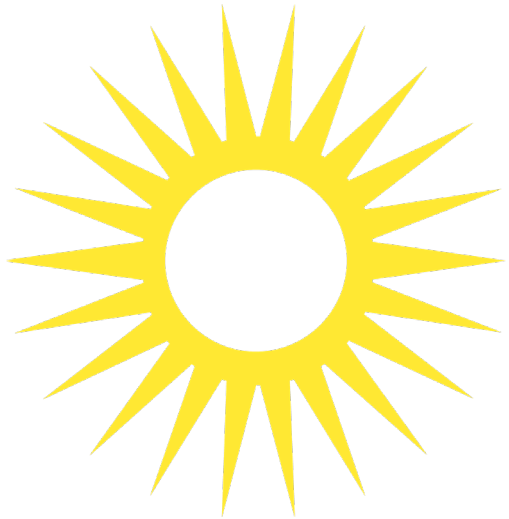
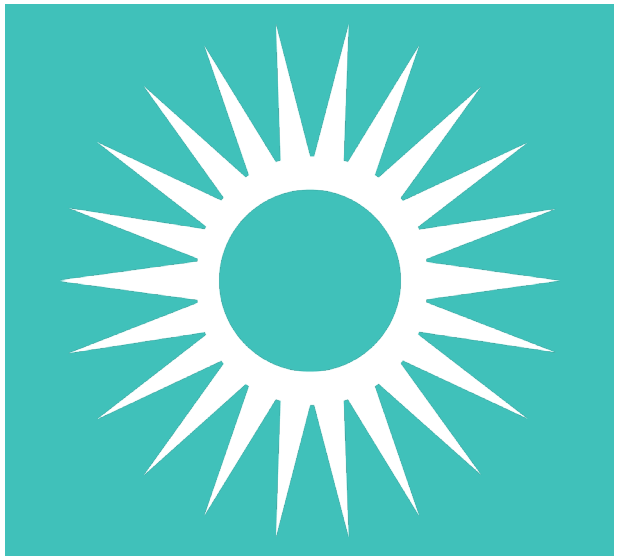


Sun Burst Icon





Brand Elements

North Bay Village Full Typeface Set

Headline Font (Century Gothic - Bold)

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Subtitle Font (Louis George Café – Bold)

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

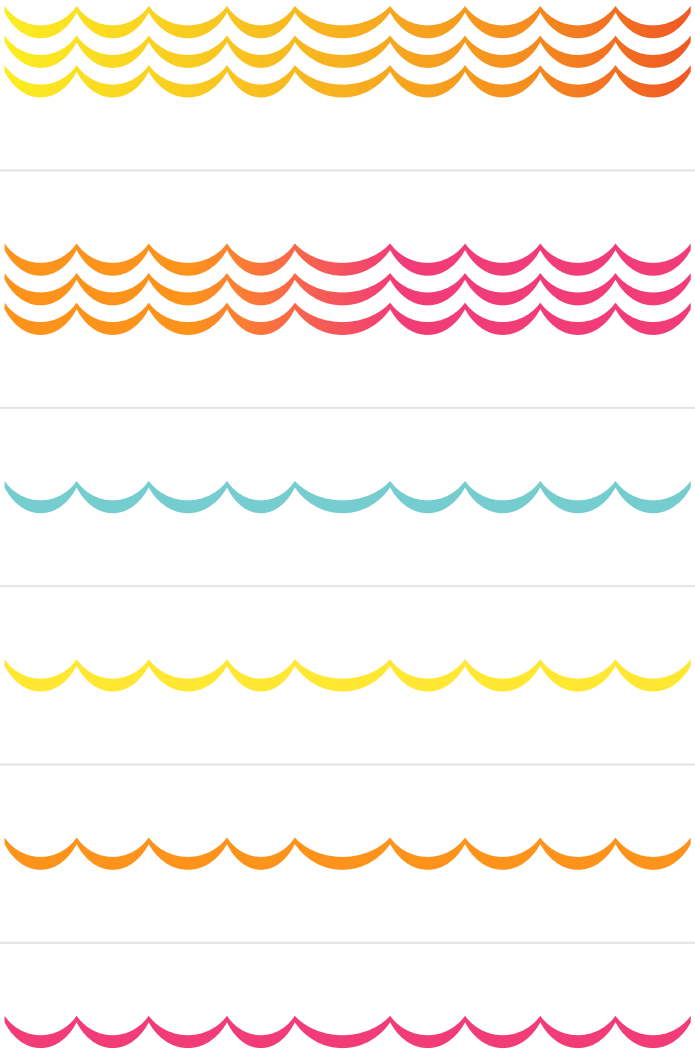
Body Font (Century Gothic - Regular)

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

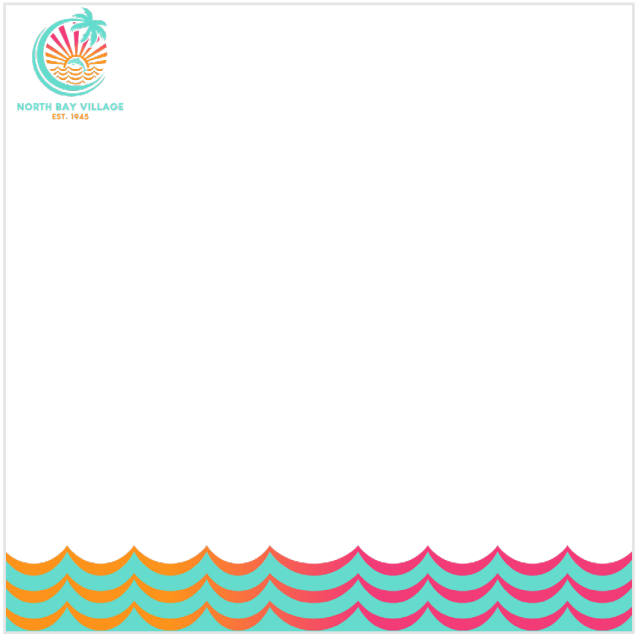
Accent Font (Century Gothic - Italic)

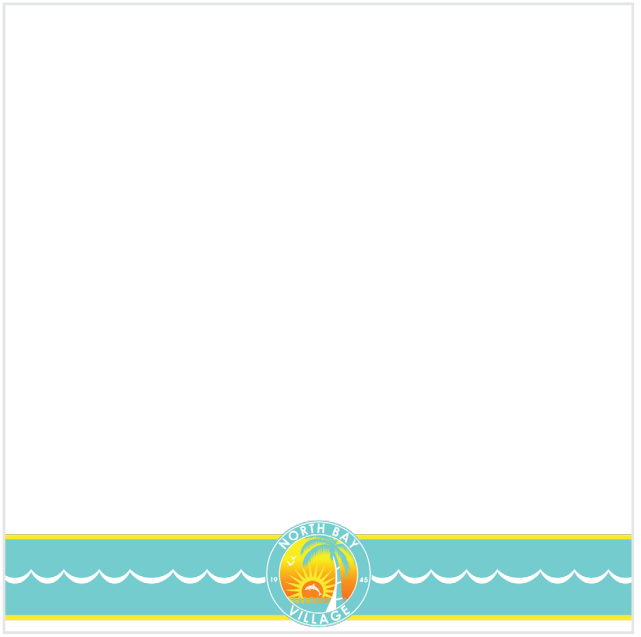
abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Borders/Trims/Dividers



Social Media Image Frames

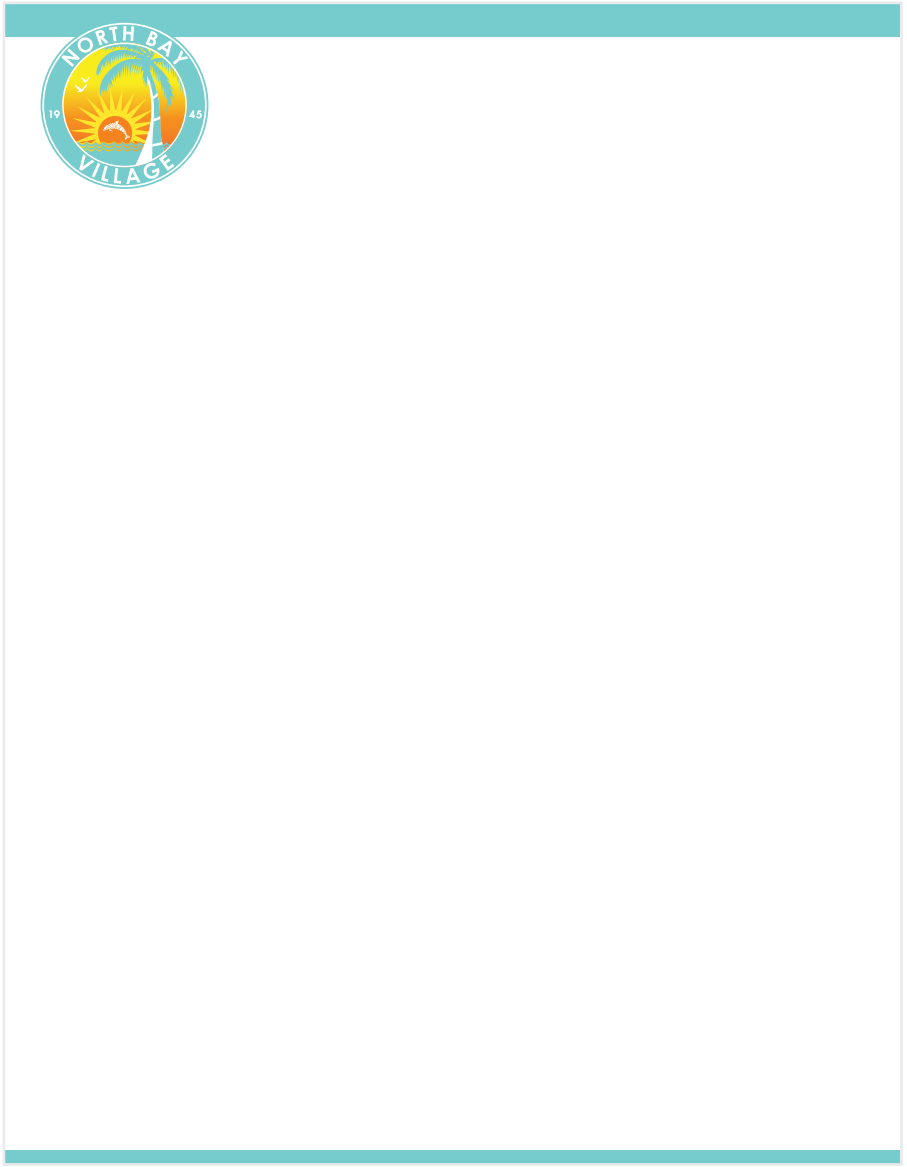








Letterheads



Business Cards









Police Department Seal/Badge

Police Seal and Badge – Primary Version







Police Badge and Seal – Alternate Version







Police Badge – Vintage Seal Version







Vintage “Drawn” Seal

Vintage Seal - "Drawn" Version





MStyle MARKETING

INFO@MSTYLEMARKETING.COM
914.412.3702
MSTYLEMARKETING.COM

2023 Flag Options

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, STE 300 NORTH BAY VILLAGE, FL, 33141



Flag option 1: Standard flag of a logo on a white background. According to this source, https://bettermarketing.pub/the-5-basic-laws-of-good-flag-design-79790bc09c77, the key to making **GREAT** flag is to keep it simple. With just a few simple shapes and colors, millions of people can be represented at a glance. Good brands, like good flags, perform the same function.



Flag option 2: Same design as the first option, but with a design element of a palm tree to add some characteristics of style, which resembles the water from this village and the attraction the tree brings to FL. This design can also be put with the seal in the middle. According to this source, https://bettermarketing.pub/the-5-basic-laws-of-good-flag-design-79790bc09c77, the difficulty comes in creating a symbol that can represent a company or nation with nothing more than a few shapes.



Option 3: Using the seal with a different brand color to add contrast. The blue stands out for than the white, but may fade in the sun. Something to consider when printing for DEV. According to this source, seals are not recommended to be placed on a flag. "**No lettering or seals,"** https://bettermarketing.pub/the-5-basic-laws-of-good-flag-design-79790bc09c77.



Option 4: Using the Village's logo, the use of blue contrast use. Using brand colors that differentiates from the colors in the seal gives this flag a 2-d feel.

According to this source, https://bettermarketing.pub/the-5-basic-laws-of-good-flag-design-79790bc09c77, this supports the design elements here.



Flag option 5: Using the seal on a white back ground. Even though seals are not recommended.

"The basic rule for colors is to use two to three colors from the standard color set: red, white, blue, green, yellow, and black." — North American Vexillological Association





Option 6: Using the seal with some design elements, this could also be done with the other logo, if liked. This inspiration came from Antigua and Barbuda, which is a Caribbean island. Since NBV is surrounded by sunshine and water, this is why the sun was incorporated here.

https://a-z-animals.com/blog/different-country-flags-featuring-the-sun/



NORTH BAY VILLAGE
EST. 1945

North Bay Village Flag Design

North Bay Village Flag Design



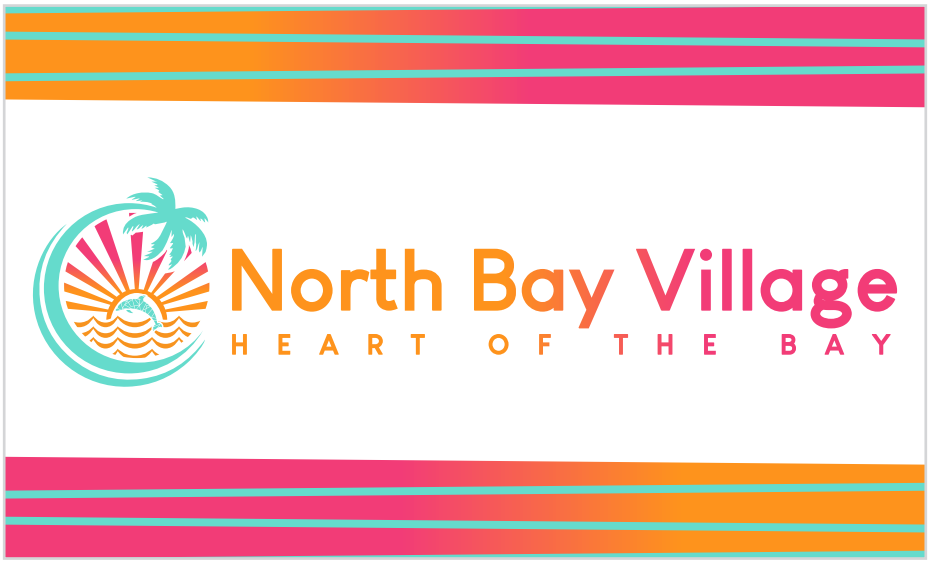
North Bay Village Flag Design

Set 1

3 lines representing the 3 islands





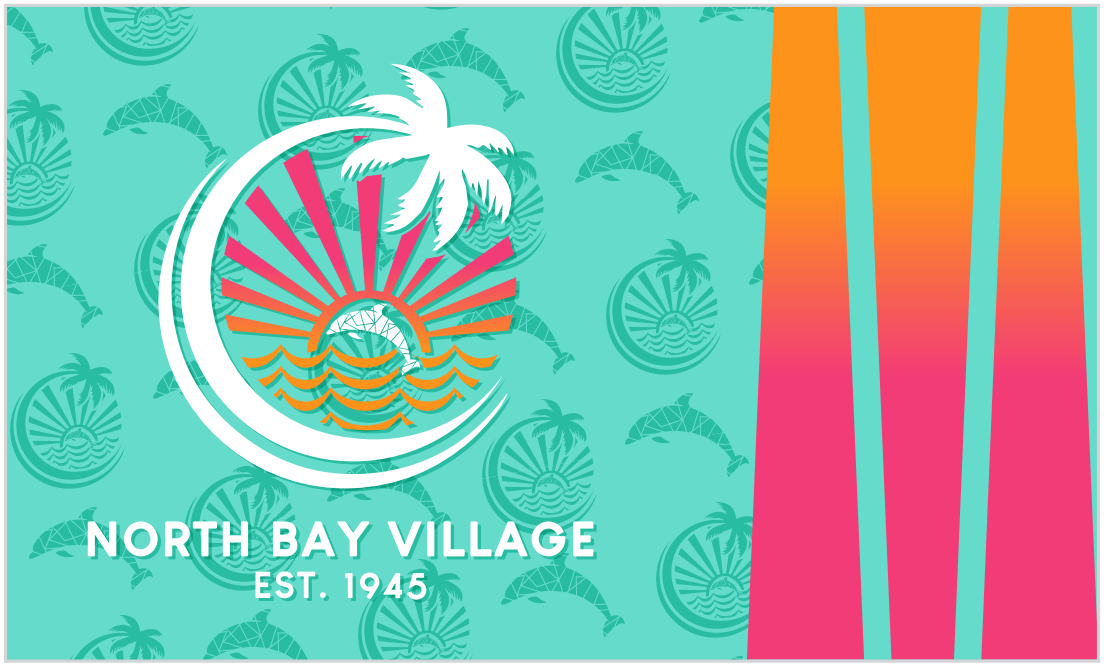


3 lines representing the 3 islands

North Bay Village Flag Design

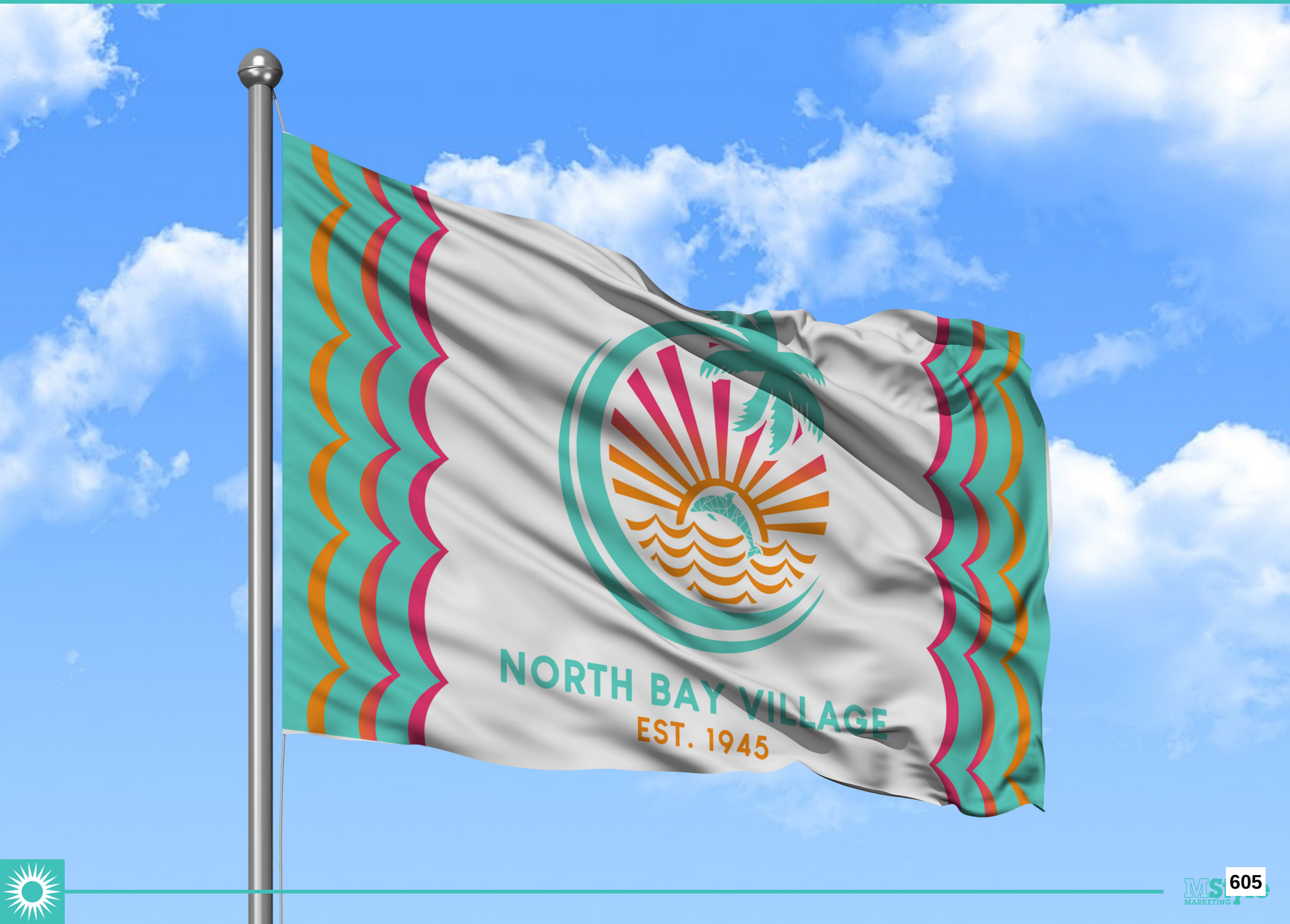
Set 2





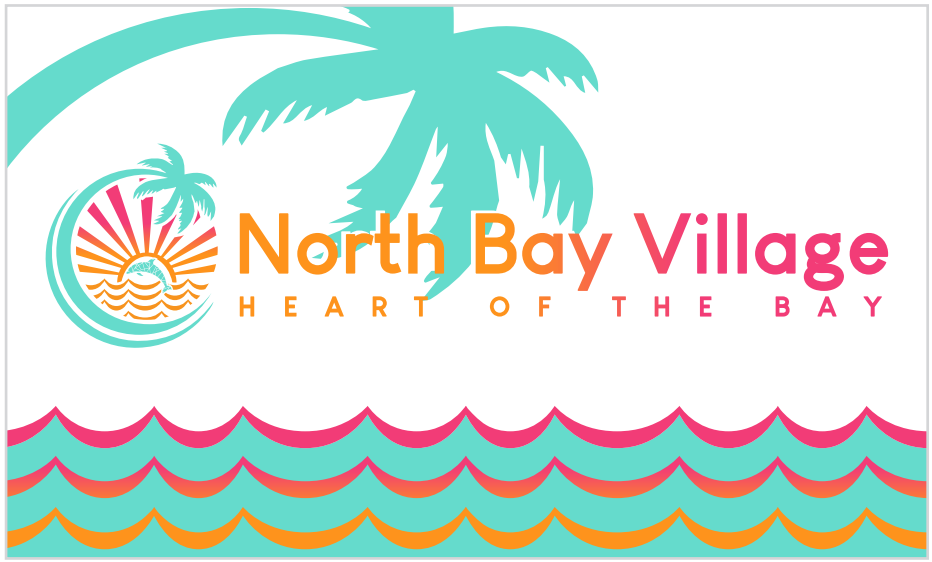
3 lines representing the 3 islands

North Bay Village Flag Design



North Bay Village Flag Design

Set 3







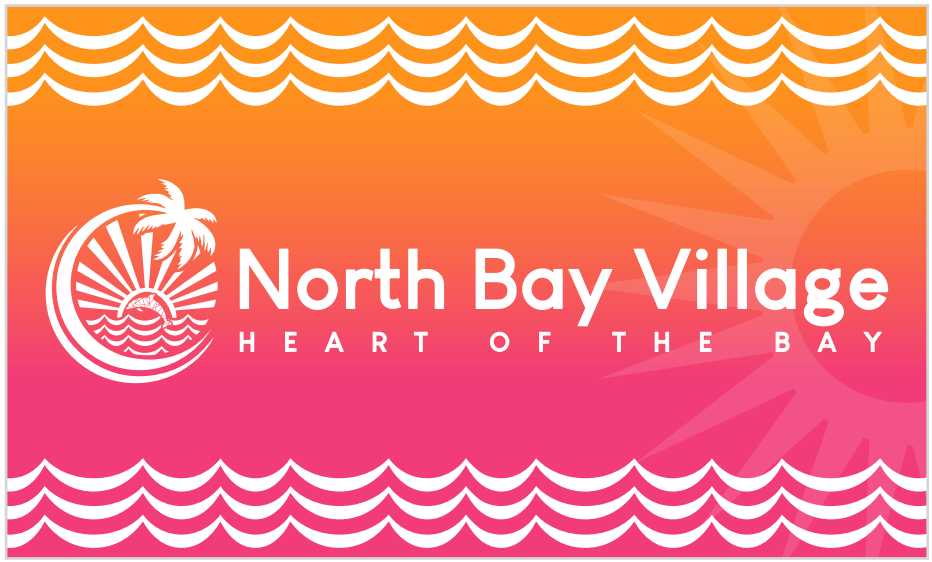
3 waves representing the 3 islands

North Bay Village Flag Design

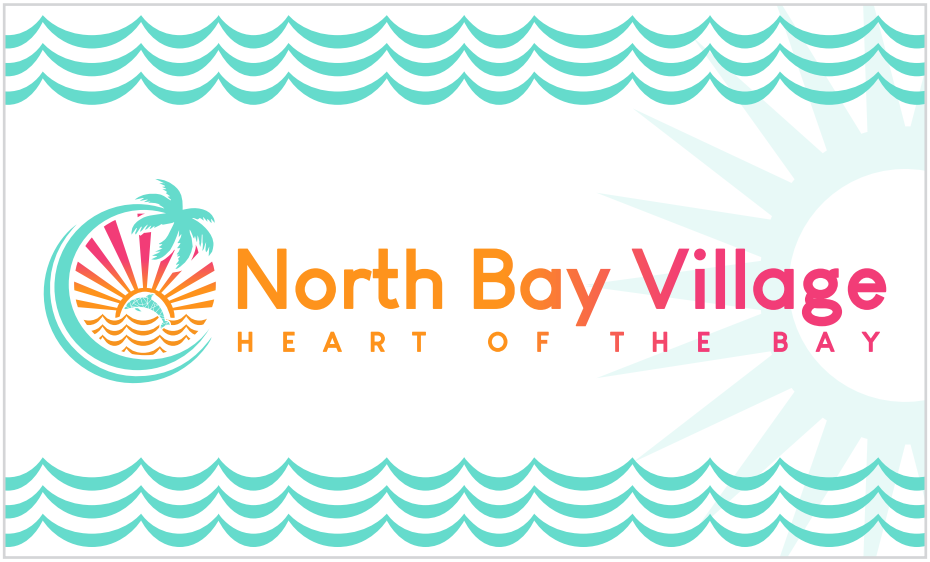


North Bay Village Flag Design

Set 4







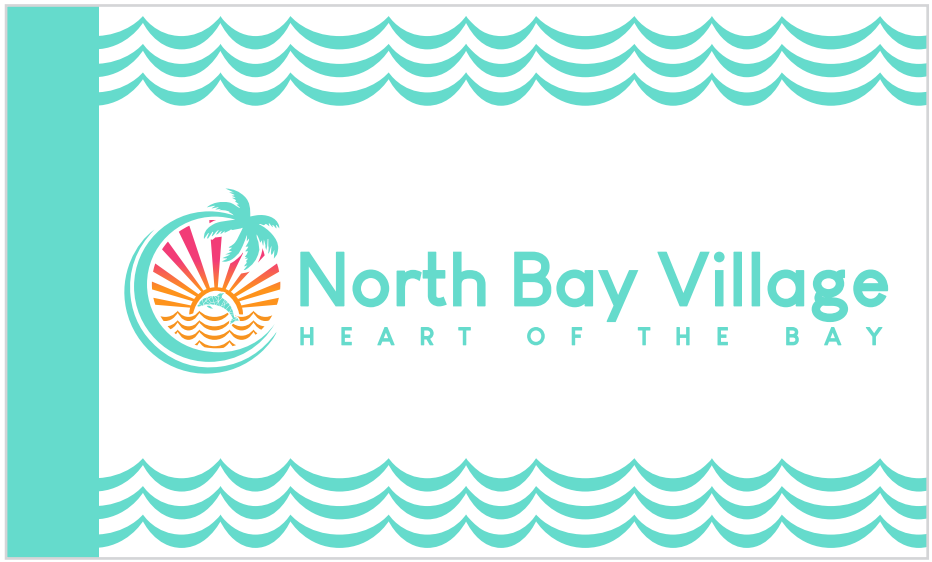
3 waves representing the 3 islands

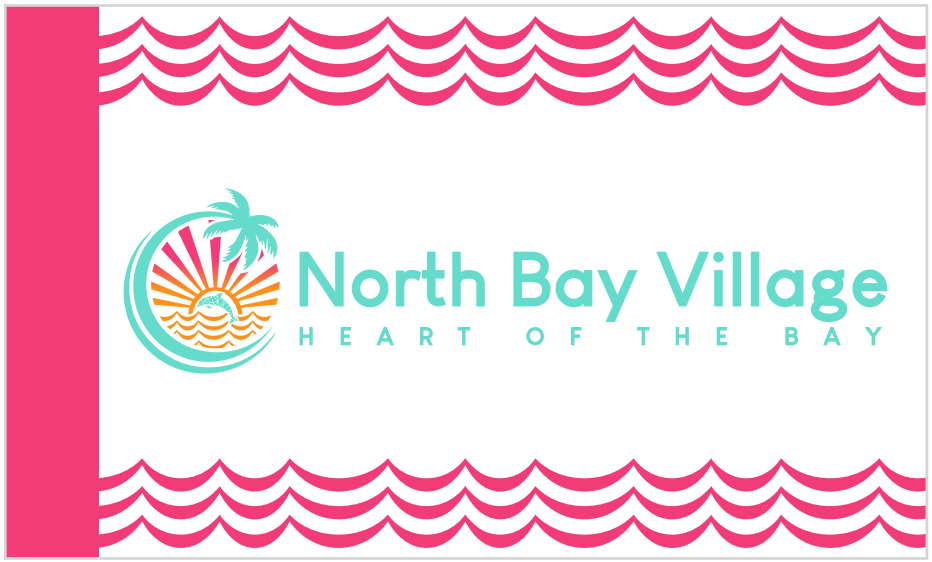
North Bay Village Flag Design

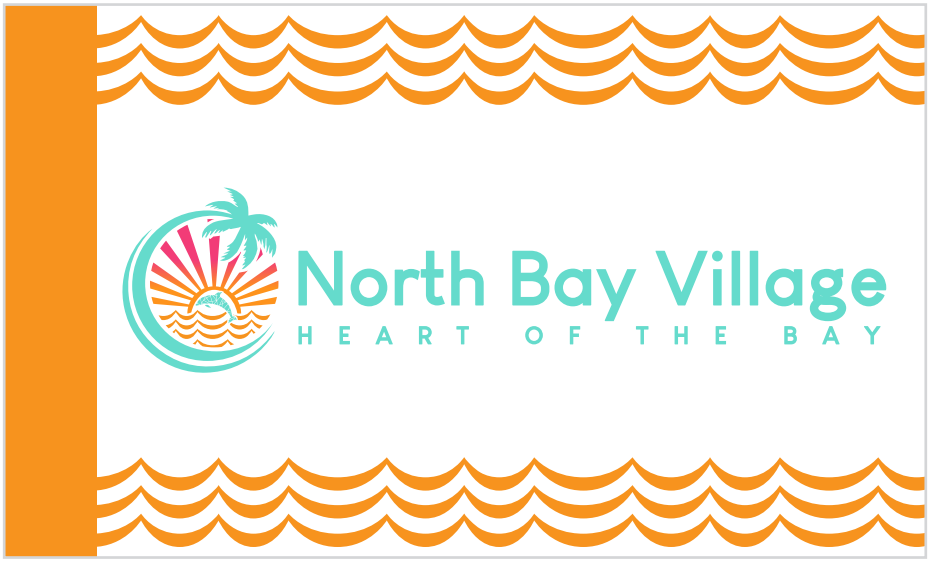


North Bay Village Flag Design

Set 5







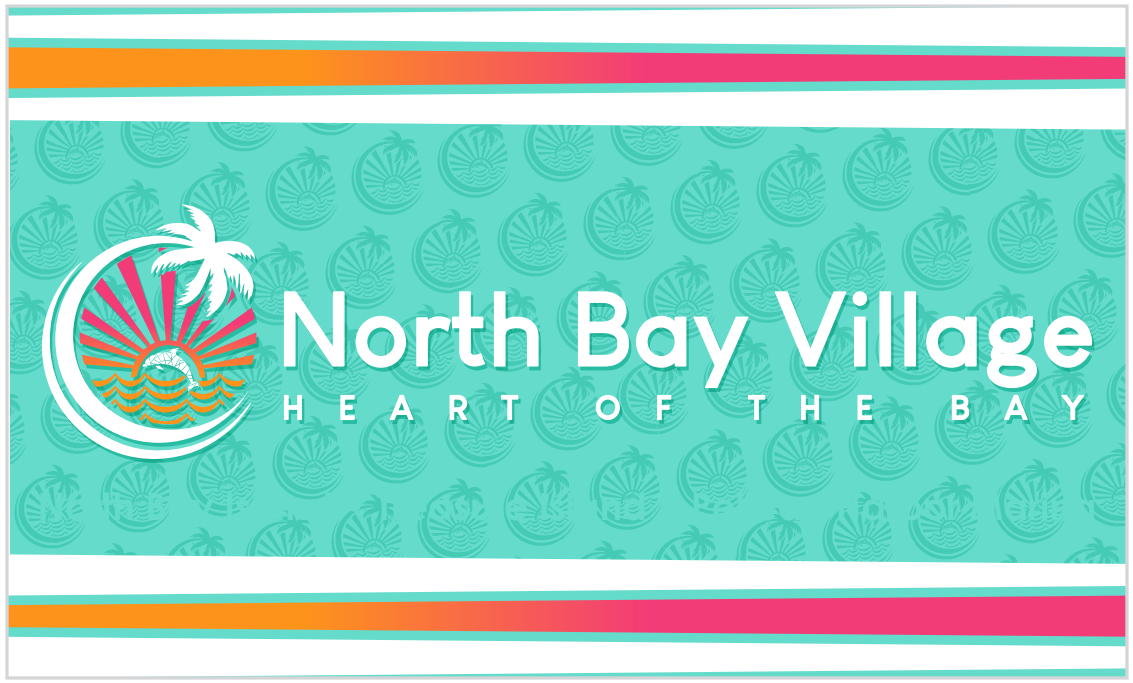
3 waves representing the 3 islands

North Bay Village Flag Design



North Bay Village Flag Design

Set 6



3 lines representing the 3 islands



3 lines representing the 3 islands

North Bay Village Flag Design



North Bay Village Flag Design

Set 7

3 lines representing the 3 islands

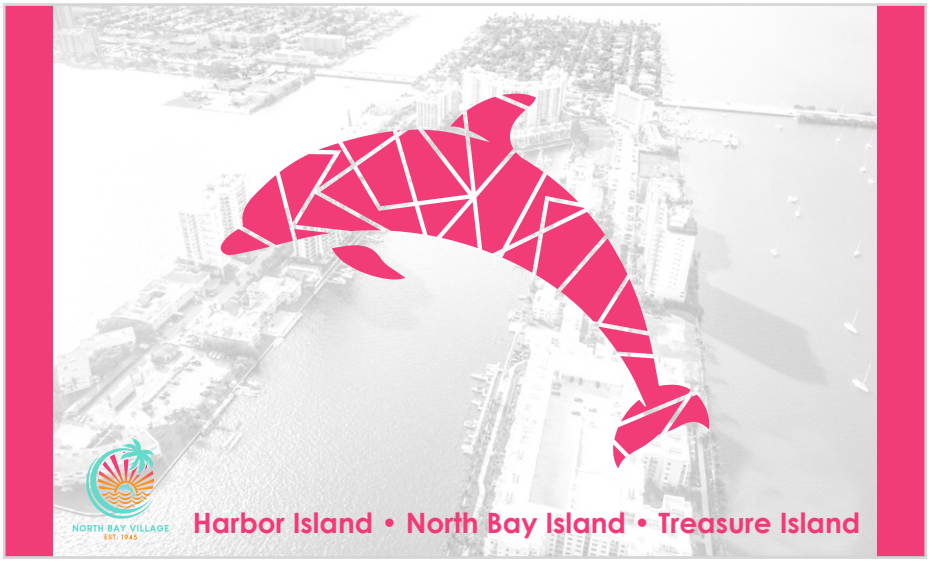


North Bay Village Flag Design

Set 8







North Bay Village Flag Design

Set 9



North Bay Village Flag Design



North Bay Village Flag Design

Set 10



3 waves representing the 3 islands

North Bay Village Flag Design

Set 11





North Bay Village Flag Design





ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Vice Mayor Dr. Richard Chervony

SUBJECT: Discussion and Update Regarding the Bridge Replacement Alternatives to Address Structural Deficiencies for the Flat Bridges - Sponsored by Vice Mayor Dr. Richard Chervony

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RECOMMENDATION

BACKGROUND AND ANALYSIS

The Florida Department of Transportation (FDOT) embarked on a project to evaluate the flat bridges east and west of Harbor and North Bay Islands, intending to rehabilitate or replace the structures. Currently, the project is in the Project Development and Environment (PD&E) phase.

The Village participated in public meetings on October 2 and October 5, where it posed questions relating to the impact of the FDOT project on proposed development in the Village.

Some key takeaways for discussion, based on the presentations from October 5th and individual remarks from the Village Commission:

1. The design of the flat bridges is expected to take place in 2025 and construction in 2028. There will be another public meeting in April 2024 to roll out the proposed design concepts more fully.
2. The state-mandated Sea Level Rise analysis has been completed and is under review at FDOT. It will be released publicly three weeks prior to the April meeting (by early March, if not sooner). It informed the assessment of the project, including recommended bridge heights.

1. FDOT will need to better coordinate with the Village on the Village Hall and Civic Park projects, both of which enter/exit from the Causeway, affecting the PD&E recommendations. FDOT has assigned Staff to work with the Village, but the sharing of information between FDOT internal teams is not seamless.
2. At the Civic Park area, FDOT (just like Miami-Dade Fire Rescue) recommends the removal of the masthead that served the previous Fire Rescue Station at what is now Civic Park. The masthead has not been operational for 15+ years and would cost over $500,000 to replace; it is not expected to be necessary to replace it.
3. FDOT is also recommending closing the median in front of Civic Park which previously served Fire Rescue trucks exclusively, as a way to minimize the possibility of illegal U-turns in the median.
4. FDOT Staff was made aware that the Village may be taking over (whether via a Memorandum of Understanding or annexation) the area between the NBV western Village limit and Pelican Harbor Drive.
5. At the October 5th meeting, Village Staff explained concerns about constant speeding and the stream of accidents and fatalities in the recent past, despite the record number of speeding tickets being issued. One FDOT Staff member explained that was an enforcement issue. Village Staff countered that the underlying design conditions facilitate and encourage speeding, hence necessitating much more police enforcement due to faulty causeway design. This amounts to an unfunded mandate by the State and should instead be addressed by better roadway design that discourages speeding in the first place.
6. The coordination between the flat bridge PD&E and the Complete Streets study that is separately underway largely for non-flat-bridge areas of the causeway. The design of each project should be complementary to the other. As the principal example, slide 18 of the PowerPoint shows the proposed flat bridge design having pedestrians buffered from bicyclists by a barrier; bicyclists are not buffered from traffic, a problem that exists already. Staff and audience members at the October 5th meeting requested that FDOT Staff instead consider a design that allows for a shared-use path (i.e. pedestrians and bicyclists jointly buffered from traffic). Expert/racing bicyclists, including those riding in pelotons, would continue to ride on the causeway, but more conventional, slower-speed bicyclists, including children, would not be riding adjacent to cars.
7. Joined by State Representative Fabian Basabe, Village Staff took the FDOT Staff and consultants for a walk on the sidewalk adjacent to the causeway so that they could experience the uncomfortable - in fact, dangerous - conditions faced by pedestrians, bicyclists, and transit riders in the area. Village Staff urged FDOT Staff to support design changes that increase safety. Given concerns about the causeway needing to serve as an evacuation route, Village Staff suggested placement of removable objects (e.g. planters) throughout the outermost traffic lanes, with the conversion of the sidewalk and bike lane areas as shared-use paths.
8. State Representative Fabian Basabe has offered to assist with advocacy on this important project.
9. Village Staff kept the presentation boards from the meeting; they are available for review in the Village Manager's office.

Attached for discussion is a PDF file on the current status of the PD&E study presented by FDOT's consultants on October 5, 2023 and other supporting documents.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Fact Sheet SR 934-NE 79th Street Bridges.pdf
Project Description-Project No 14484 NE 79th Street Bridges.pdf
Tentative work program map-FDOT projects.pdf
79 St Bridge Alternatives PPT-10-5-2023.pdf
Project Development Schedule.pdf
FDOT PD&E Pic 1.jpg
FDOT PD&E Pic 2.jpg

SR 934 / NE 79 ST
PD&E STUDY

FACT SHEET

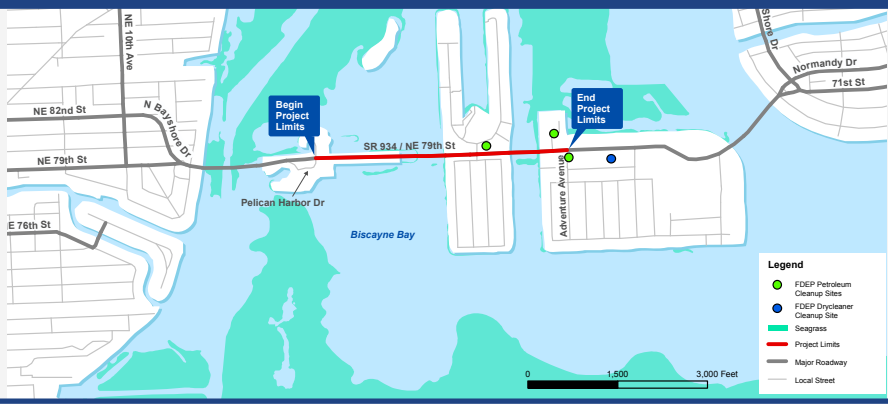
STATE ROAD (SR) 934/NE 79th Street
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

From west of Pelican Harbor Drive to east of Adventure Avenue
Miami-Dade County, Florida

FINANCIAL MANAGEMENT NUMBER: 449007-1-22-01
FEDERAL AID NUMBER: N/A
EFFICIENT TRANSPORTATION DECISION MAKING (ETDM) NUMBER: 14484

OVERVIEW

The Florida Department of Transportation (FDOT), District Six, is conducting a Project Development and Environment (PD&E) Study for the SR 934/ NE 79th Street (John F. Kennedy Causeway) from west of Pelican Harbor Drive to east of Adventure Avenue. The project is located in the City of Miami and North Bay Village in Miami-Dade County.



PROJECT IMPROVEMENTS

The primary objective of this study is to evaluate bridge replacement alternatives to address structural deficiencies of four existing bridges (two bridge pairs) along SR 934/NE 79th Street (John F. Kennedy Causeway). Other objectives include:

IMPROVE CONNECTIVITY

Including new and/or improved paved shoulders, marked bicycle lanes and sidewalks. SR 934/NE 79th Street provides a direct connect to various area neighborhoods including North Bay Island, Harbor Island, and Treasure Island to the mainland.

MAINTAIN EVACUATION ROUTES

SR 934/NE 79th Street serves as part of the emergency evacuation route network designated by the Florida Division of Emergency Management (FDEM) and Miami-Dade County and plays a critical role in facilitating traffic between the heavily populated beaches and the Miami mainland during emergency evacuation periods.

During the PD&E phase, the preliminary engineering and documentation required for funding is completed. This includes the review and analysis of potential impacts from the proposed project on the social, economic, natural, physical, and cultural resources in the surrounding environment.

SCHEDULE

This PD&E Study started in August 2022 and is expected to be completed by 2024. The design phase begins once the PD&E Study is complete.

FUNDING

State and federal funding has been allocated by the FDOT for future phases of the project, including Design and Construction. Preliminary construction costs will be developed during the PD&E phase.

GET INVOLVED

Public involvement is an extremely important part of a PD&E Study, to inform citizens about the project and provide interested persons an opportunity to be involved in the development of the project. The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by FDOT pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022, and executed by Federal Highway Administration and FDOT. FDOT encourages public participation without regard to race, color, national origin, age, sex, religion, disability, or family status. There will be several opportunities to participate in public meetings and individual stakeholder discussions.

CONTACTS

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Florida Department of Transportation – District VI
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Miami, FL 33172
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hector.didonato@dot.state.fl.us

CONSULTANT PROJECT MANAGER
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Phone: (954) 593-4091
william.leidy@hdrinc.com

COMMUNITY OUTREACH SPECIALIST
Paulette Summers, MRG
Phone: (786) 510-3921
psummers@mrgmiami.com

VISIT OUR WEBSITE:
fdotmiamidade.com/79thstreetbridgespdestudy.html

FOLLOW US:
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@MyFDOTMiami

FDOT

Description

#14484 SR 934/NE 79th Street Bridges

District: District 6
County: Miami-Dade
Planning Organization: FDOT District 6
Plan ID: Not Available
Federal Involvement: FHWA Funding Other Federal Permit

Phase: Programming Screen
From: Pelican Harbor Drive
To: Adventure Avenue
Financial Management No.: 449007-1-22-01

Contact Information: Curlene Thomas (305) 470-5408 Curlene.Thomas@dot.state.fl.us
Snapshot Data From: ETAT Review Started 11/12/2021

Purpose of and Need for

Purpose and Need Statement

The purpose of this project is to evaluate bridge replacement alternatives to address the structural deficiencies of four existing bridges (two bridge pairs) along State Road 934 (SR 934)/NE 79th Street (John F. Kennedy Causeway). The project limits extend from Pelican Harbor Drive to Adventure Avenue within the Cities of Miami and North Bay Village in Miami-Dade County. The western bridge pair, comprised of Bridge Identification (ID) Numbers 870083 (westbound) and 870549 (eastbound), is located just west of North Bay island/Harbor Island. The eastern bridge pair, comprised of Bridge ID Numbers 870084 (westbound) and 870550 (eastbound), is located between North Bay Island/Harbor Island and Treasure Island.

An additional project goal is to maintain emergency evacuation capabilities.

The need for the project is based on the following criteria:

BRIDGE DEFICIENCIES: Address Substandard Structural Elements

The existing bridges were constructed in the early 1970s and have been determined to be Structurally Deficient given the condition of each bridge's superstructure (beams), which is referred to as "Sonovoid" design. Due to the structure type, the number of structural deficiencies, and the low clearance from the water, the bridge structures cannot properly be repaired and must be replaced.

Based on Florida Department of Transportation (FDOT) Bridge Inspection Reports prepared in October 2020, each of the four bridges received a Sufficiency Rating of 48.7 (on a scale of 0-100). The Sufficiency Rating is essentially an overall rating of a bridge's fitness to remain in service. A Sufficiency Rating below 50.0 may qualify a bridge for replacement funds.

As part of the inspection process, a number of structural components were evaluated and assigned a rank or condition based on the National Bridge Inventory system. The ranks/conditions were based on a scale of zero through 9. A rank of zero generally means that the bridge is out of service, beyond corrective action, and in need of replacement; a rank of 9 means the bridge is in excellent condition and no deficiencies have been identified. The ranks/conditions for the structural components examined in the reports are as follows:

Bridge ID Numbers 870083 (westbound) and 870549 (eastbound)

-Deck: 4 (Poor)
-Superstructure: 4 (Poor)

-Substructure: 6 (Satisfactory)
Bridge ID Numbers 870084 (westbound) and 870550 (eastbound)

-Deck: 4 (Poor)
-Superstructure: 4 (Poor)
-Substructure: 7 (Good)
SAFETY: Maintain Evacuation and Emergency Response Times

Serving as part of the emergency evacuation route network designated by the Florida Division of Emergency Management (FDEM) and Miami-Dade County, SR 934/NE 79th Street (John F. Kennedy Causeway) [including the bridges] plays a critical role in facilitating traffic between the beaches and the mainland of Miami during emergency evacuation periods. The bridges currently meet hurricane evacuation requirements and will continue to meet them if replaced.

PROJECT STATUS

The project is included in the current Florida Department of Transportation (FDOT) 2022-2026 State Transportation Improvement Program (STIP) and the FDOT 2022-2026 Five-Year Work Program with $1,778,750 programmed for the PD&E phase in Fiscal Year (FY) 2022. The project is not currently listed in the Miami-Dade Transportation Planning Organization's (TPO) 2045 Long Range Transportation Plan (LRTP), Miami-Dade TPO's 2022-2026 Transportation Improvement Program (TIP), or the Miami-Dade County Comprehensive Development Master Plan.

Project Description

This project involves the potential replacement of four prestressed concrete slab (Sonovoid) bridges (two bridge pairs) connecting three islands within the Cities of Miami and North Bay Village in Miami-Dade County. The bridges are part of State Road 934 (SR 934)/NE 79th Street (John F. Kennedy Causeway), a roadway classified as "Urban Principal Arterial - Other", which connects mainland Miami to Miami Beach. The specific limits of the bridge project extend from Pelican Harbor Drive to Adventure Avenue. The western bridge pair, comprised of Bridge Identification (ID) Numbers 870083 (westbound) and 870549 (eastbound), is located just west of North Bay Island/Harbor Island. The eastern bridge pair, comprised of Bridge ID Numbers 870084 (westbound) and 870550 (eastbound), is located between North Bay Island/Harbor Island and Treasure Island. A graphic depicting the location of the bridges based on Bridge ID is provided as **Attachment 1** in the Environmental Screening Tool. The project is approximately 0.8 mile in length.

The existing western bridge pair consists of six lanes, including four 11-foot travel lanes to the inside and two 13-foot travel lanes to the outside, and a raised median connecting the two bridge structures. The outside travel lanes include shared-use markings to accommodate bicycles. In addition, a 5-foot raised sidewalk is present on each side of the bridge pair to the outside. The existing eastern bridge pair consists of six 10-foot travel lanes with a raised median connecting the two bridge structures, as well as a 5.5-foot dedicated bicycle lane and a sidewalk varying between 5 and 6 feet in width (separated by guardrail) on each side of the bridge pair to the outside. The bridge approaches are generally consistent with the typical section of the bridges, except for east of the western bridge pair which includes dedicated bicycle lanes. Crossing over the Biscayne Bay, the bridges have a maximum vertical clearance of 6.78 feet at Mean Low Water and a minimum vertical clearance of 4.78 feet at Mean High Water. Biscayne Bay at the bridge crossings is not deemed a navigable waterway by the United States Coast Guard.

The existing bridges were constructed in the early 1970s and have been determined to be Structurally Deficient given the condition of each bridge's superstructure (beams), which is referred to as "Sonovoid" design. Due to the structure type, the number of structural deficiencies, and the low clearance from the water, the bridge structures cannot properly be

repaired and must be replaced. Therefore, the Project Development and Environment (PD&E) Study will evaluate bridge replacement alternatives that are anticipated to be generally within the same footprint of the existing bridges. Future bridge concepts may also include potential provisions for new and/or improved paved shoulders/marked bicycle lanes and sidewalks. The existing right-of-way varies along the project segment and ranges from approximately 100 to 130 feet. Additional right-of-way is not anticipated to accommodate the replacement bridges; however, specific right-of-way requirements for the project will be determined during the PD&E Study.

Summary of Public Comments

Summary of Public Comments is not available at this time.

Justification

Public comments will be entered at a later date

Planning Consistency Status

No information available.

Potential Lead Agencies

- FDOT Office of Environmental Management

Exempted Agencies

Agency Name	Justification	Date
Federal Transit Administration	FTA has requested to be exempt from reviewing any non-transit projects.	09/29/2021

Project Documents

Date	Type	Size	Link / Description
11/11/2021	Hardcopy Map (from Attach Document Tool)	565 KB	http://etdmpub.fla-etat.org/est/servlet/blobViewer?blobID=34039 None Provided
11/11/2021	Form SF-424: Application for Federal Assistance	707 KB	http://etdmpub.fla-etat.org/est/servlet/blobViewer?blobID=34038 Form SF-424: Application for Federal Assistance
11/11/2021	Hardcopy Map (from Attach Document Tool)	174 KB	http://etdmpub.fla-etat.org/est/servlet/blobViewer?blobID=34040 None Provided
10/25/2021	Ancillary Project Documentation	125 KB	http://etdmpub.fla-etat.org/est/servlet/blobViewer?blobID=33918 Project Description Attachment 1: Bridge Locations

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Alternative #1

Alternative Description

Name	From	To	Type	Status	Total Length	Cost	Modes	SIS
Alternative was not named.	Pelican Harbor Drive	Adventure Avenue	Bridge	ETAT Review	0.8 mi.		Roadway Bicycle Pedestrian	N

Segment Description(s)

Location and Length

Segment No.	Name	Beginning Location	Ending Location	Length (mi.)	Roadway Id	BMP	EMP
Segment 1	Segment 1			0			

Jurisdiction and Class

Segment No.	Jurisdiction	Urban Service Area	Functional Class
Segment 1		In/Out	

Base Conditions

Segment No.	Year	AADT	Lanes	Config
Segment 1				

Interim Plan

Segment No.	Year	AADT	Lanes	Config
Segment 1				

Needs Plan

Segment No.	Year	AADT	Lanes	Config
Segment 1				

Cost Feasible Plan

Segment No.	Year	AADT	Lanes	Config
Segment 1				

Funding Sources

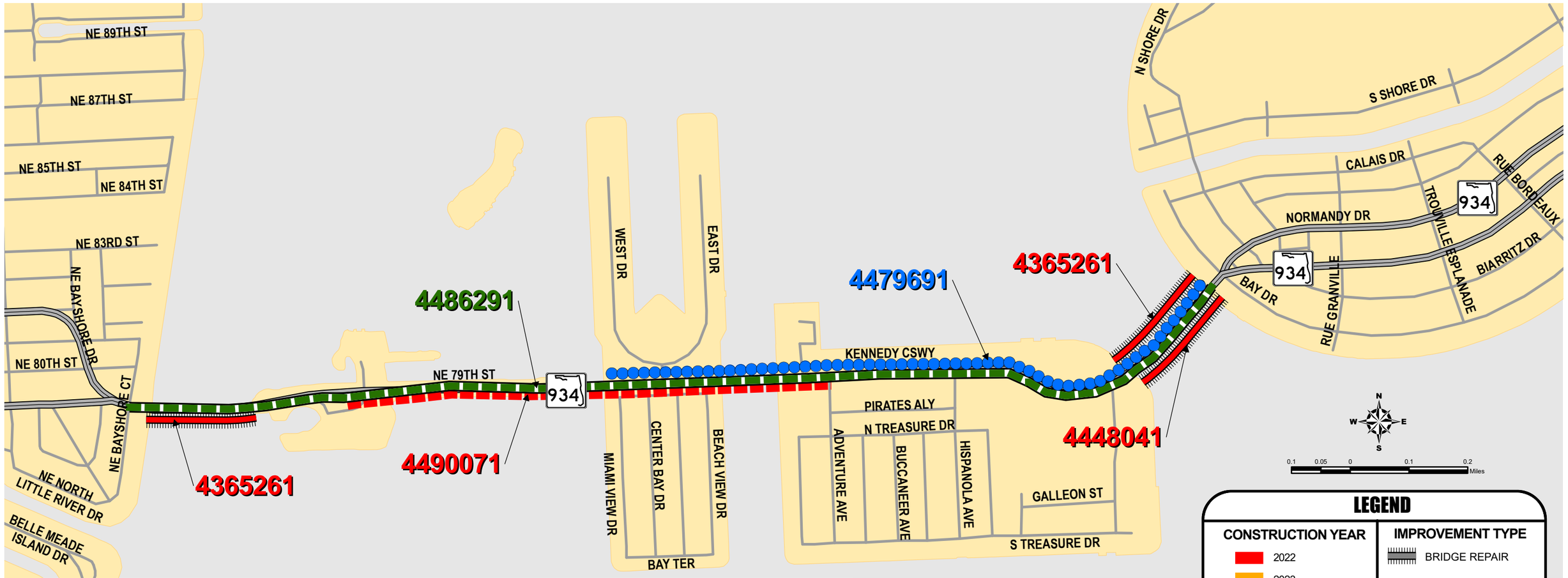
No funding sources found.

Eliminated Alternatives

There are no eliminated alternatives for this project.

Tentative Work Program

North Bay Village



Projects

FM NUMBER	LOCATION	FROM	TO	IMPROVEMENT
4365261	SR 934/NE 79TH STREET	OVER INTRACOASTAL CANAL 4 BRIDGES #870082; 870554; 870085; 870551		BRIDGE REPAIR/REHABILITATION
4448041	SR 934/NE 79TH STREET	OVER INTRACOASTAL CANAL FENDER BRIDGE #870085 & 870551		BRIDGE REPAIR/REHABILITATION
4490071	SR 934/NE 79TH STREET	WEST OF PELICAN HARBOR DRIVE	EAST OF ADVENTURE AVENUE	PD&E/EMO STUDY
4486291	NORTH BAY VILLAGE	KENNEDY CAUSEWAY COMPLETE STREETS PROJECT		PEDESTRIAN SAFETY
4479691	NORTH BAY VILLAGE	ISLAND WALK PHASE I		BIKE PATH/TRAIL

LEGEND

CONSTRUCTION YEAR

- 2022
- 2023
- 2024
- 2025
- 2026

425000 FINANCIAL MANAGEMENT NUMBER

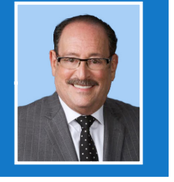
IMPROVEMENT TYPE

- BRIDGE REPAIR
- PD&E STUDY
- PEDESTRIAN SAFETY
- BIKE PATH/TRAIL, SIDEWALK

FDOT

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT SIX

RICHARD CHERVONY
COMMISSIONER
NORTH BAY VILLAGE





SR 934/NE 79 ST PD&E Study

West of Pelican Harbor Drive to East of Adventure Avenue

Miami-Dade County, FL

October 2, 2023 (Virtual)

October 5, 2023 (In-Person)

Bridge No. 870083;-549;-084;-550

FM No. 449007-1-22-01

ETDM No. 14484

FDOT

Rules of Engagement

Virtual attendees are **automatically muted** to start the meeting

Providing comments during open discussion period:

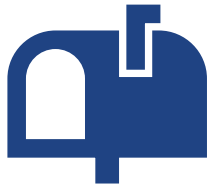
- In-person attendees form a line
- Call 1-800-418-0524
- Raise hand during comment period, you will be unmuted in order of raising hands
- Submit comments via the “Questions” Box



Get Technical Assistance

- **Contact Manny Costales at 786-352-4351 or email manny@graph-code.com**

Public Notice



Property owner/tenant letters



Emails to project contacts list



FDOT website



Florida Administrative Register



Newspaper



Social media

Title VI Non-Discrimination Compliance

Public participation at this public meeting is encouraged and solicited without regard to race, color, national origin, age, sex, religion, disability, or family status.

Persons wishing to express any concerns about Title VI may do so by contacting either:

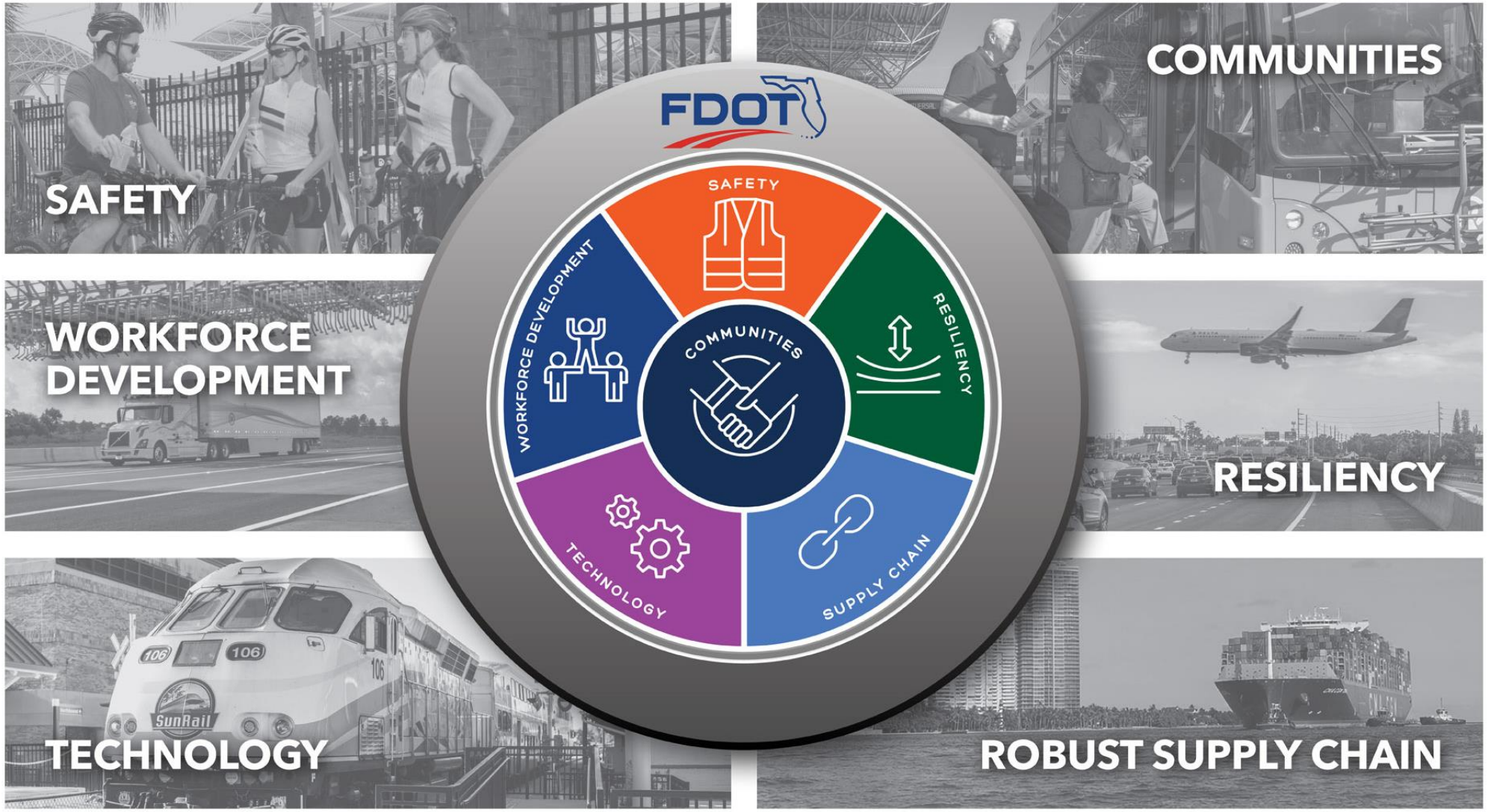
Florida Department of Transportation
District Six Office
District Six Title VI Coordinator
Tish Burgher
1000 NW 111th Avenue
Miami, Florida 33172
Tish.Burgher@dot.state.fl.us
(305) 470-5277

Florida Department of Transportation
Tallahassee Office
State Title VI Coordinator
Stefan Kulakowski
605 Suwannee Street
Tallahassee, Florida 32399
Stefan.Kulakowski@dot.state.fl.us
(850) 414-4742

NEPA Assignment Statement

The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the Florida Department of Transportation (FDOT) pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022, and executed by the Federal Highway Administration and FDOT.

FDOT Compass

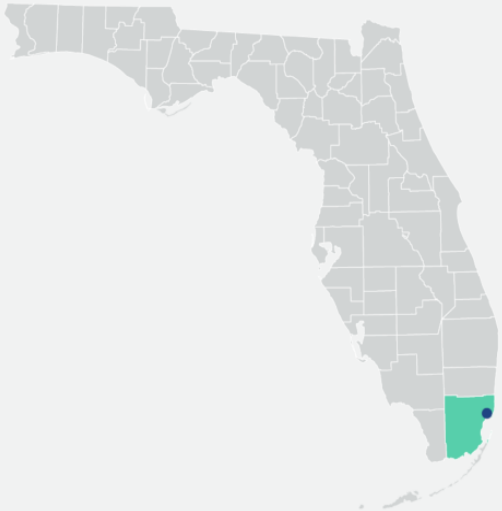


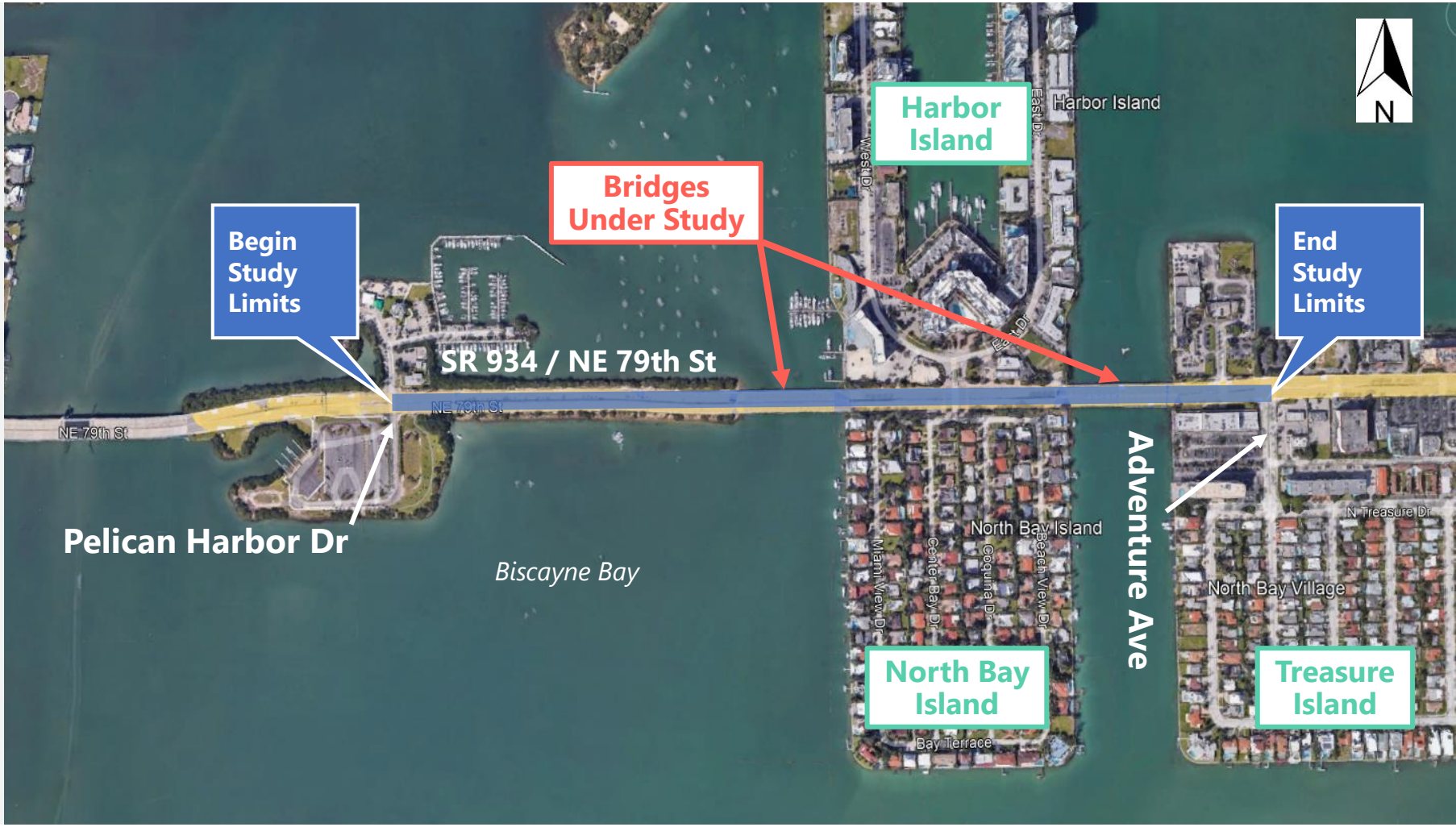
Project Location

NE 79th Street (SR 934)

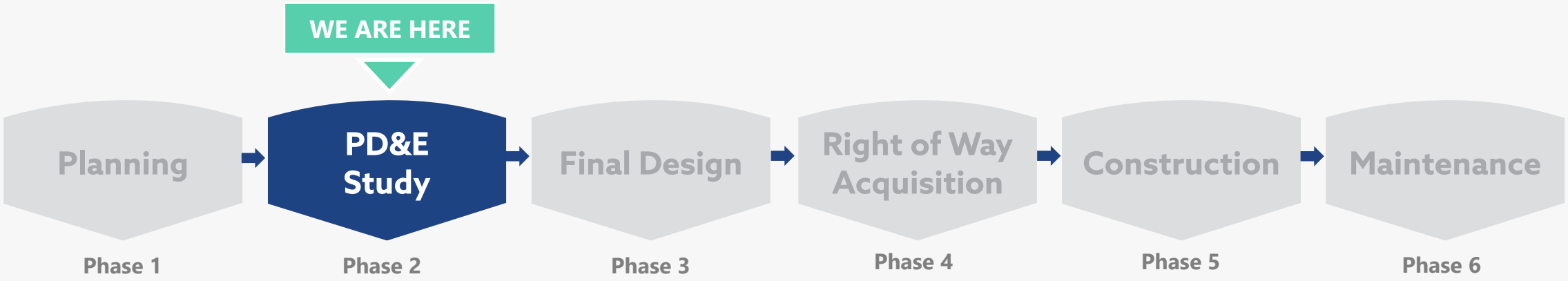
From West of Pelican Harbor Drive to East of Adventure Avenue

Miami-Dade County, Florida





Transportation Project Delivery Process



The PD&E Study Process is followed by FDOT

To evaluate:

- Engineering Alternatives
- Environmental Impacts

&

To comply with:

- National Environmental Policy Act (NEPA)
- Federal and State Environmental Laws
- Requirements Involving Federal Funding

PD&E Study Process

Project Kickoff Meeting
November 29, 2022

Alternatives Public Meeting
October 2 and 5, 2023

1 Data Collection

- Engineering Data
- Environmental Data
- Other Data

2 Preliminary Concept Alternatives

- Needs Analysis
- Concept Alternatives Development

3 Environmental & Engineering Analysis

- Engineering Analysis & Studies
- Environmental Analysis & Studies
- Concept Alternatives Screening

4 Alternatives Refinement

- Alternatives Refinement and Screening

5 Final PD&E Documents

- Preliminary Engineering Report
- NEPA Document
- FDOT Review and Approval of Final Documents

Location and Design Concept Acceptance (LDCA)

Project Advances to the Design Phase

OPPORTUNITY FOR PUBLIC ENGAGEMENT

Project Background

SR 934 / NE 79 ST PD&E STUDY | FDOT

Bridges constructed in the early **1970s**

4 total bridges

(Project consists of bridges west and east of Harbor Island)

Recent rehabilitation efforts:

2004 and 2010
Structural Repairs

2015
Traffic and Pedestrian Railing

As of November 2020, the bridge inspection reports indicate the bridges are candidates for repair or replacement.

	Bridge ID
Bridges West of Harbor Island	870083 (WB)
	870549 (EB)
Bridges East of Harbor Island	870084 (WB)
	870550 (EB)

WB – westbound
EB - eastbound



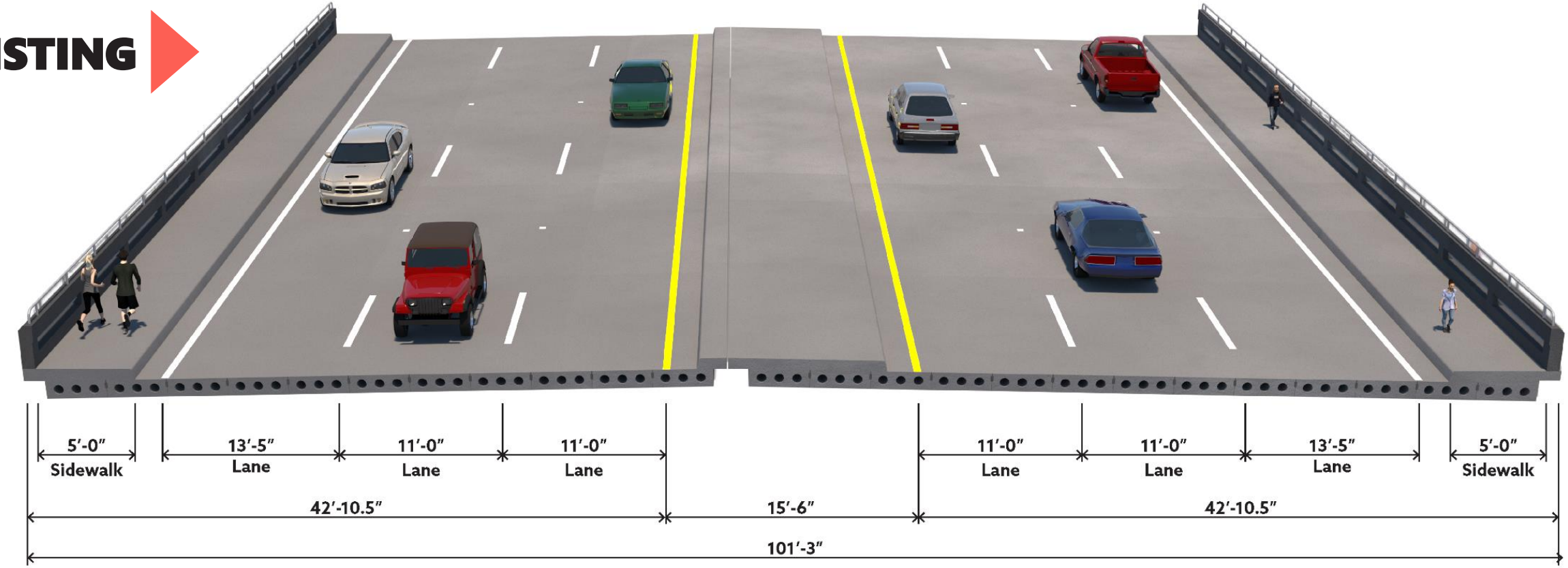
Existing Conditions

SR 934 / NE 79 ST PD&E STUDY

FDOT

Bridges West of Harbor Island

EXISTING



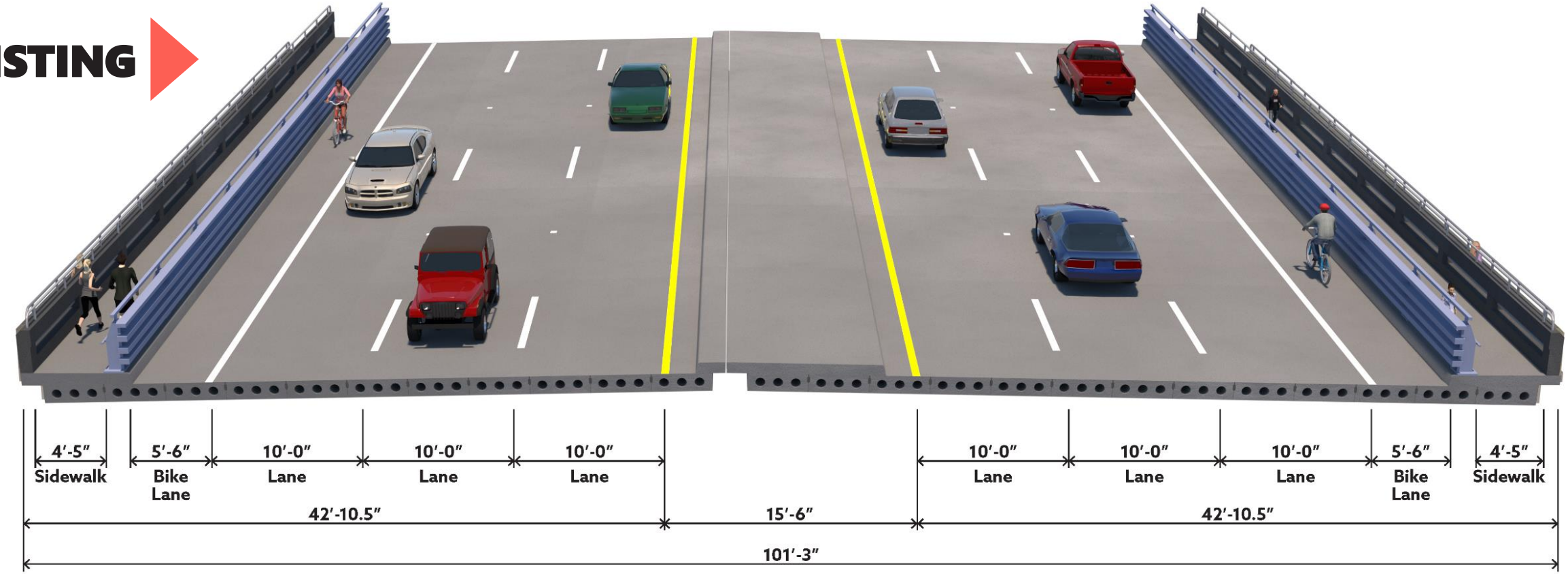
Existing Conditions

SR 934 / NE 79 ST PD&E STUDY

FDOT

Bridges East of Harbor Island

EXISTING



Purpose and Need

- **What is the purpose of the study?**
  - Evaluate bridge replacement alternatives to address the structural deficiencies of four existing bridges (two bridge pairs)
- **Why is the project needed?**



Address
Bridge Deficiencies



Maintain
Emergency Evacuation

	Bridge ID	Structural Deficiencies
Bridges West of Harbor Island	870083 (WB)	- Deck: 4 (Poor) - Superstructure: 4 (Poor) - Substructure: 6 (Satisfactory)
	870549 (EB)	
Bridge East of Harbor Island	870084 (WB)	- Deck: 4 (Poor) - Superstructure: 4 (Poor) - Substructure: 7 (Good)
	870550 (EB)	

Sufficiency Rating: 48.7

Alternatives Evaluation Process

SR 934 / NE 79 ST PD&E STUDY | FDOT

1 Data Collection

Data Collection & Analysis
- Land & Water Surveys
- Traffic
- Roadway
- Structures
- Environmental
- Geotechnical
- Drainage

2 Alternatives Development

Typical Section Analysis
- Lane Widths
- Bike / Ped Features
- Constructability

Traffic & Safety
- Existing Conditions
- Future Demand Forecasting
- Build Conditions
- Safety Analysis

Engineering Analysis
- Structures
- Roadway
- Drainage / Sea Level Rise
- Phasing

Environmental Analysis
- Cultural Resources
- Natural Resources
- Physical Resources
- Documentation

Determine Typical Section
- # of lanes
- Lane widths
- Shoulder widths
- Ped / Bike features

Determine Bridge Height

Analyze Constructability

Alternatives Evaluation Process

SR 934 / NE 79 ST PD&E STUDY | FDOT

WE ARE HERE

3 Alternatives Screening

Screen Alternatives

- No Action / No Build Alternative
- Transportation System Management & Operations Alternative (TSM&O)
- Rehabilitation / Repair Alternatives
  - Alternative 1a (Dismissed)
  - Alternative 1b (Dismissed)
- Build Replacement Alternatives
  - Alternative 2a
  - Alternative 2b

4 Alternatives Meeting

Alternatives Advancing to the Public Meeting

- Alternative 2a
- Alternative 2b

5 Alternatives Refinement

- Refine Alternatives based on public feedback

6 Public Hearing

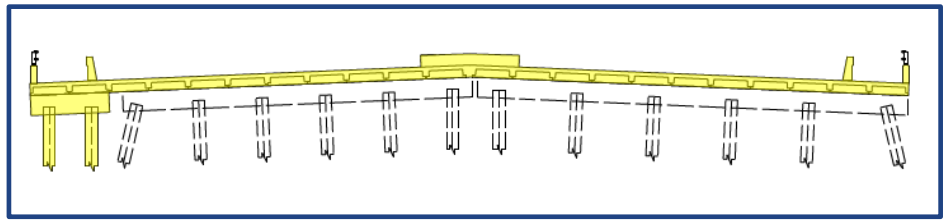
- Preferred Alternative identified and presented to the public

Rehabilitation Alternatives 1A & 1B

- **Alternative 1A – Minor Rehabilitation**
  - Includes concrete repair, joint repair, epoxy overlay on sidewalks, and other miscellaneous repairs



- **Alternative 1B – Major Rehabilitation**
  - Includes replacement of the superstructure deck and pier cap, widening, and installation of pile jackets



Rehabilitation Alternatives 1A & 1B Dismissed

SR 934 / NE 79 ST PD&E STUDY | FDOT

Bridge Function

Bridge Structure – Structurally Deficient

- Rehabilitation would not improve the structural deficiencies of bridges long-term
- Rehabilitating the existing bridges is not considered feasible because the structures are at the end of their 50-year design life
- The existing bridge typical sections do not meet current FDOT design standards
- The costs of rehabilitation and continued maintenance out-weigh the benefit and service life of the bridges

Sufficiency Rating: 48.7

Alt 1A

$2.9M

Alt 1B

$31.1M

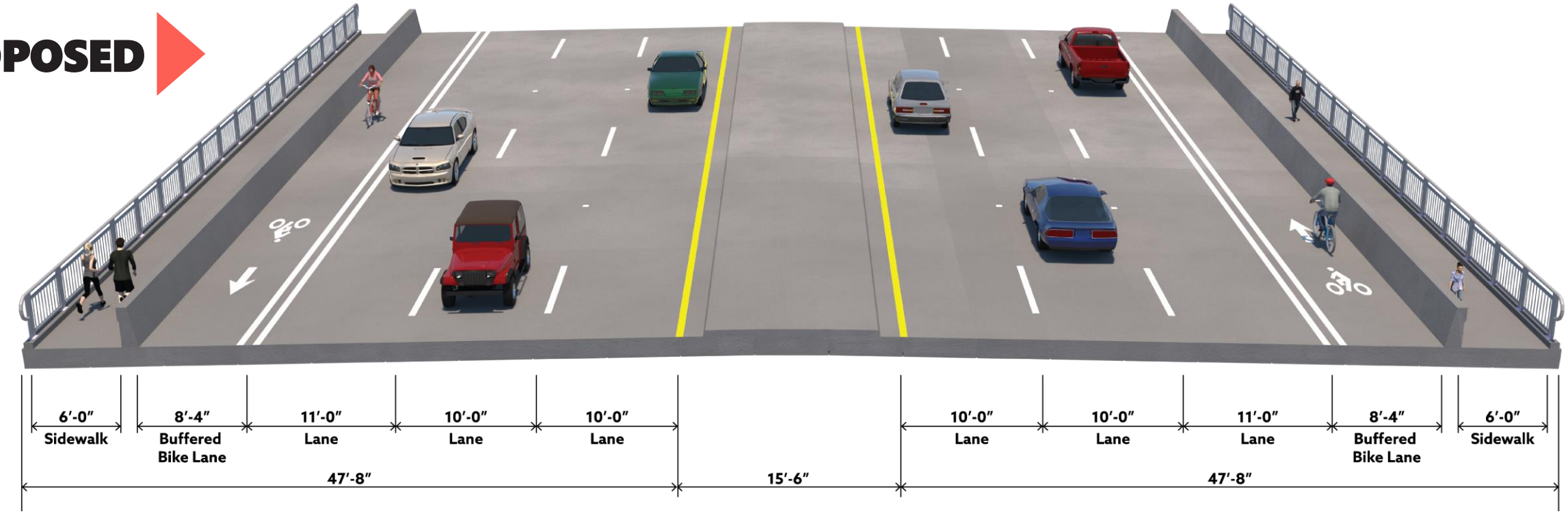
Replacement Alternatives 2A & 2B

SR 934 / NE 79 ST
PD&E STUDY

FDOT

Bridges East and West of Harbor Island

PROPOSED

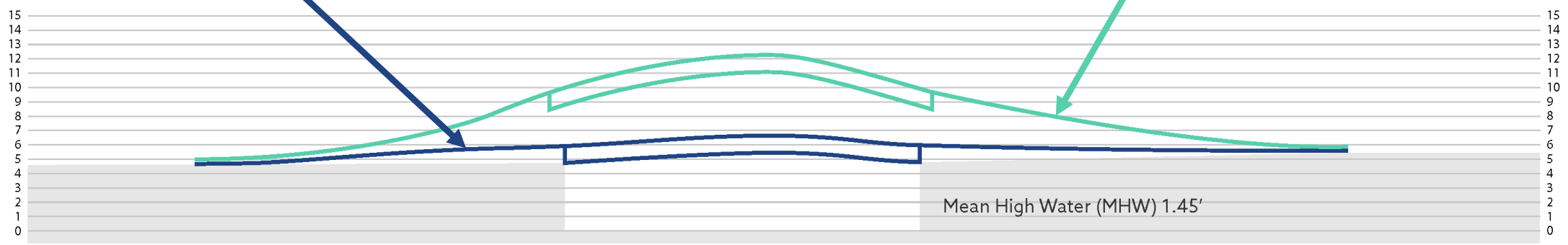


Proposed Bridge Profiles

The difference between **Alternatives 2A** and **2B** is their proposed profiles.

Alternative 2A Profile
Profile similar to the existing profile
(Minimum Vertical Clearance 3')

Alternative 2B Profile
Profile raised to meet current guidelines
Requires reconstruction of driveways and construction of gravity walls
(Minimum Vertical Clearance 7')

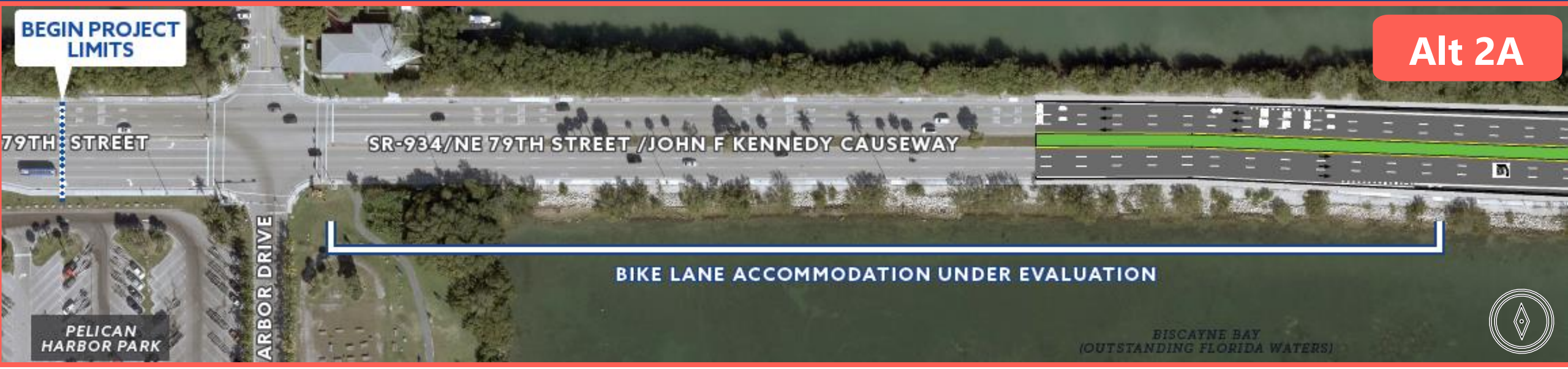


Alternative 2A Profile
Minimum Vertical Clearance 3'

Alternative 2B Profile
Minimum Vertical Clearance 7'

Replacement Alternatives 2A & 2B

SR 934 / NE 79 ST PD&E STUDY | FDOT



Alt 2A



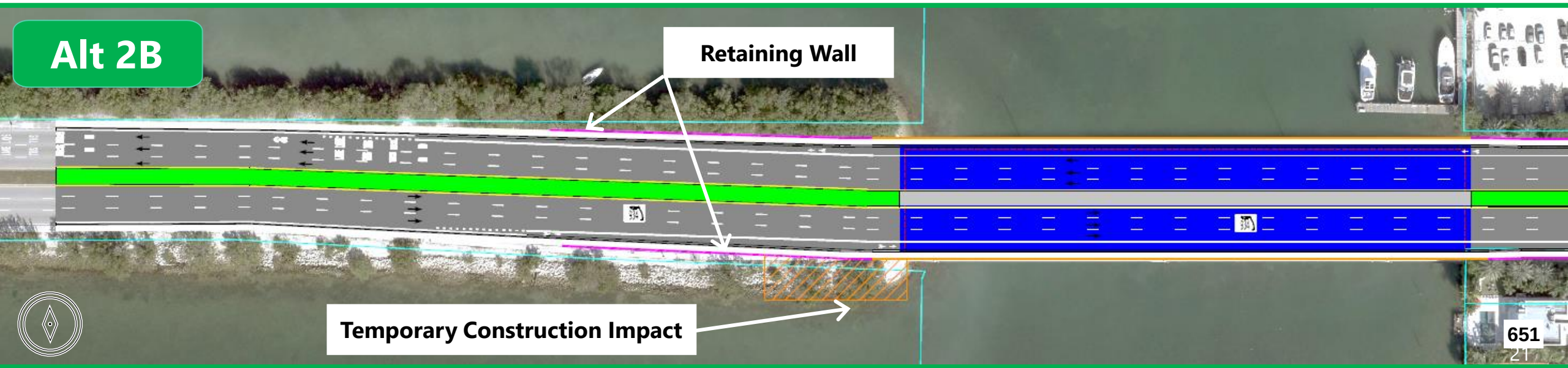
Alt 2B

Replacement Alternatives 2A & 2B

SR 934 / NE 79 ST
PD&E STUDY

FDOT





Replacement Alternatives 2A & 2B

SR 934 / NE 79 ST
PD&E STUDY

FDOT

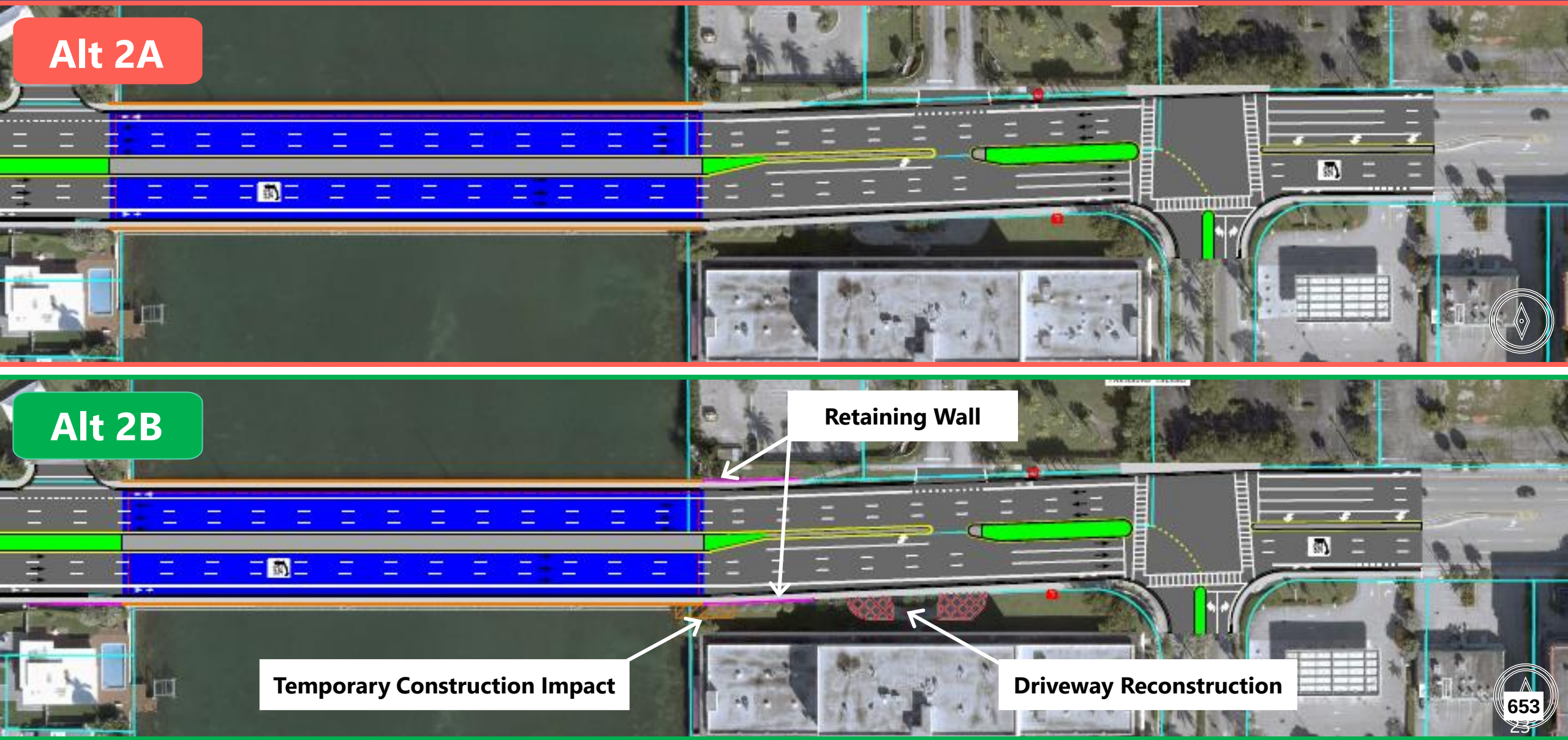




Replacement Alternatives 2A & 2B

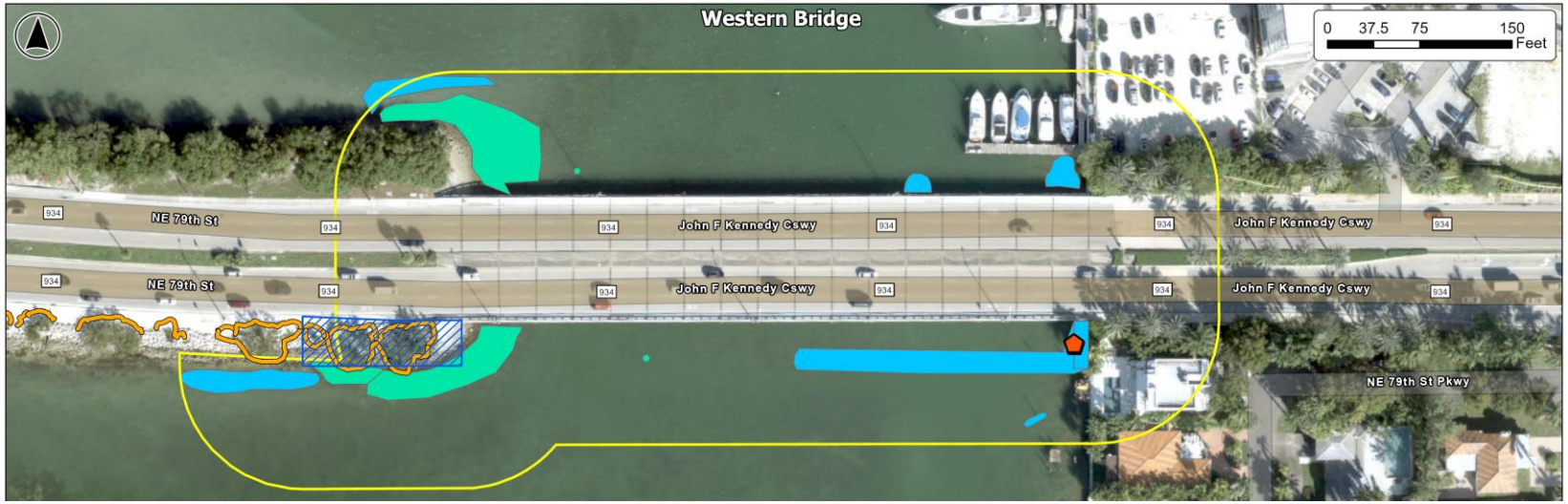
SR 934 / NE 79 ST
PD&E STUDY

FDOT

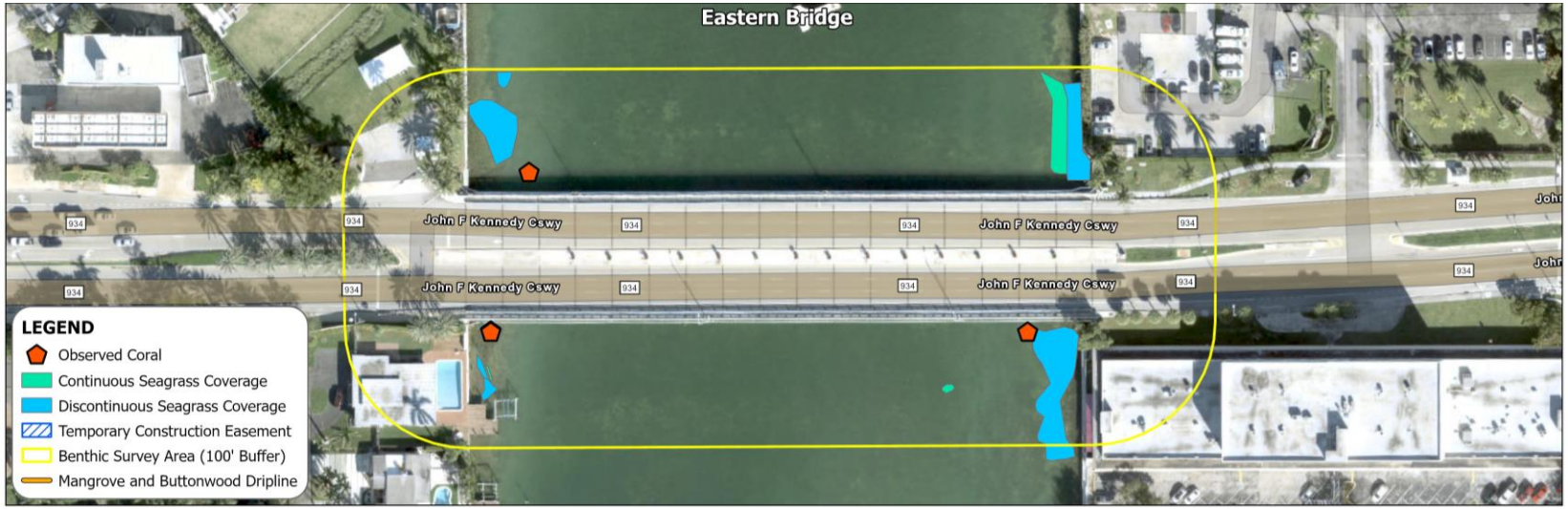


Environmental Analysis

Bridges West of Harbor Island



Bridges East of Harbor Island



Potential Environmental Impacts

No Impact Anticipated:

- Noise
- Air Quality
- Contamination
- Archaeological Sites
- Historic Properties
- Community Resources

Minimal Impact:

- Wetlands
- Wildlife and Habitat
- Recreation and Section 4(f) Resources
- Utilities

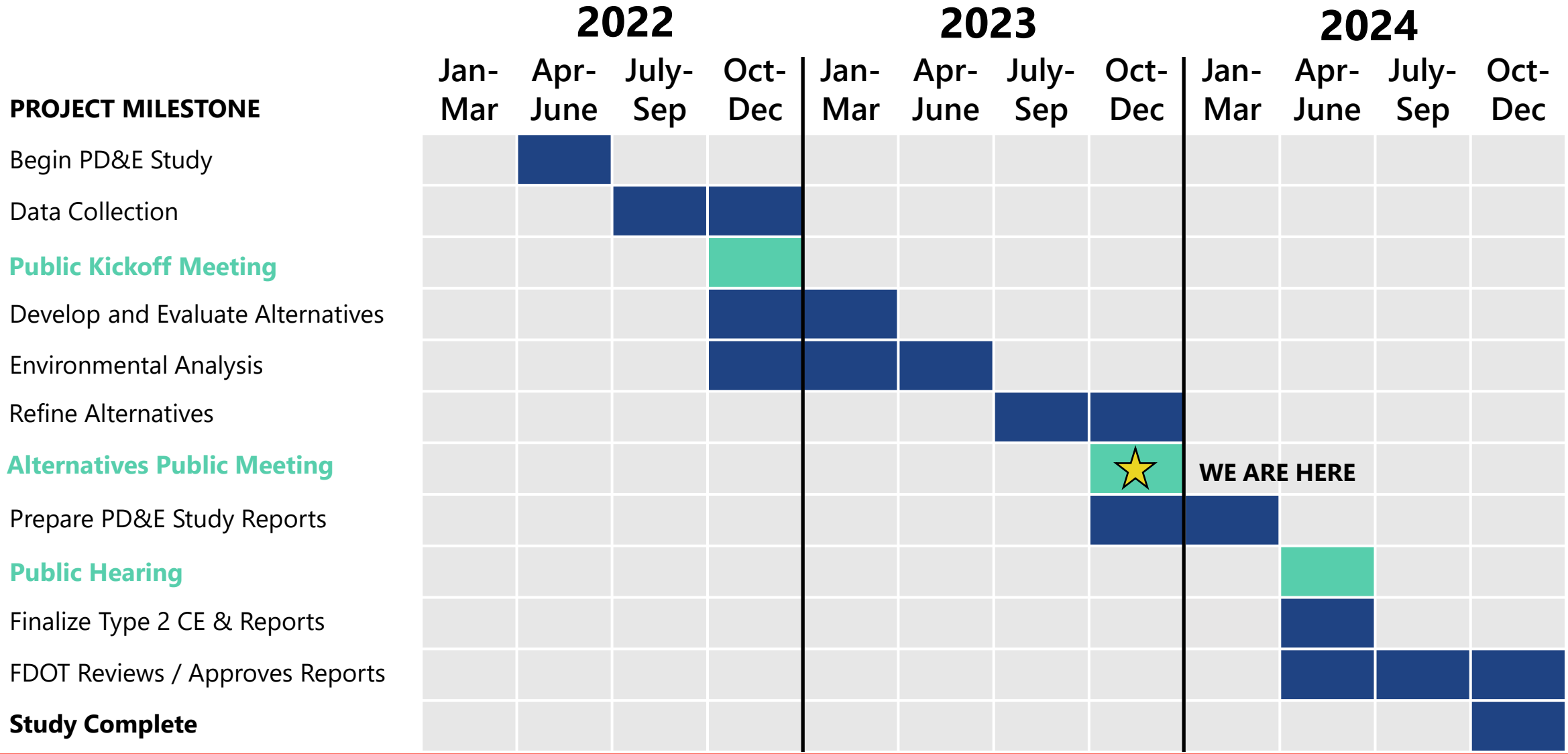
Next Steps

- Finalize analysis
- Continue coordination with state and federal permitting agencies
- Propose mitigation (if necessary)

Alternatives Comparison

Evaluation Criteria	No-Build Alternative	Bridge Replacement Alternatives	
		Alternative 2A (Low-Bridge Profile)	Alternative 2B (Raised Bridge Profile)
Meets FDOT Standards for Roadway and Bridge	No	No	Yes
Estimated Service Life	5-10 years	75 years	75 years
Increase in Bridge Vertical Clearance	No	No	Yes
Meets Sea Level Rise Requirements	No	No	Yes
Driveway / Access Reconstruction (number)	0	0	5
Retaining Wall Required (length in feet)	0	0	1,325
Estimated Construction Cost ($ million)	$0	$40M - $50M	$50M - $60M
Potential Section 4(f) Impacts	None	Temporary construction phase impacts to Pelican Harbor Park	
Wetland Impacts	None	Minimal impacts (0.056 acres) to mangrove/buttonwood	

Schedule



**Schedule is Subject to Change*

Public Engagement Snapshot

Meetings Conducted

AGENCY / ORGANIZATION	DATE
North Bay Village Commission Meetings	October 2022
Public Kickoff Meeting	November 29, 2022
Project Advisory Team Meeting	April 20, 2023
Miami-Dade Transportation Planning Organization (TPO) Citizens' Transportation Advisory Committee	May 31, 2023
TPO Transportation Planning Council	June 12, 2023
TPO Bicycle Pedestrian Advisory Committee	June 13, 2023
North Bay Village Beautification Meeting	July 20, 2023
TPO Transportation Aesthetics Review Committee	September 20, 2023
Alternatives Public Meeting - Virtual	**October 2, 2023**
Alternatives Public Meeting – In Person	**October 5, 2023**

Public Engagement – Stay Informed

SR 934 / NE 79 ST PD&E STUDY | FDOT



Public Meetings

- Alternatives Public Meeting
- Project Advisory Team Meetings
- Agency/Stakeholder Meetings



Informing the Public

- Press Release
- Public Notices
- Newsletters
- Mailings



Public Hearing

- Formal Presentation
- Comments by the Public



Website

https://www.fdotmiamidade.com/79thstreetbridgespdestudy

Contact Information

Paola Martinez, P.E.

FDOT Project Manager

FDOT District 6

1000 NW 111 Avenue

Miami, FL 33172

Phone: (305) 470-5210

Email: paola.martinez@dot.state.fl.us

Steve Schnell, AICP

Consultant Project Manager

HDR, Inc.

8333 NW 53rd St, Suite 302

Doral, FL 33166

Phone: (904) 598-8964

Email: steve.schnell@hdrinc.com

Public Comments

Virtual Attendees

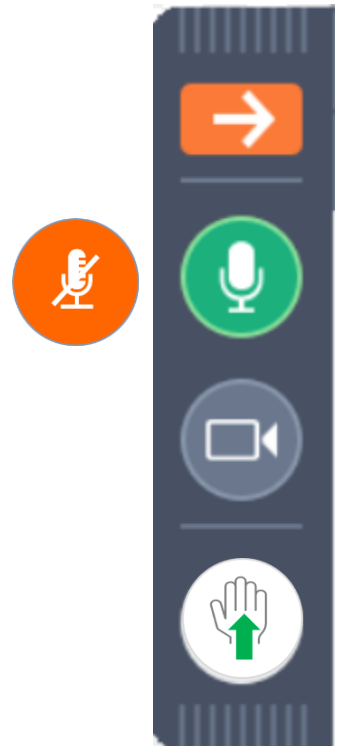
1. Type in the **Question box** on the Control Panel
2. Select the **Raise Hand** button on the control panel
   - Unmute your microphone when your name is called

Dial-in

Dial-in Attendees are in "**listen only**" mode.

If you are calling via a smart phone, you will be able to raise your hand to provide comments at the end of the presentation.

On upper left of GoToWebinar Control Panel



LET'S GET EVERYONE HOME SAFELY.

TargetZeroFL.com

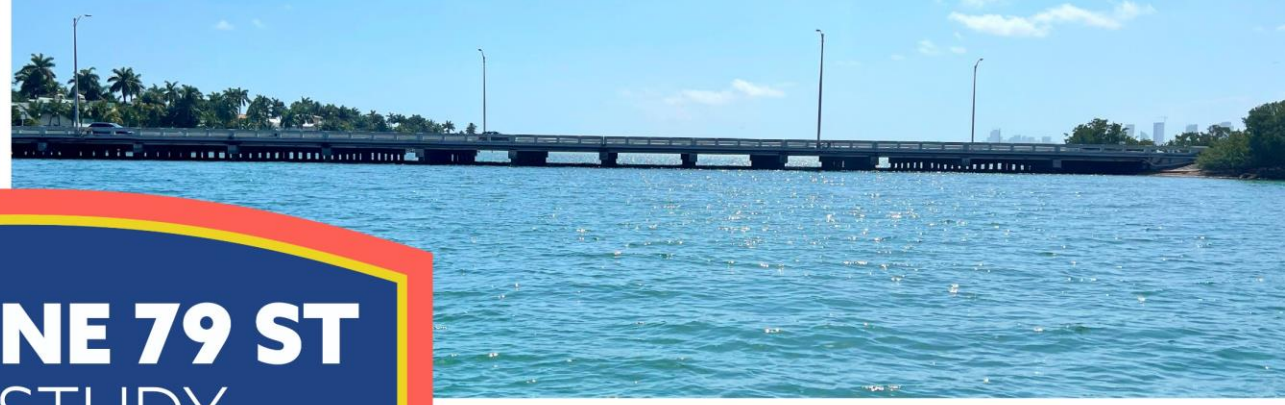




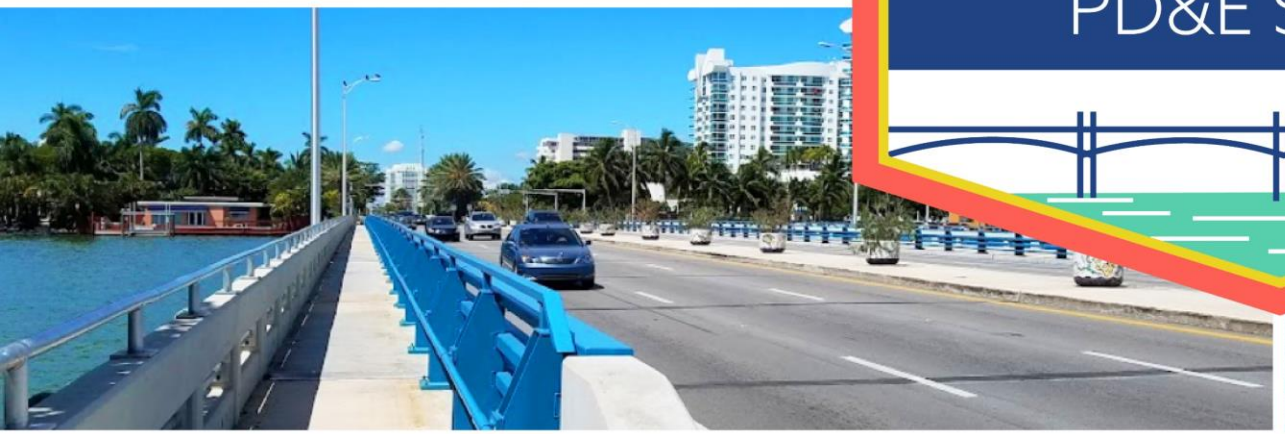
Together, we can drive change.

Thank you for attending!





SR 934 / NE 79 ST
PD&E STUDY





Project Scheduling (PSM) for Project 449007-1 (SR 934/NE 79 ST FROM W OF PELICAN HARBOR DR TO E OF ADVENTURE AVE)

Activity	Description	Person Responsible	Start Date (A is Actual)	Finish Date (A is Actual)	Remaining Days	Total Float
905010300	PE BEGIN (PD&E)	Orozco,Pablo	11/1/2021	11/1/2021	1	-25
705010000	PD&E ADVERTISEMENT	Kong,Daniel	2/14/2022	2/14/2022	1	
239010000	PD&E CONSULTANT CONTRACT EXECUTED	Kong,Daniel	6/20/2022	6/20/2022	1	
980013300	DRAFT MLOU SUBMITTAL	Orozco,Pablo	6/24/2022	6/24/2022		
980010000	PD&E NOTICE TO PROCEED	Orozco,Pablo	7/6/2022	7/6/2022		
900010300	PUBLIC KICK-OFF MEETING	Orozco,Pablo	7/13/2022	7/13/2022		528
980010400	MLOU COMMENTS DUE	Orozco,Pablo	7/15/2022	7/15/2022		167
135010000	EMO STUDY	Orozco,Pablo	7/22/2022	7/15/2024	500	
980010500	FINAL MLOU SUBMITTAL	Orozco,Pablo	8/4/2022	8/4/2022		167
980010600	PROJECT TRAFFIC FORECAST MEMORANDUM (PTFM) SUBMITTAL	Orozco,Pablo	10/20/2022	10/20/2022	1	167
980010700	PROJECT TRAFFIC FORECAST MEMORANDUM (PTFM) COMMENTS DUE	Orozco,Pablo	11/9/2022	11/9/2022	1	167
980011000	CONCEPT PLANS SUBMITTAL	Orozco,Pablo	12/9/2022	12/9/2022	1	167
711010000	PD&E ALTERNATIVE PUBLIC WORKSHOP	Orozco,Pablo	1/3/2023	1/3/2023	1	167
339010000	VALUE ENGINEERING	Orozco,Pablo	1/4/2023	1/4/2023		408
980011100	CONCEPT PLANS COMMENTS DUE	Orozco,Pablo	1/9/2023	1/9/2023	1	404
980010200	REVIEW FEEDBACK/MATERIALS FROM WORKSHOP	Orozco,Pablo	1/11/2023	1/11/2023		403
980013400	DRAFT NRE AND CONTAMINATION REPORT SUBMITTAL	Orozco,Pablo	1/23/2023	1/23/2023	1	167
980010900	DRAFT NRE AND CONTAMINATION REPORT COMMENTS DUE	Orozco,Pablo	2/10/2023	2/10/2023	1	167
980011200	DRAFT NOISE,SCE,& AIR ENV. REPORTS SUBMITTAL	Orozco,Pablo	2/16/2023	2/16/2023	1	167
980011300	DRAFT NOISE,SCE,& AIR ENV. REPORTS COMMENTS DUE	Orozco,Pablo	3/9/2023	3/9/2023	1	167
904010000	TYPICAL SECTION PACKAGE SUBMITTAL	Orozco,Pablo	4/10/2023	4/10/2023	1	167
980011400	DESIGN EXCEPTION AND VARIATION PACKAGES SUBMITTAL	Orozco,Pablo	4/10/2023	4/10/2023	1	191
276010000	DRAFT PER AND SUPPORTING DOCS SUBMITTAL	Orozco,Pablo	5/15/2023	5/15/2023	1	167
980011800	DRAFT CAT X & FINAL ENV. SUPPORTING REPORTS SUBMITTAL	Orozco,Pablo	5/15/2023	5/15/2023	1	295
980011700	DRAFT TATM,SIMR,AND SAFETY STUDY SUBMITTAL	Orozco,Pablo	5/15/2023	5/15/2023	1	295
976010000	DRAFT PER/ENVIRONMENTAL DOCS	Orozco,Pablo	5/23/2023	5/23/2023		310
980011900	DRAFT PER AND SUPPORTING DOCS COMMENTS DUE	Orozco,Pablo	6/13/2023	6/13/2023	1	295
980012100	DRAFT CAT X & FINAL ENV. SUPPORTING REPORTS COMMENTS DUE	Orozco,Pablo	6/13/2023	6/13/2023	1	295
980012000	DRAFT TATM,SIMR,AND SAFETY STUDY COMMENTS DUE	Orozco,Pablo	6/13/2023	6/13/2023	1	295
260001000	TYPICAL SECTION PACKAGE APPROVED	Orozco,Pablo	7/11/2023	7/11/2023	1	236
951010000	NOTICE OF AVAILABILITY	Orozco,Pablo	7/26/2023	7/26/2023		236
980012300	SECOND DRAFT PER AND SUPPORTING DOCS SUBMITTAL	Orozco,Pablo	8/8/2023	8/8/2023	1	167

980012400	SECOND DRAFT ENVIRONMENTAL REPORTS SUBMITTAL	Orozco,Pablo	8/8/2023	8/8/2023	1	167
980012500	SECOND DRAFT PER AND SUPPORTING DOCS COMMENTS DUE	Orozco,Pablo	9/6/2023	9/6/2023	1	191
262010100	CONDUCT PUBLIC HEARING	Orozco,Pablo	9/7/2023	9/7/2023		236
980012600	SECOND DRAFT ENVIRONMENTAL REPORTS SUBMITTAL (SWEPT AND OEM)	Orozco,Pablo	9/26/2023	9/26/2023	1	167
262010000	PUBLIC HEARING	Orozco,Pablo	10/11/2023	10/11/2023	1	167
980012700	FINAL TRAFFIC REPORTS SUBMITTAL	Orozco,Pablo	10/25/2023	10/25/2023	1	167
980012800	FINAL PER AND SUPPORTING DOCS SUBMITTAL	Orozco,Pablo	10/25/2023	10/25/2023	1	167
980012900	SECOND DRAFT ENVIRONMENTAL REPORTS COMMENTS DUE	Orozco,Pablo	10/27/2023	10/27/2023	1	167
980013000	FINAL ENVIRONMENTAL REPORTS SUBMITTAL (D6)	Orozco,Pablo	11/30/2023	11/30/2023	1	167
980013100	FINAL ENVIRONMENTAL REPORTS SUBMITTAL (OEM)	Orozco,Pablo	12/14/2023	12/14/2023	1	167
980012200	APPROVAL OF DE AND DV	Orozco,Pablo	12/15/2023	12/15/2023	1	167
263010000	LOCATION DESIGN CONCEPT ACCEPTANCE (LDCA) APPROVAL	Orozco,Pablo	7/15/2024	7/15/2024	1	20
736010100	LDCA PUBLIC NOTICE	Orozco,Pablo	7/16/2024	7/16/2024	1	20
736010000	PUBLIC NOTICE	Orozco,Pablo	8/13/2024	8/13/2024	1	

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Consideration and Appointment to Fulfill a Vacancy to the Sustainability & Resilience Task Force - ***Village Clerk Alba L. Chang, CMC***

RECOMMENDATION

Consider the appointment of David Doebler to the Sustainability and Resilience Task Force.

BACKGROUND AND ANALYSIS

On September 18, 2023, Chair Denise O'Brien of the Sustainability & Resiliency Task Force resigned from the advisory board, resulting in a vacant position on the Task Force.

Following the Village's advertising, the Village received one application from a North Bay Village resident. Attached hereto is an advisory board application submitted by David Doebler.

Pursuant to §32.15 of the Village Code, the members of each advisory board shall be individually appointed by a majority vote of the Village Commission at a regular Commission meeting. Commissioners may nominate individuals and/or may entertain applications submitted to the Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

David Doebler Application.pdf

North Bay Village
ADVISORY BOARD APPLICATION FORM

Residents of North Bay Village are welcome to apply at any time, however applications are only considered when there is a vacancy on a board. Please be advised that all submitted board and committee applications are a public record and therefore subject to the disclosure of chapter 119 of the Florida statues.

Please note that a resume and/or cover letter must be submitted with your application.

Please return signed and completed application from to:

North Bay Village
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | Attn: Village Clerk's Office
Email: Villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 9/20/2023 NAME David Doebler

MAILING ADDRESS 8000 West Drive, Apt 116 ZIP 33141

EMAIL dave.doebler@gmail.com PHONE 954-415-7434

HOW DID YOUR HEAR ABOUT US? WEBSITE ____ FACEBOOK ____ OTHER Commissioner Streitfeld

ARE YOU ARE A VILLAGE RESIDENT: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 0

VERIFICATION OF RESIDENCY:
(The following are required with application)

Driver's License *(Required)*: ☐ Voter's Registration Card *(Required)*: ☐

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☑ TREASURE ISLAND ☐ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ☐ NO ☑

ARE YOU A BUSINESS OWNER: YES ☐ NO ☑ IF YES, HOW MANY YEARS? 9

NAME OF BUSINESS: VolunteerCleanup.Org (Non-profit)

ADDRESS OF BUSINESS: 8000 West Drive, #116, North Bay Village, FL 33141

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ☐ NO ☑

IF SO, WHICH BOARD: City of Miami Beach Sustainability Cmte, Waterfront Protection Authority and County Watershed Management Advisory Board

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL CONTROL ADVISORY BOARD	☐	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	☐
RESIDENT SERVICES ADVISORY BOARD	☐	**PLANNING AND ZONING BOARD**	☐
FINANCIAL ADVISORY BOARD	☐	**SUSTAINABILITY & RESILIENCE TASK FORCE**	☑

(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):

While I am just moving to North Bay Village (officially on 10/1/23), I have been active in Biscayne Bay and Sustainability issues for 13 years.

As a Miami native and environmental activist, I am a strong advocate for reasonable solutions to real problems and see strong social and economic opportunities within environmental protection. I have been working on marine debris issues in Biscayne Bay and Miami Beach since 2009 and have led numerous action-oriented campaigns to address the problem at the source. I believe that we can implement logical and fiscally responsible strategies to create a more sustainable city for residents, visitors, and the business community to enjoy.

I currently serve on:

- Miami Dade County Biscayne Bay Watershed Management Advisory Board
- Miami Dade County Marine Debris Working Group, NOAA Marine Debris Working Group and EPA Marine Debris Working Group
- Vice Chair, City of Miami Beach Marine & Waterfront Protection Authority
- Former Chair, City of Miami Beach Sustainability Committee (4 of my 8 years of service)
- Chair, Biscayne Bay Marine Health Coaltion

APPLICANT'S SIGNATURE: David Doebler Digitally signed by David Doebler Date: 2023.09.20 14:12:28 -04'00' **DATE:** 9/20/2023

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.

ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

DATE: October 16, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Brent Latham

SUBJECT: **A Resolution Approving An Amended and Restated Joint Use Agreement with Miami Dade County Public Schools (MDCPS) for the Use and Development of Certain Portions of the Treasure Island Elementary School (TIES) Campus - *Sponsored by Mayor Brent Latham***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED JOINT USE AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA FOR THE USE AND DEVELOPMENT OF CERTAIN PORTIONS OF THE TREASURE ISLAND ELEMENTARY SCHOOL CAMPUS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the Amended and Restated Joint Use Agreement allowing for more robust development and operational activities at TIES, including the participation of outside partners.

BACKGROUND AND ANALYSIS

In 2016, the Board of the Miami-Dade County Public Schools District ("Board") authorized the Superintendent to finalize negotiations and execute a Joint Use Agreement ("JUA") with North Bay Village ("Village") in the interest of providing recreational programs, activities and facilities for the use and benefit of both students at Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, Florida, ("TIES") and residents of the Village, with the Village to fund certain improvements for the Village to operate its recreational activities. This made the TIES basketball court available to the public 6-9 pm on weekdays and 8 am-9 pm on weekends.

In 2020, during the COVID-19 pandemic, the JUA was amended to allow public access to the perimeter of the school, including the tennis courts, the rear playfield, the rear parking lot on Jewel Avenue, and a path area along Galleon Street. The Village was to invest on its own to refurbish said areas exclusively at TIES. (This JUA is included as "2020 MDCPS-NBV JUA.")

On November 16, 2022, the Board authorized the Superintendent to enter into discussions with the Village to explore a possible collaboration between the Village and the Board for the development and operation of a Soccer/Community Center Complex, to be constructed partly on Village property and on the adjacent campus of TIES, with a recommendation to be brought to the Board as details of such a collaboration developed.

The Soccer/Community Center Complex originated from an unsolicited proposal received by the Village on October 11, 2021, from Asociacion De Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), to develop certain property, and that the Village subsequently issued a Request For Proposals ("RFP") for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only party to respond to the RFP. Under the proposed project, the Village and AFA have agreed that AFA will pay for and manage the development and construction of a community center to be constructed on Village property, and five (5) soccer fields to be built on the TIES campus.

On June 21, 2023, the Board approved Agenda Item F-5, authorizing the Superintendent to finalize due diligence with the Village and negotiations of final agreement(s) formalizing the collaboration between the Village and the Board for the development and operation of a soccer complex at TIES. Since that Board meeting, an appraisal was completed, a community meeting was held by the Village to gather input, and an amended JUA was negotiated.

The Deputy Superintendent, Office of School Leadership & Performance and the Chief Facilities Design & Construction Officer recommend entering into an amended JUA (included as "2023 Proposed MDCPS-NBV JUA") with the Village for the joint recreational use of the fields, under substantially the following terms:

- a term of thirty (30) years, unless terminated sooner as provided in the Agreement;
- Village, in partnership with AFA, shall fund the improvements;
- Village, with AFA funds, funds repainting of TIES school buildings;
- Village funds one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;
- Base License Fee: The Village will pay the Board a base license fee of $50,000-$75,000 for Year 3, $75,000-$80,000 for Years 4-10, and $80,000-$90,000 for Years 11-30 of the Agreement. The Village will pay the Board an additional annual payment of $5,000 for

Years 11-26 (based on a deferred payment schedule of $75,000 for Year 2);

- Revenue Share: In addition to the Base License Fee, the Village shall pay the Board a portion of the gross revenue on a biannual basis earned under the Agreement; 9% Gross Revenues + 50% of the Village's negotiated revenues with AFA;
- Programmatic Considerations: AFA will enhance the TIES after-school program with soccer programming;
- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;
- The Board agrees to dedicate 10% of the revenue it receives directly to TIES for ongoing capital improvements or educational programming; 65% of the funds are to go to District-wide athletic programs and services, and the remaining 25% of the funds are to go to District-wide needs as determined by the Superintendent.
- The Board has a right to audit or examine the Village records pertaining to this Agreement;
- The Board shall be an express third-party beneficiary of the AFA Agreements, and shall be named as a dual oblige on any bonds delivered by AFA with respect to any work at TIES;
- The Board shall have the right to approve the project engineers, architects and general contractors used for the project;
- The Village will make such recreational improvements at TIES, to provide for the joint use by the Parties and AFA of certain recreational facilities at TIES, and provide for the sharing of revenue between the Parties as consideration for the use of the recreational facilities by AFA pursuant to the Management Agreement, all under the terms and conditions set forth;
- The Village and AFA have no rights to amend, modify, replace, terminate, pledge, assign or transfer any rights or interest under the AFA agreements without the prior written consent of the Board;
- AFA may subcontract to third parties to carry out its construction, maintenance and programming, subject to Board approval and in compliance with the terms of the Agreement.
- The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements;
- The District shall have full control, custody, right and use of the Licensed Area during regular school hours on regular school days, during any school-operated After-Care Program and during summer school, as established annually through the Board's approved Elementary School Calendar, or by the School;
- The Village shall have full control, custody, right and use of the Licensed Area on weekdays beginning at 5:30 p.m. (setup available at 5:00 p.m.) and ending at 11:00 p.m., and on weekends and Board Holidays from 8:00 a.m. (setup available at 7:30 a.m.) to 11:00 p.m. (the "Village's Period of Use"). AFA shall only be permitted to use the Licensed Area during the Village's Period of Use;
- The Village, at the Village's expense, shall be responsible for all maintenance, repair and upkeep of the Licensed Area. The District shall be responsible for mowing the lawns, and picking up any litter that it may have caused during the school day;
- The Village will be responsible for securing police protection during their use of the Licensed Area, the School Board Police Department shall have first right of refusal for these services;
- The Village will indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, for any liability arising out of taxation or tax liability associated with the Village or AFA's use, operation or maintenance under this

Agreement;

- The Village will indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, for any liability arising out of any claim, lawsuit or action arising out of the authority of the Village to enter into this agreement with the Board, with AFA, or any related entity under this Agreement;
- The Village and the Board shall otherwise indemnify and hold the other harmless, to the extent of the limitations included within Florida Statutes, Section 768.28;
- The Board may cancel the Agreement in the event of default by the Village, which default is not cured within the applicable timeframes, or in the event of damage or destruction caused by the Village; in addition at any time following the date which is seven (7) years following the Effective Date, the Board shall have the right to cancel the Agreement with six (6) months advance written notice to the VILLAGE, the Village will retain the right to utilize the walking path for a period of at least fifteen (15) years.
- The Board will assign a project manager and will be involved in any design meetings. Final construction plans will be submitted to the Board's project manager;
- The Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with the construction of the Village Improvements, or changing periods or schedules of use.

The Village intends to enter into separate agreements with ("AFA Agreements"), in accordance with the terms of this amended JUA, for the construction, operation, and management of recreational improvements at TIES as well as for the construction and operation of amenities on the Village's Galleon Street property. The proposed JUA with the Board is now negotiated, AFA has items that it would like to propose or revisit with the Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Joint Use Agreement with MDCPS.DOCX
2020 MDCPS-NBV JUA.pdf
2023 Proposed MDCPS-NBV JUA.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED JOINT USE AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA FOR THE USE AND DEVELOPMENT OF CERTAIN PORTIONS OF THE TREASURE ISLAND ELEMENTARY SCHOOL CAMPUS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") and the School Board of Miami-Dade County, Florida (the "Board") are mutually interested in and concerned with providing and making available recreational programs, activities, and facilities for the use and benefit of the students of Miami-Dade County Public Schools (the "District") and Village residents; and

WHEREAS, the Board owns and has under its jurisdiction certain real property known as Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, FL ("School"); and

WHEREAS, the Village and the Board entered into that certain Joint Use Agreement, dated July 20, 2020 (the "Existing JUA"), with respect to certain recreational improvements at the School and the joint use by the Parties of certain recreational facilities at the School; and

WHEREAS, the Village has approached the Board with a request to make a number of recreational improvements at the School and to jointly use certain recreational facilities at the School; and

WHEREAS, the Village and the Board desire to amend and restate the Existing JUA in its entirety by entering into the Amended and Restated Joint Use Agreement attached hereto as Exhibit "A" (the "Amended JUA") to allow the Village to make such recreational improvements at the School to provide for the joint use by the Parties and Asociacion de Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA") of certain recreational facilities at the School; and to provide for the sharing of revenue between the Parties as consideration for the use of the recreational facilities by AFA

pursuant to the Management Agreement, all under the terms and conditions set forth in the Amended JUA; and

WHEREAS, the Village Commission desires to approve and authorize the Village Manager to execute the Amended JUA, 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 Amended JUA in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Amended JUA in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. Implementation. The Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution and the 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 16th day of October, 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

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT ("**Agreement**"), made and entered into this 20 day of July, 2020, between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and **NORTH BAY VILLAGE**, a municipal corporation of the State of Florida (the "**VILLAGE**"). The BOARD and VILLAGE are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD and VILLAGE are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of the students of Miami-Dade County Public Schools (the "**District**") and residents of the VILLAGE; and

WHEREAS, the BOARD owns and has under its jurisdiction certain real property known as Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, FL ("**School**"); and

WHEREAS, the VILLAGE has approached the BOARD with a request to make a number of recreational improvements at the School, at the VILLAGE's sole cost and expense, and to jointly use certain recreational facilities at the School; and

WHEREAS, the Parties are desirous of entering into this Agreement to allow the VILLAGE to make such recreational improvements at the School and provide for the joint use by the Parties of certain recreational facilities at the School, under the terms and conditions set forth below; and

WHEREAS, the BOARD and VILLAGE entered into that Joint Use Agreement, dated June 16, 2016 (the "**Existing JUA**"), for the joint use of the basketball courts at the School;

WHEREAS, the VILLAGE's use of the School basketball courts will be included as part of the premises to be jointly used by the Parties under this Agreement, and the Existing JUA between the BOARD and VILLAGE shall terminate effective with the Commencement Date (as hereinafter defined) of this Agreement; and

WHEREAS, The School Board of Miami-Dade County, Florida, at its meeting of July 15, 2020, School Board Agenda item F-1, Board Action # 120,748 approved entering into this Agreem

ent; and

WHEREAS, North Bay Village, by the adoption of Resolution No. 2020-045, at its meeting of May 12, 2020, approved this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and VILLAGE agree as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

PREMISES TO BE JOINTLY USED

Effective with the Commencement Date of this Agreement (as defined in Article III below), the Parties agree to jointly use the School playfield area, tennis courts, basketball courts, and the parking lot located on the southwest portion of the School, as well as the fitness trail to be constructed by the VILLAGE on the perimeter of the School and other open areas, all as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (collectively the "**DEMISED AREA**"), together with all improvements currently located or to be constructed thereon.

III.

TERM

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the "**Effective Date**"). Effective with the Effective Date, the VILLAGE shall have access to the DEMISED AREA, with full right of ingress thereto and egress therefrom, for the specific and limited purpose of constructing the Fence Work (as hereinafter defined), as described in Article VI of this Agreement. The initial term of this Agreement shall be for a period of twenty (20) years, commencing upon the latter date of issuance of a Certificate of Occupancy, Certificate of Completion, or equivalent ("**CO**") by the BOARD'S Building department for the Fence Work, which document shall be attached hereto and made a part hereof as **Exhibit "B"** (hereinafter referred to as the "**Commencement Date**"). The Parties acknowledge and agree that the initial term of the Agreement may be extended for three (3) additional terms of five (5) years each, at the mutual agreement of the Parties, as further outlined in Article XIV of this Agreement.

The Parties agree that the Existing JUA between the BOARD and VILLAGE shall terminate effective with the Commencement Date of this Agreement, by operation of law, and shall no longer be in force and effect.

IV.

CONSIDERATION

The VILLAGE shall pay to the BOARD as consideration for use and occupancy of the DEMISED AREA throughout the term of this Agreement, and any renewal thereof, the sum of one dollar ($1.00) per year in advance, beginning on the Commencement Date, and on the anniversary date of the Commencement Date each year thereafter.

V.

USE OF DEMISED AREA

The DEMISED AREA as identified in Exhibit "A" shall be used by the VILLAGE only for the operation of recreational programs sponsored, organized and supervised by the VILLAGE, and by the BOARD for the School's recreational and educational programs, and for no other purposes. The VILLAGE covenants and agrees to accept the DEMISED AREA in its "as-is", "where-is" condition and basis with all faults as of the Effective Date of this Agreement, subject to all easements, covenants or other encumbrances of record. The BOARD makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the DEMISED AREA for the VILLAGE's operations or any specific use. The VILLAGE, by executing this Agreement, agrees and acknowledges that the BOARD has made no representations whatsoever regarding the DEMISED AREA, including with respect to its environmental condition. The VILLAGE represents that it is relying and will continue to rely solely on its own investigations of the DEMISED AREA in its decision to occupy or use it, and the VILLAGE further acknowledges and agrees that the BOARD shall not indemnify the VILLAGE in any way with respect to the condition of the DEMISED AREA. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

Effective with the Commencement Date, the BOARD shall have full control, custody, right and use of the DEMISED AREA during regular school hours (as determined by the School Administrator) on regular school days during the BOARD's academic school year. In addition, the BOARD, at its sole option, shall have use of the DEMISED AREA, or portions thereof, after regular school hours as may be required for, but not limited to, practices and home games, intramural sports, summer school, special events and functions, extracurricular activities/athletics and after

school programs, during which time the BOARD shall have full control, custody, right and use of the DEMISED AREA (the "**BOARD's Period of Use**"). Effective with the Commencement Date, the VILLAGE shall have full control, custody, right and use of the DEMISED AREA on weekdays beginning at 6:00 p.m. and ending at 9:00 p.m., and on weekends and BOARD Holidays from 8:00 a.m. to 9:00 p.m. (the "**VILLAGE's Period of Use**").

Notwithstanding the above, the School Administrator, or designee, and the VILLAGE's Park Director, or designee, shall meet prior to the start of each regular school year, as established through the BOARD'S approved school calendar ("**School Calendar**"), or as soon thereafter as possible, to review the schedule for use of the DEMISED AREA by the Parties for the upcoming school year. Such schedule of use and the exact areas of use may be modified from time to time throughout the school year by mutual agreement of the Parties, or their authorized designees.

In addition to the above, should either Party require use of the DEMISED AREA for a special event or function or any other reason during the other Party's Period of Use, such Party shall request said use, in writing, through the other Party's designated representative, with a minimum of ninety-six (96) hours advance notice. Approval of said requests shall not be unreasonably withheld, provided such use does not conflict with the other Party's operations or previous obligations.

The VILLAGE, in addition to its own utilization of the DEMISED AREA, shall have the option of contracting with not-for-profit parties to use the DEMISED AREA or portions thereof to provide VILLAGE-sponsored recreational services and programs to the general public during the VILLAGE's Period of Use, subject to approval by the BOARD or designee. In that event, the VILLAGE shall submit a written request to the BOARD a minimum of fifteen (15) calendar days prior to such proposed use, with the name of the not-for-profit party, the proposed programs to be conducted by the non-for-profit party, and the proposed period and areas of use of the DEMISED AREA, for review by the North Region Office and School Administrator. In the event such request is approved in writing by the North Region Office and School Administrator, the VILLAGE shall be responsible during such use for all maintenance, clean-up, risk management, security and supervision of the DEMISED AREA and other terms and conditions set forth in this Agreement, the same as if the VILLAGE itself were utilizing the DEMISED AREA. Further, the VILLAGE shall require such entities or groups to provide liability insurance and other required insurance coverage as determined by the BOARD, naming both the VILLAGE and the BOARD as additional insureds, in accordance with the rules and regulations established from time to time by the BOARD for use of the DEMISED AREA. As a precondition to use of the DEMISED

AREA by such an entity, the VILLAGE shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the BOARD.

Use of the DEMISED AREA by for-profit parties or entities under this Agreement shall be prohibited, without the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion, and which will require compliance with all applicable laws, including, without limitation, BOARD Policy.

The use of the DEMISED AREA by the VILLAGE for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, including BOARD Policies, the VILLAGE, State, or Federal government upon the DEMISED AREA.

The sale or consumption of alcoholic beverages at any time within the DEMISED AREA or School is expressly prohibited at all times. Violation of this provision shall be deemed a material breach of this Agreement, and the BOARD may, in its sole discretion, cancel this Agreement.

The VILLAGE shall be responsible for securing and locking all perimeter and parking lot gates at the completion of the VILLAGE's daily Period of Use. The VILLAGE agrees that the DEMISED AREA shall not be used for storage of construction or maintenance materials, or for the storage or long-term parking of vehicles. In addition, the VILLAGE shall ensure that there are no vehicles remaining on the DEMISED AREA, including the parking lot, at the end of the VILLAGE's daily period of use, and shall remove all such unauthorized vehicles stationed thereon. The VILLAGE shall remove said vehicles using all lawful means, and may post signs to facilitate same, after securing approval from the BOARD or designee.

In addition, the VILLAGE shall comply with all School safety and security criteria, as established by the School Administrator, and provide proper security and supervision in its use of the DEMISED AREA and maintain the DEMISED AREA safe and secure at all times during the VILLAGE's Period of Use. The VILLAGE acknowledges and agrees that the School Administrator shall have overall responsibility for the School site or operational issues impacting the DEMISED AREA and/or School site, including without limitation, building security and safety, and the VILLAGE shall comply with all such requirements and coordinate on an ongoing basis with the School Administrator to assure the safety of students, staff, visitors, invitees and the public at all times. The VILLAGE shall promptly notify the BOARD or its designee of any and all notices or communications received by the VILLAGE from any jurisdictional entity, as well as provide notice

to the BOARD of any incidents that occurred, in relation to any safety issues or law enforcement incidents on the DEMISED AREA or elsewhere on the School site. Thereafter, the VILLAGE shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with the BOARD in implementing any policies or procedures by the VILLAGE required to mitigate any further incidents in this regard. This representation by the VILLAGE shall constitute a material inducement for the BOARD to enter into this Agreement.

The Parties agree that the DEMISED AREA shall be closed from time to time to complete maintenance activities. The Parties agree that the method, scope and scheduling of any such closure shall be determined by the BOARD or designee.

Notwithstanding any other provisions of this Agreement, the VILLAGE acknowledges and agrees that the VILLAGE shall comply with Miami-Dade County Emergency Order 15-20, Miami-Dade County Emergency Order 21-20, as each Order may be subsequently modified or amended, as well as any other local, County, State, School Board or Federal Order currently in place or that may be implemented related to the COVID-19 crisis ("**Emergency Orders**") at all times during the Village's Period of Use of the DEMISED AREA. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, closure of facilities or restrictions on maximum capacity, etc., and the VILLAGE shall provide to the BOARD sufficient documentation acceptable to the BOARD certifying compliance, at the VILLAGE's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the BOARD relating thereto. Enforcement of these procedures is a condition precedent to the VILLAGE's continued use and occupancy of the DEMISED AREA under any Emergency Order or BOARD Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement.

VI.

CONSTRUCTION ACCESS AND IMPROVEMENTS TO THE DEMISED AREA

As set forth in Article III, effective with the Effective Date of this Agreement, the BOARD does hereby grant to the VILLAGE, the right and privilege to access the DEMISED AREA, with full right of ingress thereto and egress therefrom, for the specific and limited purpose of installing new chain link fencing, a minimum of 6 feet in height within the DEMISED AREA, at the VILLAGE's sole cost and expense, as substantially depicted in **Exhibit "C"** attached hereto and made a part hereof, which work shall be a condition precedent to the VILLAGE's occupancy and use of the

DEMISED AREA (the "**Fence Work**"). Subsequent to completion of construction of the Fence Work, which is a condition precedent, the VILLAGE shall also have the right to modify existing improvements within the DEMISED AREA and/or construct new improvements within the DEMISED AREA, all at the VILLAGE's sole cost and expense, as substantially depicted in **Exhibit "C-1"** attached hereto and made a part hereof (the "**Improvements**").. The Fence Work and Improvements as depicted in Exhibit "C" and Exhibit "C-1", along with any future recreational improvements to be constructed by the VILLAGE on the DEMISED AREA are collectively referred to herein as the "**Work**"). The VILLAGE acknowledges and agrees that as part of the VILLAGE's improvements to the playfield as set forth in Exhibit "C-1", the BOARD may, at the Board's sole option, require that the VILLAGE include additional markings in the new turf soccer field to allow for multi-purpose use of such field by the Parties.

The VILLAGE acknowledges and agrees that as a precondition to commencing any portion of the Work, the VILLAGE shall be responsible for payment to the BOARD of the cost to be borne by the BOARD for jurisdictional plan review, permitting, and inspections related to the Work. The VILLAGE shall submit payment to the BOARD for the cost of such plan review, permitting and inspection services prior to commencement by the BOARD's consultant of such services. In addition, the VILLAGE further acknowledges and agrees that as a condition precedent to commencing any portion of the Work within the DEMISED AREA, the VILLAGE shall prepay to the BOARD Eight Percent (8%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the BOARD and VILLAGE for any design and construction activities within the DEMISED AREA. In that capacity, the BOARD shall assist the VILLAGE in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work.

All Work shall be completed by the VILLAGE, at the VILLAGE'S sole cost and expense. Any substantive change to the Work shall be approved by the BOARD. The VILLAGE acknowledges and agrees that the VILLAGE'S occupancy and use of the DEMISED AREA shall not commence until the CO is issued for the Fence Work. The VILLAGE further acknowledges and agrees that the VILLAGE shall not commence use of any of the Improvements to be constructed within the DEMISED AREA until the CO is issued for the Improvements. The VILLAGE agrees that prior to the commencement of construction of any portion of the Work by the VILLAGE or its contractors, including the Fence Work, at the DEMISED AREA, the VILLAGE shall submit plans and specifications, as required by the BOARD, for review and approval in writing by the BOARD, or its designee, which the BOARD may approve or disapprove at its sole authority and discretion. All

Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. Any and all warranties between the VILLAGE and its architect/engineer of record shall flow to the BOARD in the event of errors and omissions. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the VILLAGE shall provide evidence of same to the BOARD prior to commencement of any portion of the Work. If required by the BOARD, at the BOARD'S sole determination, the VILLAGE'S contractors must be pre-qualified by the BOARD, in accordance with District and BOARD Policies before commencing the Work or any construction activities on the DEMISED AREA or any other portion of the School. All Work shall be at the sole cost and expense of the VILLAGE and in compliance with all applicable laws, rules, and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and District design criteria and standards, as the same may be amended from time to time.

The BOARD'S Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the BOARD'S Building department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the VILLAGE upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and the VILLAGE shall have no authority to access any other portions of the School not part of the DEMISED AREA, except as otherwise provided for in this Agreement or as authorized in writing by the BOARD, or its designee, in its sole discretion and on an as-needed basis.

The Work shall conform at all times to the safety criteria established with and approved by the BOARD, or its designee, and shall neither unreasonably disrupt or interfere with the BOARD'S

operations at the School. The VILLAGE and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the School Administrator and assigned District Project Manager to assure the safety of the BOARD'S students, staff, visitors, invitees and the public at all times. In addition, the VILLAGE and its contractors shall work closely with the School Administrator and assigned District Project Manager to assure the Work does not interfere with or disrupt any of the School's or District's educational activities or operations, including, without limitation, School testing. The VILLAGE shall make every reasonable effort to assure that construction related activities to be performed within the DEMISED AREA are conducted during non-School hours, and the VILLAGE'S activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event the VILLAGE requires access to the DEMISED AREA for any other reason, the VILLAGE shall first secure the approval of the School Administrator. In addition, the VILLAGE agrees to minimize noise during construction within the DEMISED AREA to the extent possible and shall work collaboratively with the School Administrator in this regard.

Prior to the commencement of the Work, the VILLAGE shall provide the BOARD, or its designee, with a schedule for the commencement and completion of the Work. If the BOARD, or its designee, requests that the VILLAGE cease any work within the DEMISED AREA due to unreasonable interference or violation of any applicable rules and regulations or the BOARD'S criteria, then the VILLAGE shall immediately discontinue its activities at the DEMISED AREA, and shall proceed only after the BOARD, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized the VILLAGE to continue. In addition, the BOARD, or designee may, at its sole option, require the VILLAGE to cease construction activities during periods of School testing, in which event the VILLAGE shall immediately discontinue its activities at the DEMISED AREA, and shall proceed only after the BOARD, or its designee, has authorized the VILLAGE to continue.

The VILLAGE shall cause each and every of its contractors and subcontractors performing any work within the DEMISED AREA to indemnify, defend and hold harmless the BOARD, its employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, the VILLAGE shall require the VILLAGE'S contractor(s) to provide the BOARD with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability

Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE'S contractors and subcontractors, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the VILLAGE'S contractors and subcontractors, as required by Florida Statutes, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. The VILLAGE'S contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The VILLAGE covenants and agrees that it shall indemnify, hold harmless and defend the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by the VILLAGE within the DEMISED AREA or elsewhere on the School campus. In addition, the VILLAGE shall cause each and every of its contractors and subcontractors performing work at the DEMISED AREA (hereinafter collectively referred to as "**VILLAGE'S Contractors**", and individually as the "**VILLAGE'S Contractor**") to further covenant and agree, at the VILLAGE'S Contractors' own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from, or incidental to the VILLAGE'S Contractors performance under any contract by and between the VILLAGE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, the VILLAGE and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with VILLAGE'S Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between the VILLAGE and/or its assigns and any VILLAGE'S Contractors.

If, as a result of the VILLAGE'S actions in the performance of the Work, or failure to act, portions of the DEMISED AREA or School are damaged, in the sole opinion of the BOARD, then the VILLAGE shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. The VILLAGE shall complete the necessary repairs within thirty (30) days of receipt of written notice from the BOARD. In the event that the VILLAGE is unable to complete the repair work within said thirty (30) day period,

the VILLAGE shall provide the BOARD with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If the VILLAGE fails to complete the repair work within the prescribed time frame, then the BOARD, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at the VILLAGE'S sole cost and expense. The VILLAGE covenants and agrees that it shall reimburse the BOARD for this work within thirty (30) days of receipt from the BOARD of an invoice for same, accompanied by such documentation as may be reasonably required by the VILLAGE to substantiate the nature and completeness of the work. In the alternative, the BOARD may instead place the VILLAGE in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the DEMISED AREA or School site caused by the VILLAGE or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of the BOARD'S students, staff and visitors, and requiring immediate repair, as determined by the BOARD at the BOARD'S sole discretion, the BOARD may, at the BOARD'S sole discretion, complete the necessary repairs, at the VILLAGE'S sole cost and expense.

If required by the BOARD, at the BOARD'S sole determination, prior to the start of any construction activities at the School, and irrespective of the VILLAGE'S estimate of the cost of construction of the Work, the VILLAGE shall provide to the BOARD a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the BOARD. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

The VILLAGE shall not permit any liens to be filed or attached to the DEMISED AREA or School for any reason whatsoever, including, but not limited to, as a result of the Work performed by the VILLAGE pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, the VILLAGE shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of the VILLAGE, and the VILLAGE shall cure said violation(s) within thirty (30) days of receipt thereof, at the VILLAGE'S sole cost and expense. Should the VILLAGE fail to

comply with this requirement, then the BOARD may, by its own effort, cause such lien or other violations to be removed of record and cured. The VILLAGE shall be liable to the BOARD for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the BOARD.

It is expressly understood by the Parties that the VILLAGE shall not commence any of the Work or construction activities within the DEMISED AREA or at or about the School site until the BOARD, or its designee, has received all items stipulated in this Agreement and has notified the VILLAGE, in writing, as to the approved date for the start of Fence Work and/or the ImprovementsAt the completion of any portion of the Work, the VILLAGE shall secure an inspection of the Work from the BOARD'S designee, verifying that the Work on the DEMISED AREA has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the BOARD'S designee attests to the satisfactory completion of the Work. In addition, the VILLAGE agrees that the VILLAGE or the VILLAGE'S Contractors shall restore the DEMISED AREA to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the VILLAGE. The VILLAGE shall provide to the BOARD all as-built drawings, Warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to the BOARD.

Failure of the VILLAGE to complete the Fence Work within ninety (90) days of the Effective Date, or some other period of time as mutually agreed to by the Parties, shall constitute a breach under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement. In addition, the Parties acknowledge and agree that the Improvements will be completed by the VILLAGE in phases, substantially in conformance with the timeframes set forth on **Exhibit "D"** attached hereto and made a part hereof (the "**Phasing Plan**"). Failure of the VILLAGE to complete the Improvements within the timeframes set forth in the Phasing Plan, or some other period of time as mutually agreed to by the Parties, shall constitute a breach under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement. In such event, the VILLAGE covenants and agrees to restore the DEMISED AREA, at the VILLAGE'S sole cost and expense, to the same or better condition existing prior to the Commencement Date of this Agreement.

In addition to the Work to be constructed by the VILLAGE as described in Exhibit C and

Exhibit C-1, in the event the VILLAGE wishes to make any other improvements within the DEMISED AREA or elsewhere on the School site during the term of this Agreement ("**Additional Improvements**"), the VILLAGE shall provide the BOARD with a written request, in accordance with Article XXVII hereof, detailing the proposed improvements to be made, which the BOARD or its designee may approve or disapprove at its sole authority. Any such Additional Improvements shall be at the sole cost and expense of the VILLAGE, and all terms of this Agreement, as it may be amended, relating to the construction and operation of the Work, shall govern the construction and operation of said Additional Improvements. Notwithstanding the foregoing, the VILLAGE acknowledges and agrees that any Additional Improvements to any other portions of the DEMISED AREA may not take place without an amendment to this Agreement in full compliance with Section 1013.15(1), F.S., specifically modifying the description and use of the DEMISED AREA.

All improvements or facilities installed, operated and maintained by the VILLAGE within the DEMISED AREA pursuant to this Agreement shall become the property of the BOARD, without compensation due to the VILLAGE, at such time as the BOARD accepts installation of same as being final and in compliance with all appropriate regulations.

The VILLAGE acknowledges and agrees that the BOARD, at its sole option, may construct recreational or educational facilities on the School site, and maintain equipment related to the construction of any such facilities thereon, at such time as the BOARD determines such a need. The BOARD shall notify the VILLAGE of its intent to construct such facilities.

VII.
MAINTENANCE AND CUSTODIAL SERVICES

The VILLAGE shall be responsible for providing all maintenance, repair and upkeep of the DEMISED AREA, at the VILLAGE's sole cost and expense, including any improvements now located or to be constructed thereon, as is necessary to keep the same in a good, safe and code-compliant condition at all times, with the exception of the School playfield area which shall remain the responsibility of the BOARD. In addition, the VILLAGE, at the VILLAGE's sole cost and expense, shall be responsible for providing all custodial or janitorial services to any improvements now located or to be constructed within the DEMISED AREA, and the BOARD, at the BOARD's sole cost and expense, shall be responsible for providing all custodial or janitorial services to any improvements now located or to be constructed within the School playfield area. All such maintenance and custodial/janitorial services provided by the BOARD shall be in accordance with the BOARD's standards, operating procedures and frequency of service.

Notwithstanding the above or any other provisions of this Agreement, the VILLAGE shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, under any Emergency Order or BOARD Policy relating thereto, during the Village's Period of Use., at the VILLAGE's sole cost and expense. Enforcement of these procedures is a condition precedent to the VILLAGE's continued use and occupancy of the DEMISED AREA under any Emergency Order or BOARD Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement.

Notwithstanding the above, the VILLAGE shall be responsible for pick-up and removal of trash and litter within the DEMISED AREA generated during the VILLAGE's Period of Use. In addition, the BOARD shall be responsible for pick-up and removal of trash and litter within the DEMISED AREA generated during the BOARD'S Period of Use.

VIII.

INSURANCE

The VILLAGE shall, on or before the Commencement Date of this Agreement, and all times during the term of this Agreement, provide the BOARD with confirmation of the VILLAGE'S self-insurance program in a form and substance acceptable to the BOARD or its designee, or, in the alternative, proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, and (3) Workers' Compensation Insurance for all employees of the VILLAGE as required by Florida Statutes. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance. Proof of coverage shall be provided to the BOARD on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the BOARD on or before the Effective Date of this Agreement, and shall remain in full force and effect during the term of this Agreement, and the VILLAGE shall furnish to the BOARD, without demand, evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then

current policy.

IX.

UTILITIES AND OTHER SERVICES

In the event the VILLAGE utilizes or constructs any improvements requiring utility service, as determined by the BOARD, the VILLAGE shall be responsible for installation and payment of any and all such utilities including, but not necessarily limited to electricity, field lighting, parking lot lighting, potable and irrigation water, sewer, storm water, trash and garbage. The VILLAGE shall install separate services and/or meters in its name and shall pay for such services at its sole cost and expense.

In addition, the VILLAGE shall secure all necessary jurisdictional approvals, and assume any and all liability related to the maintenance, repair and replacement of water/sewer facilities located within a utility easement on the DEMISED AREA or School Site that may impact the ongoing operation and use of the improvements to be constructed by the VILLAGE under this Agreement, or replacement thereof necessitated by such activities, and the BOARD shall have no liability for the impact on the VILLAGE's use of the DEMISED AREA during any interruption of said use. In the event maintenance, repair or replacement of such water/sewer facilities impacts any portion of the improvements to be constructed by the VILLAGE under this Agreement, the VILLAGE shall be responsible, at the VILLAGE's sole cost and expense, for repair or replacement of said improvements in full compliance with rules, regulations, terms and conditions which may be imposed by the applicable jurisdictional entity.

The VILLAGE shall notify the BOARD in a timely manner of any utility agreements requiring the approval and/or joinder of the BOARD as property owner. The BOARD will cooperate as necessary, subject to review and approval of any such agreements or documents by the BOARD or its designee, in its sole authority and discretion. It is understood and agreed that the BOARD shall not execute any agreements, other than joinders which shall be deemed strictly as evidence of consent of property owner and without any responsibility or liability whatsoever thereunder. The foregoing includes, but it is not limited to WASD Agreements and any off-site improvements which may be required by any jurisdictional agency.

X.

INDEMNIFICATION AND HOLD HARMLESS

The VILLAGE does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the VILLAGE shall not be held liable to pay a personal injury or

property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the VILLAGE arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the VILLAGE. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless the VILLAGE, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed to indemnify the VILLAGE from any liability or claim arising out of the negligent performance or failure of performance of the VILLAGE or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement.

XI.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever. The Parties hereby waive all rights of subrogation under any policy or policies they may carry on property placed or moved on the DEMISED AREA.

XII.

LIABILITY FOR DAMAGE OR INJURY

The BOARD shall not be liable for any damage or injury which may be sustained by the VILLAGE or any persons on or about the DEMISED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the BOARD, its

agents, representatives or employees, and in such event the BOARD'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The VILLAGE shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the DEMISED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the VILLAGE, its agents, representatives or employees, and in such event the VILLAGE'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. The VILLAGE shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

XIII.

ASSIGNMENT AND SUBLETTING

The VILLAGE shall not, at any time during the term of this Agreement, sublet in part or whole the DEMISED AREA, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the DEMISED AREA, or permit the DEMISED AREA to be occupied by other persons, firms, corporations, or governmental units, without the BOARD'S prior written consent, which may be withheld at the BOARD'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XIV.

EXTENSION OF AGREEMENT

If not in default in performance of the obligations set forth in this Agreement, the VILLAGE shall have the right to extend this Agreement, under the same terms and conditions set forth herein, for three (3) additional terms of five (5) years each from the expiration of the original term or any renewal thereof, at the mutual agreement of the Parties, provided the VILLAGE gives written notice to the BOARD, as set forth in Article XXVII, at least ninety (90) days prior to the expiration of the then current term. The BOARD'S approval shall not be unreasonably withheld. The Parties acknowledge and agree that any extension of the term shall be accomplished through the

execution by the Parties of an amendment to this Agreement.

XV.

CANCELLATION

In addition to the provisions of Article XVI and XXVIII, the BOARD shall have the right to cancel the Agreement, in whole or in part, with one (1) year advance written notice to the VILLAGE, if the BOARD determines that the DEMISED AREA, in whole or in part, is needed for educational or other District purposes, as determined by the BOARD in its sole discretion, said determination not to be unreasonably enforced.

In addition to the provisions of Articles XVI and XXVIII, the VILLAGE shall have the right to cancel this Agreement without cause or penalty, by giving the BOARD written notice at least one (1) year prior to the effective date of said cancellation.

The Parties acknowledge and agree that any material breach of this Agreement may result in the immediate cancellation of this Agreement, irrespective of Article XVI of this Agreement.

In the event of cancellation by either Party, the VILLAGE shall surrender and vacate the DEMISED AREA in compliance with Article XX of this Agreement.

XVI.

DEFAULT

The BOARD shall notify the VILLAGE in writing regarding the VILLAGE'S failure to perform or to comply with the terms and condition of this Agreement. If the VILLAGE fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the VILLAGE'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the BOARD shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the VILLAGE.

The VILLAGE shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the VILLAGE with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the VILLAGE shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

In the event of termination due to default by either Party, which default is not cured, the VILLAGE shall surrender and vacate the DEMISED AREA in compliance with Article XX of this

Agreement.

XVII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peaceably have, hold and enjoy the DEMISED AREA, without hindrance or interference by the other Party.

XVIII.

RIGHT OF ENTRY

Other than in the event of an emergency and subject to the provisions of Article XXXI, after first providing reasonable notice to the VILLAGE, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the DEMISED AREA during the VILLAGE's Period of Use to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the DEMISED AREA, provided such activities do not unreasonably interfere with the VILLAGE'S use of the DEMISED AREA.

XIX.

TAXES AND REGULATORY COMPLIANCE

The VILLAGE shall be responsible for the collection and payment of any taxes, fees, operating permits, licenses, or other assessments, if any, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes, which may be imposed on the DEMISED AREA or the School, as a result of the leasing, use, and occupancy of the DEMISED AREA by the VILLAGE.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the VILLAGE'S lease, use or occupancy of the DEMISED AREA, the VILLAGE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, including any upgrades, modifications or changes, at the VILLAGE'S sole cost and expense.

Non-compliance with the provisions of this Article XIX shall be deemed a material breach of this Agreement.

XX.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the VILLAGE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and

peacefully surrender and deliver possession of the DEMISED AREA to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The VILLAGE shall promptly remove all of the VILLAGE'S personal property and other items belonging to the VILLAGE from the DEMISED AREA, including any signage installed by the VILLAGE. In addition, upon the expiration, cancellation or termination of this Agreement, the VILLAGE agrees, at the BOARD'S sole option, to remove any improvements or other facilities constructed by the VILLAGE on the DEMISED AREA, and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement.

The VILLAGE shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the DEMISED AREA. Any of the VILLAGE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXI.

AMENDMENTS

In addition to the requirements set forth elsewhere in this Agreement, the BOARD and VILLAGE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Agreement. Such amendments shall be effective only when signed by the BOARD and VILLAGE and shall be incorporated as part of this Agreement in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S.

XXII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the DEMISED AREA. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the DEMISED AREA by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIII.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXIV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXV.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVI.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the VILLAGE. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVII.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other ("**Notice**"), shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools

School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE Second Avenue, Room 400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and ACraft@dadeschools.net

In the case of notice or communication to the VILLAGE:

_____
_____
_____
Attn: _____
Fax: _____
E-mail:_____

With a copy to:

_____
_____
_____
Attn: _____
Fax: _____
E-mail:_____

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny all approvals or waivers

required by the Agreement dealing with construction of improvements, changing periods or schedules of use, authorizing use of the DEMISED AREA by a not-for-profit entity, or any other routine operational issues.

D. In addition to the above, for purposes of the Agreement, the Superintendent of Schools shall be the party designated by the BOARD to execute amendments to this Agreement within the authority granted to the Superintendent by the BOARD in this Agreement, and to grant or deny any approvals required by the Agreement, including placing the VILLAGE in default, or renewing, extending, canceling or terminating the Agreement.

E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "**Day**" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the BOARD and Counsel for the VILLAGE may deliver Notice on behalf of the BOARD and the VILLAGE, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXVIII.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the VILLAGE or BOARD, in the event the DEMISED AREA, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the DEMISED AREA is rendered untenantable or unfit for the purposes intended, the VILLAGE may, at the VILLAGE's sole option, either cancel this Agreement by giving sixty (60) day written notice to the BOARD, or repair or replace the damaged/destroyed facilities, at the VILLAGE's expense.

If the VILLAGE opts to repair or replace the damaged/destroyed facilities, then the VILLAGE shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed

facilities not be repaired and rendered tenantable within the aforementioned time period, then the BOARD may, at its sole option, place the VILLAGE in default.

Any damage or destruction sustained to all or portions of the DEMISED AREA that can be substantiated as having been caused as a result of the actions of one Party shall be repaired by such Party at such Party's sole cost and expense. In that event, the responsible Party shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the other Party may, at its sole option, place the Party responsible for the repairs in default.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the Parties shall surrender the DEMISED AREA in compliance with Article XX of this Agreement.

XXIX.

SIGNAGE

The VILLAGE may erect, at its sole cost and expense, identification signage within the DEMISED AREA, subject to the prior written approval of the BOARD, or its designee, and in conformance with all rules and regulations governing public schools.

Upon the termination, expiration or cancellation of this Agreement, the VILLAGE shall remove from the DEMISED AREA, at the VILLAGE'S expense, any signage erected by the VILLAGE, and restore the area to the same or better condition as existed prior to the VILLAGE'S installation of the signage.

XXX.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-

public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the School or DEMISED AREA, or arising from the VILLAGE's use or occupancy of the DEMISED AREA, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the DEMISED AREA. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the DEMISED AREA, or that arises at any time from use or occupancy of the DEMISED AREA.

The VILLAGE shall not cause or permit to occur: (a) any violation of any Environmental Law in the DEMISED AREA or School, or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the DEMISED AREA, or the transportation to or from the DEMISED AREA of any Hazardous Substance.

The VILLAGE shall, at the VILLAGE'S expense, comply with all applicable Environmental Laws with respect to the DEMISED AREA and School. The VILLAGE shall, at the VILLAGE's own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the DEMISED AREA during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the VILLAGE with respect to the DEMISED AREA or School, then the VILLAGE shall, at the VILLAGE'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The VILLAGE shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the DEMISED AREA or elsewhere on the School site, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding the VILLAGE's use, generation, storage, transportation or disposal of Hazardous Substances in or at the DEMISED AREA.

The obligations and liability of the Parties under this paragraph shall survive the expiration or termination of this Agreement.

XXXI.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The VILLAGE shall comply with all applicable laws, rules, regulations, ordinances and

codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXII.

SUBORDINATION

Notwithstanding any other provisions of this Agreement, this Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases, and the rights of the School and the rights of the BOARD under those leases and to all financing that may now or hereafter affect the leases or the School, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the VILLAGE shall execute, within thirty (30) calendar days of request, any certificate that the BOARD may request.

XXXIII.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The VILLAGE understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The VILLAGE shall keep and maintain public records required by the BOARD to perform the service. The VILLAGE shall keep records to show its compliance with this Agreement. The VILLAGE's contractors and subcontractors must make available, upon request of the BOARD, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the VILLAGE or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the BOARD's custodian of public records, the VILLAGE shall provide the BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The VILLAGE 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 term of this Agreement and following the expiration or early termination or cancellation of this Agreement if the

VILLAGE does not transfer the records to the BOARD. The VILLAGE, its assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The VILLAGE, upon completion of the Agreement, shall transfer, at no cost to the BOARD, all public records in possession of the VILLAGE or keep and maintain public records required by the BOARD to perform the service. If the VILLAGE transfers all public records to the BOARD upon completion of the Agreement, the VILLAGE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VILLAGE keeps and maintains public records upon completion of the Agreement, the VILLAGE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BOARD, upon request from the BOARD'S custodian of public records, in a format that is compatible with the information technology systems of the BOARD.

The VILLAGE shall incorporate this provision into every contract that it enters into relating to the DEMISED AREA.

IF THE VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

XXXIV.

USE OF FACILITY AS A REVENUE GENERATOR

The BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with BOARD Policies, relating to the DEMISED AREA, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the VILLAGE's rights to peaceful enjoyment of the DEMISED AREA.

XXXV.

REPRESENTATIONS

The VILLAGE has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the VILLAGE of its obligations under this Agreement, have been duly authorized by all necessary action of the VILLAGE, and do not contravene or conflict with any rules, regulations, policies or laws governing the VILLAGE, or any other agreement binding on the VILLAGE. The individual(s) executing this Agreement on behalf of the VILLAGE has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXVI.

BACKGROUND SCREENING REQUIREMENTS AND COMPLIANCE WITH SCHOOL CODE

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, Board Policies 6320 and 8475, as amended from time to time, the VILLAGE agrees that the VILLAGE and all of its employees, agents, contractors, and subcontractors who provide or may provide services under this Agreement, including without limitation, any not-for-profit entity as outlined in Article V of this Agreement, will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and Board Policies prior to entering or providing services relating to the DEMISED AREA.

Additionally, the VILLAGE agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on the DEMISED AREA when students are present, who have direct contact with students or who have access to or control of School funds must meet level 2 screening requirements as described in the above-referenced Statutes and BOARD Policies.

Pursuant to the 2007 amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this Agreement that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §

943.043 and the national sex offender public registry maintained by the United States Department of Justice. The VILLAGE will not be charged for this search. Further, upon obtaining clearance by the BOARD, if BOARD deems necessary, BOARD will issue a photo identification badge which shall be worn by the individual at all times while on the DEMISED AREA when students are present.

The VILLAGE agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. The VILLAGE agrees to require all its affected employees to sign a statement, as a condition of employment with the VILLAGE in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the VILLAGE/Employer of any arrest(s) or conviction(s) of any offense enumerated in BOARD Policies 6320 and 8475 within 48 hours of its occurrence. The VILLAGE agrees to provide the BOARD with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. The VILLAGE agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The VILLAGE further agrees to notify the BOARD immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by the VILLAGE to notify the BOARD of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for the BOARD, at its sole option, to place the VILLAGE in default.

The Parties further agree that failure by the VILLAGE to perform any of the duties described in this Article XXXVI shall constitute a material breach of the Agreement entitling the BOARD, at its sole option, to place the VILLAGE in default.

XXXVII.

MISCELLANEOUS PROVISIONS

A. **RECORDATION**: This Agreement may not be recorded by either Party.

B. **EMINENT DOMAIN**: If all or portions of the DEMISED AREA are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in

the taking authority. The VILLAGE may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.

C. **RADON GAS**: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

D. **TIME IS OF THE ESSENCE**: Time is of the essence in the performance of this Agreement.

E. **WAIVER OF TRIAL BY JURY**: THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT OR THE VILLAGE'S AND BOARD'S USE OR OCCUPATION OF THE DEMISED AREA.

F. **BROKERS**: The VILLAGE represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of the VILLAGE ("**Indemnitor**"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the BOARD ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination or cancellation of this Agreement.

G. **PROMOTION**: Other than activities undertaken to promote the VILLAGE's program(s) within the DEMISED AREA, the VILLAGE shall not be permitted to use the DEMISED AREA for promotion or advertising of any type or nature whatsoever.

H. **USE APPROVALS**: The VILLAGE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the VILLAGE's use and operations at the DEMISED AREA, prior to commencement of the Agreement.

I. **COUNTERPARTS**: This Agreement may be executed in any number of counterparts, each

of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.

J. **TAX-EXEMPT STATUS**: In addition to the provisions of Article XIX of this Agreement, the VILLAGE acknowledges and agrees that in the event the tax-exempt status of the DEMISED AREA is rescinded or is at risk of being rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by the VILLAGE or a not-for-profit entity as outlined in Article V of this Agreement, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional entity) shall constitute a default under this Agreement, and may result, at the BOARD'S sole option, in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement. Payment of any taxes so imposed shall be remitted to the BOARD within ten (10) days of receipt of notice, without demand.

K. **INTELLECTUAL PROPERTY RIGHTS**: The VILLAGE shall indemnify and hold harmless the BOARD from and against all liability of any nature or kind, including damages, costs and expenses (including reasonable attorney's fees and costs at the trial level and through all appeals) for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Agreement. If the VILLAGE uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exceptions that the VILLAGE shall be liable for all royalties or costs arising from the use of such design, device or materials in any way involved in the activities contemplated by this Agreement.

L. **SOVEREIGN IMMUNITY**: No provision contained in this Agreement shall be deemed a waiver of either Parties sovereign immunity.

M. **SECURITY AND SUPERVISION**: The VILLAGE shall provide proper supervision and security of the DEMISED AREA at all times during the VILLAGE's Period of Use as further outlined in Article V of this Agreement.

N. **JOINT USE COMMITTEE**: A Joint Use Committee, made up of the BOARD's North Region Superintendent, or designee, and the VILLAGE's Parks Director, or designee, or their respective successors in office, shall be established as of the Commencement Date of this

Agreement. The Joint Use Committee shall meet on an annual basis, or at the request of either Party from time to time, to coordinate and resolve any issues pertaining to the scheduling, use, operation, maintenance, and supervision of the DEMISED AREA.

XXXVIII.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the VILLAGE.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the BOARD and VILLAGE have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO THE BOARD:

Print Name: Karen B. Smith

Print Name: Ivan M. Rodriguez

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Alberto M. Carvalho
Superintendent of Schools
Date: 11/20/2020

RECOMMENDED:

Jaime G. Torrens
Chief of Staff
Date: 9/30/20

TO THE BOARD: APPROVED AS TO RISK MANAGEMENT ISSUES:
Office of Risk and Benefits Management

Digitally signed by Michael Fox
Risk and Benefits Officer Date: 2020.08.10
Date: 09:11:05 -04'00'

TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

School Board Attorney
Date: 11/19/2020

TO THE BOARD: APPROVED AS TO TREASURY MANAGEMENT ISSUES:
Office of Treasury Management

Treasurer
Date: 8/10/2020

WITNESSES AS TO THE VILLAGE:

Print Name: Mario A. Diaz

Print Name: Ann C. DelValle

VILLAGE:
NORTH BAY VILLAGE

By: _____
Name: Ralph Rosado
Title: Village Manager
Date: 7/20/2020

ATTEST:

_____
VILLAGE Clerk
Date: 7/20/2020

TO THE VILLAGE: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
VILLAGE Attorney
Date: 7/20/2020

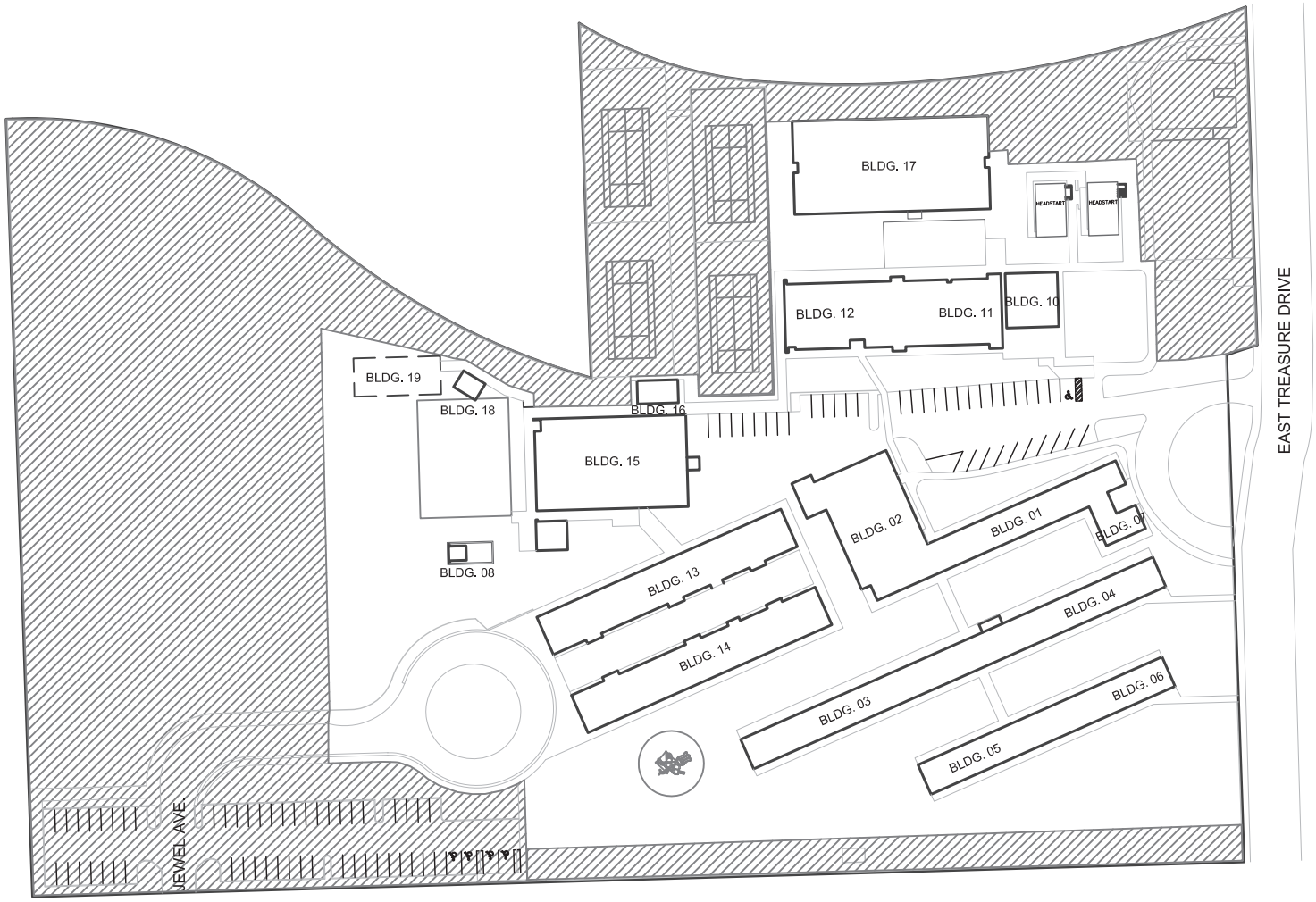
EXHIBIT "A"
TO
JOINT USE AGREEMENT

DEMISED AREA

[consisting of 2 pages, including this title page]

Exhibit "A"

Treasure Island Elementary School



Legend

Demised Area

N

Not to scale

EXHIBIT "B"
TO
JOINT USE AGREEMENT

CERTIFICATE OF OCCUPANCY, CERTIFICATE OF COMPLETION OR EQUIVALENT

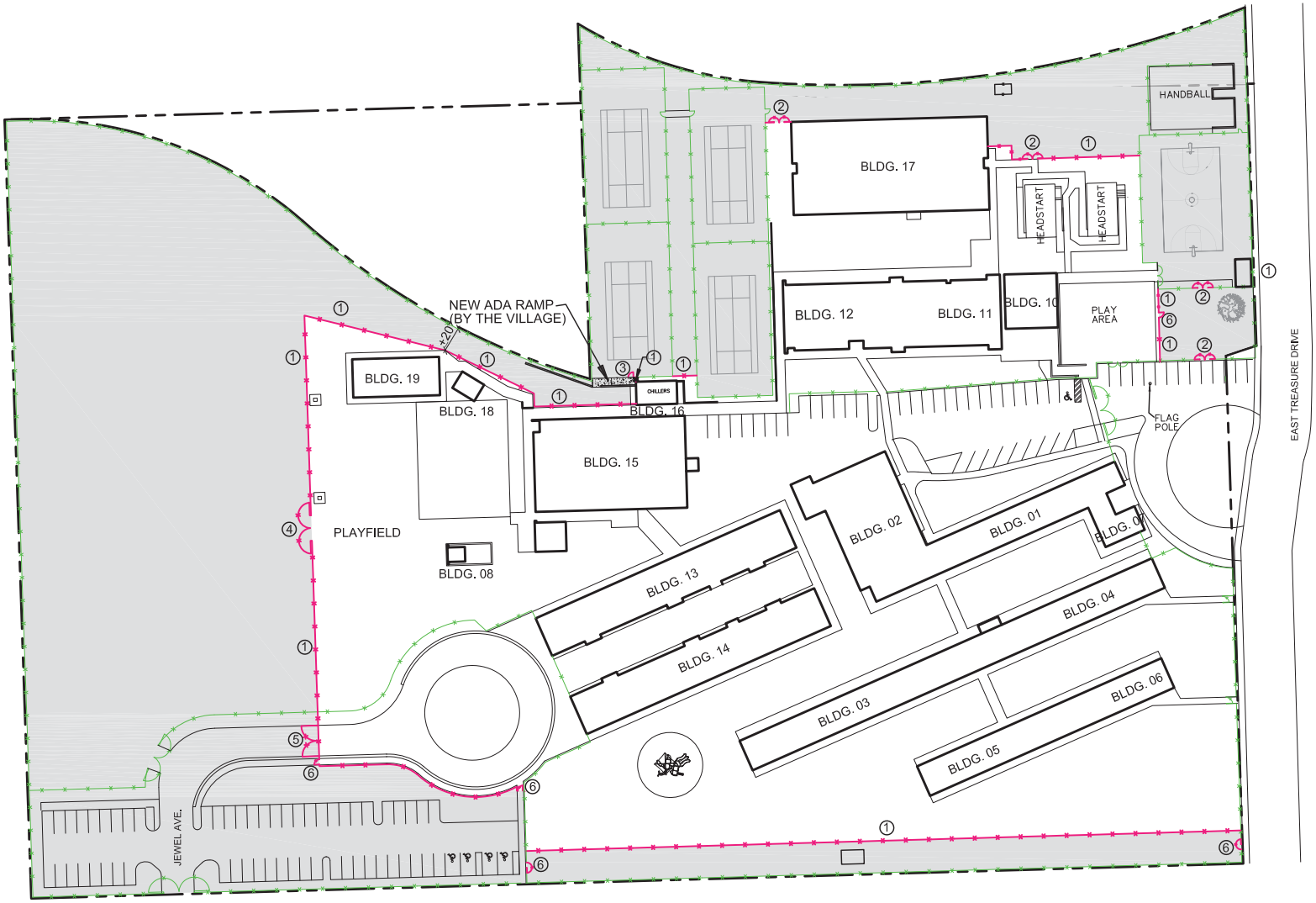
[consisting of ___ pages, including this title page]

[to be attached upon completion of the Work and issuance of same by the BOARD]

EXHIBIT "C"
TO
JOINT USE AGREEMENT

FENCE WORK

[consisting of 2 pages, including this title page]



LEGEND

1. NEW 6' H CHAINLINK FENCE
2. NEW (2) 3' W X 6' H CHAIN LINK GATE
3. NEW 4' W X 10' H CHAIN LINK GATE
4. NEW (2) 10' W X 6' H CHAIN LINK GATE
5. NEW (2) 12' W X 6' H CHAIN LINK GATE
6. NEW 4' W X 6' H CHAIN LINK GATE

NEW CHAIN LINK FENCE
EXISTING CHAIN LINK FENCE

NOTES

1. ALL EXISTING SITE CONDITIONS SHALL BE FIELD VERIFIED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

2. ALL WORK SHALL COMPLY BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, RULES, REGULATIONS, STATUTES AND CODES, INCLUDING WITHOUT LIMITATION, THE MDCPS DESIGN CRITERIA AND STANDARDS, SAFETY CODES, SREF AND FBC.

PROPOSED FENCE LAYOUT

SCALE: N.T.S.

FOR STUDY PURPOSES ONLY

UPDATES
April 9, 2015
Sept. 29, 2016
June 3, 2019

MIAMI-DADE COUNTY PUBLIC SCHOOLS
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

TREASURE ISLAND ELEMENTARY SCHOOL
7540 EAST TREASURE DRIVE
NORTH BAY VILLAGE, FLORIDA 33141

ADMIN. NO.
5481

DOE/OEF NO.
0188

SHEET NO.
1 of 1

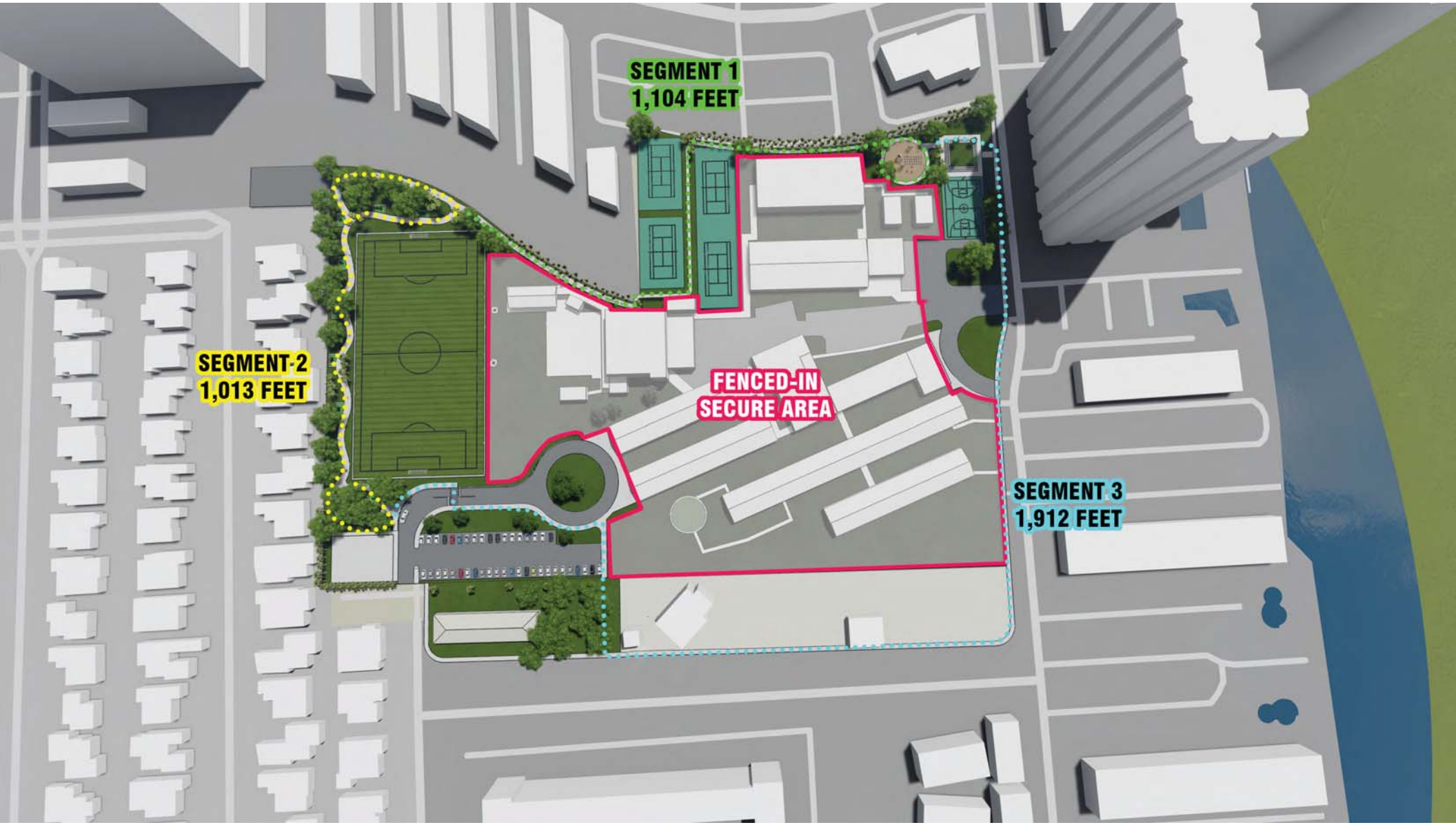
EXHIBIT "C-1"
TO
JOINT USE AGREEMENT

IMPROVEMENTS

[consisting of 2 pages, including this title page]

[The Parties acknowledge and agree that prior to commencement of construction of any of the Improvements, the VILLAGE shall provide the BOARD with a site plan depicting the Improvements in conformance with the exhibit renderings attached to this Agreement as Exhibit "C-1", which site plan, as approved by the BOARD, shall thenceforth be attached to this Agreement as Exhibit "C-1".]

URBAN TRAILHEAD
SPLASH PAD
TRAIL CONNECTOR
REFURBISHED COURTS
TOT LOT
SOCCER FIELD W/ SYNTHETIC TURF
TRAIL LOOP
TRAIL LOOP
POSSIBLE PARK AMENITY
TRAIL WITH EXERCISE VITACOURSE STATIONS
REDESIGNED PARKING LOT


SEGMENT 1
1,104 FEET
SEGMENT 2
1,013 FEET
FENCED-IN
SECURE AREA
SEGMENT 3
1,912 FEET

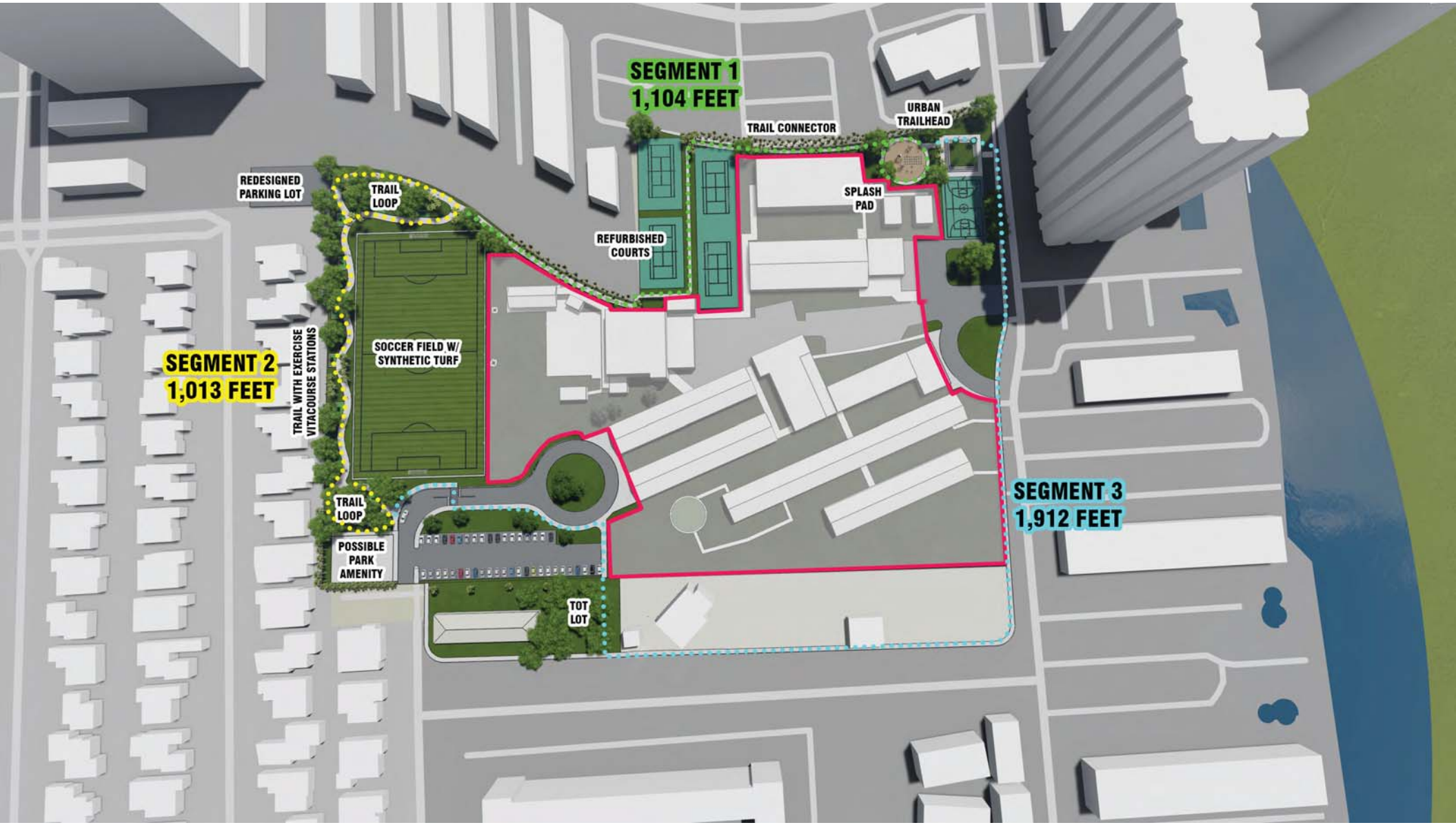
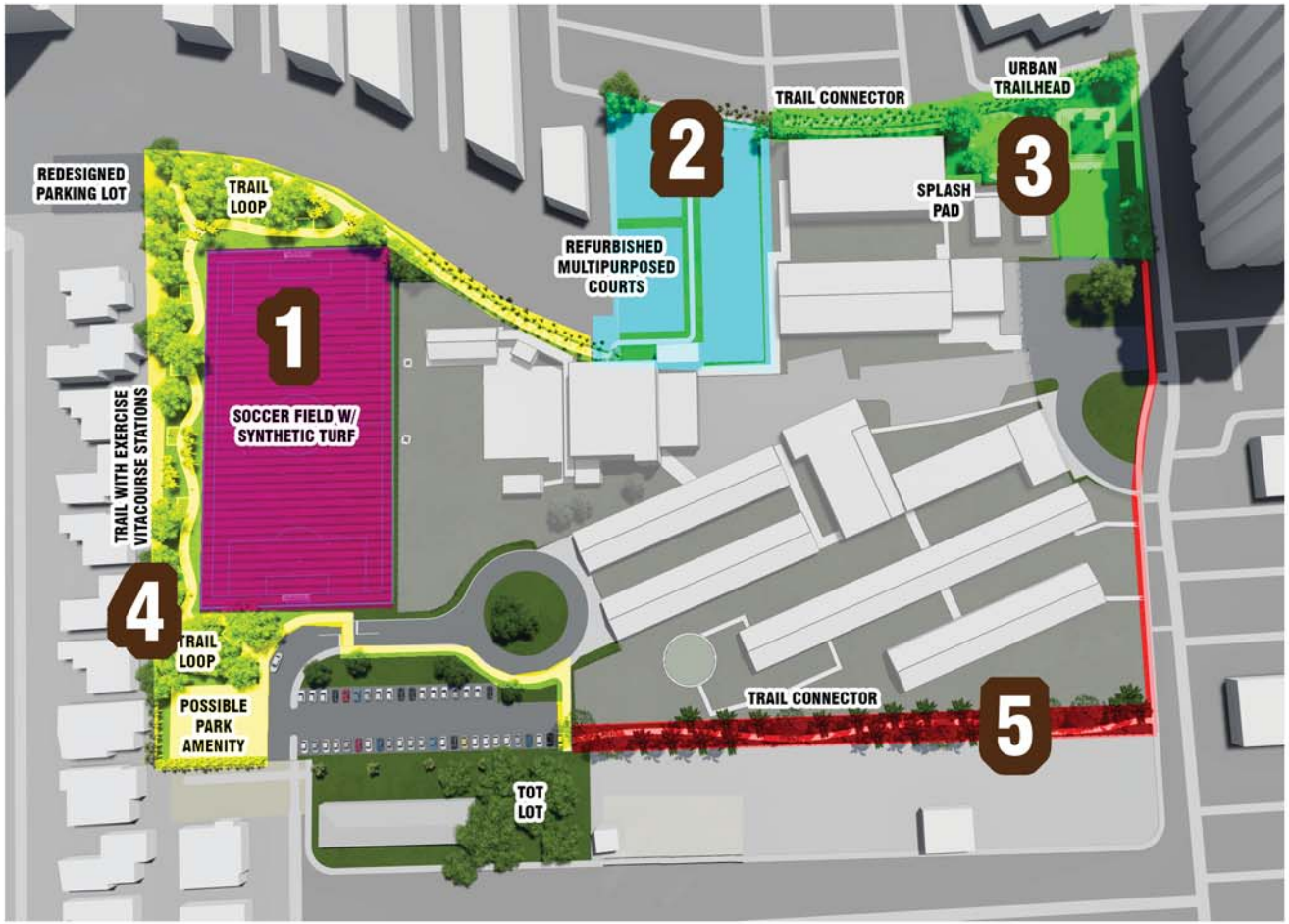

SEGMENT 1
1,104 FEET
TRAIL CONNECTOR
URBAN TRAILHEAD
REDESIGNED PARKING LOT
TRAIL LOOP
SPLASH PAD
REFURBISHED COURTS
SEGMENT 2
1,013 FEET
TRAIL WITH EXERCISE VITACOURSE STATIONS
SOCCER FIELD W/ SYNTHETIC TURF
SEGMENT 3
1,912 FEET
TRAIL LOOP
POSSIBLE PARK AMENITY
TOT LOT



EXHIBIT "D"
TO
JOINT USE AGREEMENT

PHASING PLAN

[consisting of 2 pages, including this title page]



RECOMMENDED PROJECT BREAKOUT

1 Turf Field (Including drainage)

2 Refurbished Courts, pathway and ADA access Ramp

3 Splash Pad, Urban Trailhead and Trail Connector

4 Exercise Trail with Vita-course Stations

5 Trail connector and any needed sidewalk improvements along East Treasure Drive

Project Number	Project Name	Total	Fiscal Year Allocation
1	Turf Field (Including drainage and perimeter fencing)	$2,578,279.00	Design FY 2021-22 Construction FY 2022-23
4	Exercise trail with Vita-course Stations	$ 847,256.00	Design FY 2021-22 Construction FY 2022-23
2	Refurbished Courts, pathway and ADA access ramp	$ 226,478.00	Design & Construction FY 2023-24
3	Splash Pad, Urban Trailhead and Trail Connector	$ 810,992.00	Design & Construction FY 2023-24
5	Trail Connector and Any Needed sidewalk improvements along East Treasure Drive	$ 259,220.00	Design & Construction FY 2023-24

Alternate Sequence

Project	Contract	Timeframe (Weeks) from Issuance of NTP to Contractor				Cost Break-Down and Allocation Distribution						
		Overall Time-Frame Needed	Time-frame breakout			Construction	General Conditions	GC Overhead and Profit	Contingency	Design Fees	Min. Fiscal Year Allocation	MDPS Required Project Mgmt Cost (8% of Total)
			Mobilization	Construction	De-mobilization and Restoration							
1	Turf Field (Including drainage and perimeter fencing)	15 Weeks	2 Weeks	12 Weeks	1 Weeks	$ 1,381,664.00	$ 160,238.56	$ 185,028.31	$ 385,475.64	$ 274,888.41	$ 2,387,294.92	$ 190,983.59
4	Exercise Trail with Vita-course Stations	8 Weeks	1 Weeks	6 Weeks	1 Weeks	$ 513,115.13	$ 59,508.56	$ 68,714.84	$ 143,155.92		$ 784,494.45	$ 62,759.56
2	Refurbished Courts, pathway and ADA access Ramp	9 Weeks	1 Weeks	7 Weeks	1 Weeks	$ 125,272.00	$ 14,528.43	$ 16,776.05	$ 34,950.11	$ 18,174.06	$ 209,700.64	$ 16,776.05
3	Splash Pad, Urban Trailhead and Trail Connector	8 Weeks	1 Weeks	6 Weeks	1 Weeks	$ 434,981.25	$ 50,446.98	$ 58,251.39	$ 121,357.06	$ 85,881.03	$ 750,917.70	$ 60,073.42
5	Trail connector and any needed sidewalk improvements along East Treasure Drive	8 Weeks	1 Weeks	6 Weeks	1 Weeks	$ 156,988.38	$ 18,206.74	$ 21,023.41	$ 43,798.78		$ 240,017.31	$ 19,201.38
						Sub-totals for each Component					$ 4,372,425.02	$ 349,794.00
						Total Estimated Project Cost					$	4,722,219.02

Office of Superintendent of Schools
Board Meeting of October 11, 2023

September 27, 2023

Office of Facilities Design & Construction
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: **AUTHORIZE THE SUPERINTENDENT TO:**

1) EXECUTE AN AMENDED AND RESTATED JOINT USE AGREEMENT WITH NORTH BAY VILLAGE ("VILLAGE"), A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR THE DEVELOPMENT, OPERATION AND USE OF A SOCCER COMPLEX AT TREASURE ISLAND ELEMENTARY SCHOOL, LOCATED AT 7450 EAST TREASURE ISLAND DRIVE, NORTH BAY VILLAGE, FLORIDA 33141;

2) FINALIZE NEGOTIATIONS AND EXECUTE ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE IMPLEMENTATION OF THE AMENDED AND RESTATED JOINT USE AGREEMENT; AND

3) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE JOINT USE AGREEMENT, INCLUDING RENEWING, EXTENDING, CANCELING OR TERMINATING THE JOINT USE AGREEMENT, AND PLACING THE VILLAGE IN DEFAULT, AS MAY BE APPLICABLE

COMMITTEE: **FACILITIES AND CONSTRUCTION**

LINK TO STRATEGIC PLAN: **EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

Background

On May 11, 2016, the Board approved Agenda Item F-3, authorizing the Superintendent to finalize negotiations and execute a Joint Use Agreement with North Bay Village ("Village") in the interest of providing recreational programs, activities and facilities for the use and benefit of both students at Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, Florida, ("TIES") and residents of the Village, with the Village to fund certain improvements for the Village to operate its recreational activities. Additional improvements were completed by the

District, with the Village to reimburse the District for requested work. The initial term was for ten (10) years, for a rental of $1 per year, with the District having full control of the premises during the school days and during the School-run aftercare program, and the Village having full control during other hours, with the right to contract with not-for-profit entities to provide Village-sponsored recreational services and programs for the Village's period of use.

On November 16, 2022, the Board approved Agenda Item F-5 authorizing the Superintendent to enter into discussions with the Village to explore a possible collaboration between the Village and the Board for the development and operation of a Soccer/Community Center Complex, to be constructed partly on Village property and on the adjacent campus of TIES, with a report and recommendation to be brought to the Board as details of such a collaboration are developed.

As shared in Agenda Item F-5, the Soccer/Community Center Complex originated from an unsolicited proposal received by the Village on October 11, 2021 from Asociacion De Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), to develop certain property, and that the Village subsequently issued a Request For Proposals ("RFP") for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities". AFA was the only party to respond to the RFP. Under the proposed project, the Village and AFA have agreed that AFA will pay for and manage the development and construction of a community center to be constructed on Village property, and five (5) soccer fields to be built on the School campus.

Subsequent discussions between the District and the Village have clarified the Village's plan including the improvements and program enhancements proposed which include new amenities and offerings at TIES.

On June 21, 2023, the Board approved Agenda Item F-5, authorizing the Superintendent to finalize due diligence with the Village and negotiations of final agreement(s) formalizing the collaboration between the Village and the Board for the development and operation of a soccer complex at TIES. Since that Board meeting, an appraisal was completed, a community meeting was held by the Village to gather input, and an amended Joint Use Agreement was negotiated.

The Deputy Superintendent, Office of School Leadership & Performance and the Chief Facilities Design & Construction Officer recommend entering into an Amended and Restated Joint Use Agreement with the Village for the joint recreational use of the fields, under substantially the following terms:

- a term of thirty (30) years, unless terminated sooner as provided in the Agreement;

  Capital Investments: A $5.5 million capital investment by the Village will be made in the first year of the Agreement. The Village shall fund the legal costs and also the design of the improvements;

- Village funds repainting of TIES school buildings;

- Village funds one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;

Base License Fee: The Village will pay the Board a base license fee of $50,000-$75,000 for Year 3, $75,000-$80,000 for Years 4-10, and $80,000-$90,000 for Years 11-30 of the Agreement. The Village will pay the Board an additional annual payment of $5,000 for Years 11-26 (based on a deferred payment schedule of $75,000 for Year 2);

Revenue Share: In addition to the Base License Fee, the Village shall pay the Board a portion of the gross revenue on a biannual basis earned under the Agreement; 9% Gross Revenues + 50% of the Village's negotiated revenues with AFA;

- **Programmatic Considerations:** AFA will enhance the TIES after-school program with soccer programming;

- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;

- The Board agrees to dedicate 10% of the revenue it receives directly to TIES for ongoing capital improvements or educational programming; 65% of the funds are to go to District-wide athletic programs and services, and the remaining 25% of the funds are to go to District-wide needs as determined by the Superintendent.
- The Board has a right to audit or examine the Village records pertaining to this Agreement;

- The Village intends to enter into separate agreements with Asociacion de Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), including a Development and Construction Agreement and a Management Agreement ("AFA Agreements"), in accordance with the terms of this Amended and Restated Joint Use Agreement, for the construction, operation and management of certain recreational improvements at TIES and for AFA's joint use of certain recreational facilities at TIES;

- The Board shall be an express third-party beneficiary of the AFA Agreements, and shall be named as a dual oblige on any bonds delivered by AFA with respect to any work at TIES;

- The Board shall have the right to approve the project engineers, architects and general contractors used for the project;

- The Village will make such recreational improvements at TIES, to provide for the joint use by the Parties and AFA of certain recreational facilities at TIES, and provide for the sharing of revenue between the Parties as consideration for the use of the recreational facilities by AFA pursuant to the Management Agreement, all under the terms and conditions set forth;

- The Village and AFA have no rights to amend, modify, replace, terminate, pledge, assign or transfer any rights or interest under the AFA agreements without the prior written consent of the Board;

- AFA may subcontract to third parties to carry out its construction, maintenance and programming, subject to Board approval and in compliance with the terms of the Agreement.

- The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements;

- The District shall have full control, custody, right and use of the Licensed Area during regular school hours on regular school days, during any school-operated After-Care Program and during summer school, as established annually through the Board's approved Elementary School Calendar, or by the School;

- The Village shall have full control, custody, right and use of the Licensed Area on weekdays beginning at 5:30 p.m. (setup available at 5:00 p.m.) and ending at 11:00 p.m., and on weekends and Board Holidays from 8:00 a.m. (setup available at 7:30 a.m.) to 11:00 p.m. (the "Village's Period of Use"). AFA shall only be permitted to use the Licensed Area during the Village's Period of Use;

- The Village, at the Village's expense, shall be responsible for all maintenance, repair and upkeep of the Licensed Area. The District shall be responsible for mowing the lawns, and picking up any litter that it may have caused during the school day;

- The Village will be responsible for securing police protection during their use of the Licensed Area, the School Board Police Department shall have first right of refusal for these services;

- The Village will indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, for any liability arising out of taxation or tax liability associated with the Village or AFA's use, operation or maintenance under this Agreement;

- The Village will indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, for any liability arising out of any claim, lawsuit or action arising out of the authority of the Village to enter into this agreement with the Board, with AFA, or any related entity under this Agreement;

- The Village and the Board shall otherwise indemnify and hold the other harmless, to the extent of the limitations included within Florida Statutes, Section 768.28;

- The Board may cancel the Agreement in the event of default by the Village, which default is not cured within the applicable timeframes, or in the event of damage or destruction caused by the Village; in addition at any time following the date which is seven (7) years following the Effective Date, the BOARD shall have the right to cancel the Agreement with six (6) months advance written notice to the VILLAGE, the Village will retain the right to utilize the walking path for a period of at least fifteen (15) years.

- The Board will assign a project manager and will be involved in any design meetings. Final construction plans will be submitted to the Board's project manager;

- The Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with construction of the Village Improvements, or changing periods or schedules of use;

The proposed Joint Use Agreement has been reviewed by the Office of the General Counsel for legal sufficiency and the Office of Risk and Benefits Management for risk management issues, respectively, and found to be in compliance.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1) Execute an Amended and Restated Joint Use Agreement with North Bay Village ("Village"), a political subdivision of the State of Florida, for the development, operation and use of a Soccer Complex at Treasure Island Elementary School, located at 7450 East Treasure Island Drive, North Bay Village, Florida 33141;

2) Finalize and execute any other documents that may be required to effectuate implementation of the Amended and Restated Joint Use Agreement; and

3) Grant or deny all approvals required under the Amended and Restated Joint Use Agreement, including reviewing, extending, canceling or terminating the Joint Use Agreement, and placing the Village in default, as may be applicable;

AMENDED AND RESTATED JOINT USE AGREEMENT

THIS AMENDED AND RESTATED JOINT USE AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 20__, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and **NORTH BAY VILLAGE**, a municipal corporation of the State of Florida (the "**VILLAGE**"). The BOARD and VILLAGE are sometimes referred to in this Agreement individually as "**Party**' and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD and VILLAGE are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of the students of Miami-Dade County Public Schools (the "**District**") and residents of the VILLAGE; and

WHEREAS, the BOARD owns and has under its jurisdiction certain real property known as Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, FL ("**School**"); and

WHEREAS, the VILLAGE has approached the BOARD with a request to make a number of recreational improvements at the School and to jointly use certain recreational facilities at the School; and

WHEREAS, the VILLAGE intends to enter into that certain Development and Construction Management Agreement (as amended, restated and replaced, in accordance with the terms of this Agreement, the "**Development Agreement**"), and that certain Operations and Management Agreement (as amended, restated and replaced, in accordance with the terms of this Agreement, the "**Management Agreement**", and together with the Development Agreement, the "**AFA Agreements**") in each case, at this time, by and between the VILLAGE and Asociacion de Futbol Argentino, an association formed under the laws of the Republic of Argentina ("**AFA**"), for the construction of certain recreational improvements at the School and for AFA's joint use of certain recreational facilities at the School;

WHEREAS, the Parties are desirous of entering into this Agreement to allow the VILLAGE to make such recreational improvements at the School, to provide for the joint use by the Parties and AFA of certain recreational facilities at the School, and to provide for the sharing

of revenue between the Parties as consideration for the use of the recreational facilities by AFA pursuant to the Management Agreement, all under the terms and conditions set forth below; and

WHEREAS, the BOARD and VILLAGE entered into that certain Joint Use Agreement, dated [July 20, 2020] (the "**Existing JUA**"), with respect to certain recreational improvements at the School and the joint use by the Parties of certain recreational facilities at the School; and

WHEREAS, the Parties desire to amend and restate the Existing JUA in its entirety by this Agreement, as more particularly set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida, at its meeting of _____, 20___, School Board Agenda item _____, Board Action # _____, approved entering into this Agreement; and

WHEREAS, North Bay Village, by the adoption of Resolution No. _____, at its meeting of_____, 20_____, approved this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing JUA is amended, restated, superseded and replaced in its entirety as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

PREMISES TO BE JOINTLY USED

Effective with the Commencement Date of this Agreement (as defined below), the Parties agree to jointly use the School playfield area, tennis courts, basketball courts, and the parking lot located on the southwest portion of the School, all as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (collectively the "**LICENSED AREA**"), together with all improvements currently located or to be constructed thereon.

III.

TERM

Subject to Article IV below, this Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement and the execution of the aforementioned Management Agreement, whichever comes later (the "**Effective Date**"). Effective with the

Effective Date, the VILLAGE shall have access to the LICENSED AREA, with full right of ingress thereto and egress therefrom, for the specific and limited purpose provided for in this Agreement. The initial term of this Agreement shall be for a period of thirty (30) years (the "**Term**"), commencing on the Effective Date and expiring on the date which is thirty (30) years following the Effective Date, unless sooner terminated as provided herein, subject to the provisions herein contained.

IV.

AFA AGREEMENTS

A. **AFA Agreements.** The effectiveness of this Agreement shall be conditioned on the full execution by the VILLAGE and AFA of the AFA Agreements, in form and substance approved by the BOARD, in its sole and absolute discretion, and delivery of a copy of the fully executed AFA Agreements to the BOARD. Additionally, if required by the BOARD, the VILLAGE shall cause AFA to execute a consent and agreement, in form and substance acceptable to the BOARD, to evidence AFA's consent and agreement to comply with the terms and conditions of this Agreement applicable to AFA. The current drafts of the AFA Agreements are attached hereto as **Exhibit "B"** and, upon the execution of the AFA Agreements, this Agreement shall be amended to replace **Exhibit "B"** with the executed copies of the AFA Agreements. The AFA Agreements shall be executed and delivered to the BOARD by no later than _____, 20___. In the event the AFA Agreements are not executed and delivered to the BOARD by such date, the BOARD shall have the right to terminate this Agreement upon written notice to the VILLAGE, in which event this Agreement shall terminate and the Existing JUA shall be fully reinstated and in full force and effect.

B. **Covenants Regarding the AFA Agreements**.

(i) The VILLAGE shall not amend, modify, extend, replace or terminate the AFA Agreements, or assign, pledge or transfer any interest or rights of the VILLAGE (or consent to any assignment, pledge or transfer by AFA of its interest or rights) under the AFA Agreements to any other party, without the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion. In the event the AFA Agreements are amended and/or modified in accordance herewith, this Agreement shall be amended to attach such amendments and/or modifications of the AFA Agreements as exhibits to this Agreement.

(ii) At all times during the Term of this Agreement, the VILLAGE will perform as required by the terms of the AFA Agreements, will neither take nor fail to take any action that causes a default under the AFA Agreements which results in a termination of the AFA Agreements by AFA, will not waive any default in performance by AFA under the AFA Agreements without first obtaining the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion, and will promptly deliver to the BOARD, in full compliance with Article XXVIII, all written notices received from AFA or delivered by the VILLAGE to AFA. The VILLAGE will not approve any agreements, documentation, schedules and other items under the AFA Agreements, including without limitation, the GMP Contract, the AFA Representative Contract, the Development Schedule and the Logistics Plan (each as defined in the AFA Agreements), without first obtaining the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion.

(iii) The VILLAGE shall cause AFA to comply with the terms and conditions of this Agreement and any obligations of the VILLAGE as set forth in this Agreement in connection with AFA's construction, development, use and operation of the LICENSED AREA pursuant to the AFA Agreements, including, without limitation, the obligations set forth in Articles VI, VII, VIII, IX, XXI, XXXI, XXXII, XXXIV and XXXVII of this Agreement, whether or not so stated in such articles.

(iv) The VILLAGE shall cause AFA to contribute twenty-five (25) ten (10) month scholarships (without payment of consideration or charge of any kind), for each year of the Term for the soccer academies operated by AFA in the LICENSED AREA, which scholarships shall be made available to youth (children ages 5 to 18) in North Bay Village, including students at the School.

C. **Terms and Provisions of the AFA Agreements**. The AFA Agreements shall, *inter alia*, provide for the following:

(i) The BOARD shall be an express third-party beneficiary of the AFA Agreements, the GMP Contract and the AFA Representative Contract with respect to the Work, on the same terms and conditions as the VILLAGE as set forth in the AFA Agreements, such that, *inter alia*, the BOARD may bring legal actions under the AFA Agreements, the GMP Contract

and/or the AFA Representative Contract in its name as beneficiary without the participation of the VILLAGE or AFA, as applicable, and all warranties with respect to the Work, express and implied, run to the BOARD in addition to AFA and the VILLAGE. The BOARD shall be named as a dual obligee on any bonds delivered by AFA with respect to the Work. The GMP Contract and AFA Representative Contract shall be subject to the BOARD's review and approval, in its sole and absolute discretion.

(ii) The BOARD shall have the right to approve, in its sole and absolute discretion, the Engineers, Project Architect and General Contractor (as such terms are defined in the Development Agreement) retained by AFA pursuant to the Development Agreement, in accordance with District and BOARD Policies. The BOARD hereby approves the following Project Architect: _____. The General Contractor shall be a general contractor on a list of District approved general contractors provided by the BOARD.

(iii) The BOARD shall be included as an indemnified party in any indemnities from AFA in favor of the VILLAGE in the AFA Agreements. The BOARD shall be copied on all notices, in full compliance with Article XXVIII**,** including, without limitation, any default notices, sent by either the VILLAGE or AFA under the AFA Agreements, and in the event of a default, the BOARD shall be apprised of any efforts by the defaulting party to cure such default.

(iv) Any assignment by AFA of its rights and obligations under the AFA Agreements or subcontractor shall be subject to the BOARD's prior written approval, which shall not be unreasonably withheld, and shall not be deemed approved for failure of the BOARD to respond to any request for assignment. Any such assignment or subcontractor shall require an amendment to this Agreement, approved and executed by the Parties. The BOARD hereby approves PROJECT FOOTBALL, LLC., as a subcontractor.

(v) The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements as set forth in Article XXXVII of this Agreement, as those requirements may be updated, expanded or otherwise modified from time to time, in conformance with Florida Statute and BOARD Policy.

(vi) In addition to the provisions set forth in Article V(D), any audit rights in favor of the VILLAGE under the AFA Agreements shall also run to the benefit of the BOARD. The VILLAGE shall promptly provide to the BOARD all financial statements and information and books and records of AFA received by the VILLAGE pursuant to the AFA Agreements.

D. **Obligations of the VILLAGE**. Notwithstanding the existence of the AFA Agreements, the terms and provisions of this Article IV or any other provision in this Agreement to the contrary, as between the VILLAGE and the BOARD, the VILLAGE is directly and fully responsible to the BOARD for all obligations of the VILLAGE under this Agreement, including, without limitation, the payment of the Minimum Fee and the Revenue Sharing Payment, the construction and completion of the Work and the maintenance of the facilities in the LICENSED AREA in accordance with Article VIII below.

V.
CONSIDERATION

A. Minimum Fee.

(i) Subject to adjustment pursuant to subsection (iii) below, the VILLAGE shall pay to the BOARD as consideration for use and occupancy of the LICENSED AREA throughout the Term of this Agreement, in advance, an annual minimum fee (the "**Minimum Fee**"), beginning on the Effective Date, and on the anniversary of the Effective Date each year thereafter, as follows:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) below)
Year 3	$50,000.00
Year 4 through Year 10	$75,000.00
Year 11 through Year 30	$80,000.00

(ii) Notwithstanding anything to the contrary contained in this Agreement, to the extent the VILLAGE is not in default under the terms of this Agreement beyond any applicable notice and/or cure periods set forth herein, the Minimum Fee for the second (2nd) year of the Term (the "**Deferred Payment**") shall be deferred in its entirety and payable to the BOARD during years 11 through 15 of the Term, in equal annual installments payable at the same time and in the same manner as the Minimum Fee for each such year of the Term. In the event of a default by the VILLAGE beyond any applicable notice and/or cure periods set forth herein at any time during and following the second (2nd) year of the Term, in addition to any other rights and remedies under this Agreement for such default, including, without limitation as set forth in Article XVII below, the BOARD shall be entitled to demand immediate payment of the entire Deferred Payment by the VILLAGE.

(iii) In the event the VILLAGE and the BOARD agree to allow the VILLAGE to operate daytime camps serving youth in North Bay Village in the LICENSED AREA as further set forth in Article VI below (the "**Daytime Camps**") for four (4) weeks during Summer and/or Winter breaks in any given year of the Term, notwithstanding subsection (i) above, the Minimum Fee payable for such year of the Term shall be in the amounts as follows:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) above)
Year 3	$75,000.00
Year 4 through Year 10	$80,000.00
Year 11 through Year 30	$90,000.00

In the event the BOARD allows use of the LICENSED AREA for Daytime Camps during other School holidays (e.g., Spring Break and Thanksgiving), the Minimum Fee shall be increased prorata for every additional week (or portion thereof) that the LICENSED AREA is made available for such Daytime Camps (i.e., for Year 3, the Minimum Fee shall be increased by $6,250 for each

additional week; for Years 4 through 10, the Minimum Fee shall be increased by $1,250 for each additional week; and for Years 11 through 30, the Minimum Fee shall be increased by $2,500 for each additional week, in each case, prorated on a daily basis for any partial weeks).

B. Revenue Sharing Payment. In addition to the Minimum Fee, commencing on the fourth (4^{th}) year of the Term, the VILLAGE shall pay to the BOARD nine percent (9%) of the Gross Revenue (as hereinafter defined) plus fifty (50%) of any revenue paid by AFA to the VILLAGE under the Management Agreement (collectively, the "**Revenue Sharing Payment**") on a semi-annual basis. The dates on which the payment shall be due are April 1 and October 1, or the next business day after those dates if they are not business days. The Revenue Sharing Payment shall be paid in one lump sum within thirty (30) days after the end of each period. Revenue Sharing Payments due for any partial calendar term shall be prorated on a per diem basis.

C. Gross Revenue Statements. The VILLAGE shall provide a bi-annual statement within thirty (30) days after each bi-annual reporting period, which shall show all Gross Revenue and any revenue paid by AFA to the VILLAGE under the Management Agreement for the reporting period, and shall be certified to be true, complete and correct by an independent certified public accountant satisfactory to the BOARD. If such bi-annual statement shows that the VILLAGE owes a Revenue Sharing Payment, the VILLAGE shall include payment of such Revenue Sharing Payment with such statement. Such bi-annual statements shall be delivered by the VILLAGE to the BOARD in the manner specified for notices under this Agreement or to such other address which may be specified by the BOARD to the VILLAGE from time to time. If the VILLAGE shall fail to prepare and deliver any statement required hereunder, the BOARD shall have the right, in addition to any other rights and remedies under this Agreement for such failure, including, without limitation as set forth in Article XVII below, to estimate the Gross Revenue and revenue paid by AFA to the VILLAGE under the Management Agreement for any non-reported period, in the BOARD'S reasonable discretion, and bill the VILLAGE for the Revenue Sharing Payment accordingly. The BOARD reserves the right, at its option, to adjust the Revenue Sharing Payment billings when actual statements are received. In addition to the statements required herein, the VILLAGE shall provide the BOARD with any revenue statements received by the VILLAGE from AFA under the Management Agreement.

D. Audits. The BOARD may from time to time, upon at least ten (10) business days' notice to the VILLAGE, and at the BOARD'S sole cost and expense, cause a complete audit or

examination to be made of the VILLAGE'S records pertaining to this Agreement and the AFA Agreements and such books and records of AFA for all or any part of the three (3) calendar years immediately preceding such notice for the purpose of checking the accuracy of the Gross Revenue and any revenue paid by AFA to the Village under the Management Agreement. During such audit, the BOARD or its authorized representatives shall have full and free access to such records and the right to require that the VILLAGE, its agents and employees furnish such information or explanation with respect to such items as may be necessary for a proper examination and audit thereof. The VILLAGE shall share such records electronically (through a database or file share method or other electronic means) if requested by the BOARD to do so. If such audit or examination discloses that any of the VILLAGE'S statements of Gross Revenues understates Gross Revenues made during any calendar year of the Term by three percent (3%) or more, or if the VILLAGE shall have failed to furnish the BOARD any Gross Revenues statements during any calendar year or shall have failed to prepare and maintain the VILLAGE'S records as required herein, then, in addition to any other rights and remedies of the BOARD under this Agreement for each such failure, including, without limitation as set forth in Article XVII below, the VILLAGE shall pay the BOARD the cost of such audit or examination, and any deficiency in the Revenue Sharing Payments. The BOARD'S acceptance of any Revenue Sharing Payments shall be without prejudice to the BOARD'S examination, audit and other rights hereunder.

E. Gross Revenue Defined. "**Gross Revenue**" shall mean all revenue from all programs, events, rentals, sales and other activities strictly performed at the LICENSED AREA pursuant to this Agreement. If however, the Village subsidizes an event or program for the benefit of the community at a loss, this definition shall not be applicable and no fees shall be owed to the Board, fiscal evidence of the subsidized event or program for the benefit of the community operated at a loss (e.g. budgets or revenue reports) shall be made available to the Board upon request.

F. Payments. The Minimum Fee, Revenue Sharing Payment and any other payments due to the BOARD pursuant to this Agreement shall be paid by check or wire transfer, without notice, demand, deduction or setoff of any kind, when due and payable. Checks are to be paid to the BOARD and mailed to _____, Attn: _____; Wire transfers

are to be sent pursuant to BOARD instructions or by such other method and to such other place and person as the BOARD directs in writing.

G. **Delinquent Payment**. With respect to any payments required of the VILLAGE hereunder not received within fifteen (15) business days after notice of such nonpayment from the BOARD, the BOARD may charge the VILLAGE a fee equal to five (5%) percent of the delinquent payment to reimburse the BOARD for its cost and inconvenience incurred as a consequence of the VILLAGE's delinquency; provided, however, that in no event will the BOARD have to provide more than one (1) notice in any twelve (12) month period and the foregoing late fee will be assessed upon its delinquency. In no event, however, shall the charges permitted under this section or elsewhere in this Agreement, to the extent they are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

VI.

USE OF LICENSED AREA

The LICENSED AREA as identified in **Exhibit "A"** shall be used by the VILLAGE only for the operation of recreational programs sponsored, organized and supervised by the VILLAGE, by AFA pursuant to the Management Agreement for the purposes set forth therein, and by the BOARD for the School's recreational and educational programs, and for no other purposes. The VILLAGE covenants and agrees to accept the LICENSED AREA in its "as-is", "where-is" condition and basis with all faults as of the Effective Date of this Agreement, subject to all easements, covenants or other encumbrances of record. The BOARD makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the LICENSED AREA for the VILLAGE's or AFA's operations or any specific use. The VILLAGE, by executing this Agreement, agrees and acknowledges that the BOARD has made no representations whatsoever regarding the LICENSED AREA, including with respect to its environmental condition. The VILLAGE represents that it is relying and will continue to rely solely on its own investigations of the LICENSED AREA in its decision to occupy or use it, and the VILLAGE further acknowledges and agrees that the BOARD shall not indemnify the VILLAGE or AFA in any way with respect to the condition of the LICENSED AREA. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

Effective with the Commencement Date, the BOARD shall have full control, custody, right and use of the LICENSED AREA during regular school hours (as determined by the School Administrator) on regular school days during the BOARD's academic school year. In addition, the BOARD, at its sole option, shall have use of the LICENSED AREA, or portions thereof, after regular school hours as may be required for, but not limited to, practices and home games, intramural sports, summer school, special events and functions, extracurricular activities/athletics and after school programs, during which time the BOARD shall have full control, custody, right and use of the LICENSED AREA (the "**BOARD's Period of Use**"). In accordance with the licensee rights afforded to the VILLAGE under this Agreement, and in compliance with all other terms and conditions of this Agreement, effective with the Commencement Date, the VILLAGE shall have full control, custody, right and use of the LICENSED AREA on weekdays beginning at 5:30 p.m. (with a set-up period beginning at 5:00 p.m.) and ending at 11:00 p.m., and on weekends from 8:00 a.m. (with a set-up period beginning at 7:30 a.m.) to 11:00 p.m. (the "**VILLAGE's Period of Use**"). AFA shall only be permitted to use the LICENSED AREA during the VILLAGE's Period of Use. The VILLAGE shall reimburse the BOARD for the use of any supplies and/or consumable materials belonging to the BOARD and/or the School during the VILLAGE's Period of Use.

Notwithstanding the above, the School Administrator, or designee, and the VILLAGE's designee, shall meet prior to the start of each regular school year, as established through the BOARD'S approved Elementary and Secondary School Calendar ("**School Calendar**"), or as soon thereafter as possible, to review the schedule for use of the LICENSED AREA by the Parties for the upcoming school year. Such schedule shall set forth certain dates on which use of the LICENSED AREA by and through the VILLAGE shall be prohibited (e.g., testing days) (collectively, the "**Exclusion Dates**"). Such schedule of use and the exact areas of use may be modified in writing from time to time throughout the school year by mutual agreement of the Parties, or their authorized designees.

In addition to the above, the BOARD, in its sole and absolute discretion, may make the LICENSED AREA available to the VILLAGE for the operation of Daytime Camps for a total of four (4) weeks during the summer and/or winter holidays. The BOARD may also, in its sole and absolute discretion, allow the VILLAGE to operate the Daytime Camps in the LICENSED AREA during other School holidays (i.e., Spring Break and Thanksgiving). In either such event, the

VILLAGE's designee and the BOARD's Region Administrator shall meet to establish a schedule for use of the LICENSED AREA for the Daytime Camps. Such schedule may be modified in writing from time to time by mutual agreement of the Parties, or their authorized designees.

In the event the VILLAGE requires use of the LICENSED AREA for a special event or function during the VILLAGE's Period of Use or the BOARD's Period of Use, the VILLAGE shall request said use, in writing with a minimum of fifteen (15) calendar days advance notice. The foregoing provision shall apply to any special events or functions held by AFA in the LICENSED AREA. Any such events shall be subject to the BOARD's approval, in its sole and absolute discretion. Any request by the VILLAGE or AFA to use the LICENSED PREMISES for a special event or function shall state the proposed date of the event (which may not be an Exclusion Date) and shall set forth whether additional security will be needed for such event. The VILLAGE acknowledges and agrees that neither the VILLAGE nor AFA may use the LICENSED AREA for any revenue-generating events held in the community center or property owned by the VILLAGE unless all such revenue is calculated and included in the Revenue Sharing Payment payable to the BOARD and is otherwise permitted under this Agreement.

The VILLAGE, in addition to its own utilization of the LICENSED AREA, shall have the option of contracting with not-for-profit parties to use the LICENSED AREA or portions thereof to provide VILLAGE-sponsored recreational services and programs to the general public during the VILLAGE's Period of Use, subject to approval by the BOARD or designee, and provided such not-for-profit parties are not affiliates of AFA or providing funding to AFA. In that event, the VILLAGE shall submit a written request to the BOARD a minimum of fifteen (15) calendar days prior to such proposed use, with the name of the not-for-profit party, the proposed programs to be conducted by the non-for-profit party, and the proposed period and areas of use of the LICENSED AREA, for review by the North Region Office and School Administrator. In the event such request is approved in writing by the North Region Office and School Administrator, the VILLAGE shall be responsible during such use for all maintenance, clean-up, risk management, security and supervision of the LICENSED AREA and other terms and conditions set forth in this Agreement, the same as if the VILLAGE itself were utilizing the LICENSED AREA. Further, the VILLAGE shall require such entities or groups to provide liability insurance and other required insurance coverage as determined by the BOARD, naming both the VILLAGE and the BOARD as additional insureds, in accordance with the rules and regulations established from time to time by the BOARD

for use of the LICENSED AREA. As a precondition to use of the LICENSED AREA by such an entity, the VILLAGE shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the BOARD.

Use of the LICENSED AREA by for-profit parties or entities under this Agreement, except for AFA and (AFA's approved subcontractor) pursuant to the AFA Agreements, as approved by the BOARD, shall be prohibited, without the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion, and which will require compliance with all applicable laws, including, without limitation, BOARD Policy. In the event AFA intends to contract with a third-party for programming at the LICENSED AREA, such third party shall be subject to the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion and, if approved, the VILLAGE shall cause such third party to comply with all the terms and conditions of this Agreement applicable to AFA.

The use of the LICENSED AREA by the VILLAGE (or any third parties by, through or under the VILLAGE) for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited, without the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion. In no event shall fireworks be permitted in the LICENSED AREA. No animals shall be permitted in the LICENSED AREA, except for service animals as required by applicable law. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, including BOARD Policies, the VILLAGE, State, or Federal government upon the LICENSED AREA.

The sale or consumption of alcoholic beverages by any party, including, without limitation, the VILLAGE or AFA or any of their respective personnel, guests, staff, invitees, affiliates or patrons, within the LICENSED AREA or School is expressly prohibited at all times. Violation of this provision shall be deemed a material breach of this Agreement, and the BOARD may, in its sole discretion, cancel this Agreement.

The VILLAGE shall be responsible for securing and locking all perimeter and parking lot gates at the completion of the VILLAGE's daily Period of Use. The VILLAGE agrees that the LICENSED AREA shall not be used for temporary or permanent placement and use of portable toilets, storage of construction or maintenance materials, or for the storage or long-term parking of vehicles. In addition, the VILLAGE shall ensure that there are no vehicles remaining on the

LICENSED AREA, including the parking lot, at the end of the VILLAGE's daily Period of Use, and shall remove all such unauthorized vehicles stationed thereon. The VILLAGE shall remove said vehicles using all lawful means, and may post signs to facilitate same, after securing approval from the BOARD or designee.

In addition, and in conformance with the requirements of Article XXXVIII(K), the VILLAGE shall comply with all School safety and security criteria, as established by the School Administrator, and provide proper security and supervision in its use of the LICENSED AREA and maintain the LICENSED AREA safe and secure at all times during the VILLAGE's Period of Use. The VILLAGE acknowledges and agrees that the School Administrator shall have overall responsibility for the School site or operational issues impacting the LICENSED AREA and/or School site, including without limitation, building security and safety, and the VILLAGE shall comply with all such requirements and coordinate on an ongoing basis with the School Administrator to ensure the safety of students, staff, visitors, invitees and the public at all times. The VILLAGE shall promptly notify the BOARD or its designee of any and all notices or communications received by the VILLAGE from any jurisdictional entity, as well as provide notice to the BOARD of any incidents that occurred, in relation to any safety issues or law enforcement incidents on the LICENSED AREA or elsewhere on the School site. Thereafter, the VILLAGE shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with the BOARD in implementing any policies or procedures by the VILLAGE required to mitigate any further incidents in this regard. This representation by the VILLAGE shall constitute a material inducement for the BOARD to enter into this Agreement.

The Parties agree that the LICENSED AREA shall be closed from time to time to complete maintenance activities. The Parties agree that the method, scope and scheduling of any such closure shall be determined by the BOARD or designee.

Notwithstanding any other provisions of this Agreement, the VILLAGE acknowledges and agrees that the VILLAGE shall comply with Miami-Dade County Emergency Orders, as each Order may be subsequently modified or amended, as well as any other local, County, State, School Board or Federal Order currently in place or that may be implemented related to a pandemic crisis ("**Emergency Orders**") at all times during the Village's Period of Use of the LICENSED AREA. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, closure of

facilities or restrictions on maximum capacity, etc., and the VILLAGE shall provide to the BOARD sufficient documentation acceptable to the BOARD certifying compliance, at the VILLAGE's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the BOARD relating thereto. It is understood and agreed that, by virtue of accepting possession of the LICENSED AREA or continuing use and occupancy of same, the VILLAGE certifies to the BOARD full compliance therewith, and further represents and certifies to the BOARD that it shall continue to be in full compliance, at the VILLAGE's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the BOARD relating thereto, until such time as the VILLAGE notifies the BOARD otherwise in compliance with the provisions of Article XXVIII of this Agreement. Enforcement of these procedures is a condition precedent to the VILLAGE's continued use and occupancy of the LICENSED AREA under any Emergency Order or BOARD Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement.

The VILLAGE shall implement and make known to the public by way of an easily accessible means (which shall include, without limitation, by posting fliers in the LICENSED AREA), at its sole cost and expense, an online application and phone number for the public to provide any feedback and/or complaints with respect to the VILLAGE's and AFA's use and operations at the LICENSED AREA. Any such feedback and/or complaints shall be communicated by the VILLAGE to the School Administrator in a timely fashion, and the VILLAGE shall retain all responsibility to address and resolve the feedback and/or complaints, and to timely communicate its actions with respect to such feedback and/or complaints to both the individual initiating the feedback and/or complaints and the School Administrator. In addition, the VILLAGE shall provide to the BOARD and the School Administrator a monthly report listing any feedback and/or complaints and the actions taken by the VILLAGE in connection therewith.

The VILLAGE shall cause AFA, and any other third parties who use the LICENSED AREA, by, through or under the VILLAGE, to comply with the terms and provisions of this Article VI.

VII.

CONSTRUCTION ACCESS AND IMPROVEMENTS TO THE LICENSED AREA

As set forth in Article III, effective with the Effective Date of this Agreement, the BOARD does hereby grant to the VILLAGE, the right and privilege to access the LICENSED AREA, with full right of ingress thereto and egress therefrom, for the specific and limited purpose of installing new chain link fencing, a minimum of 6 feet in height within the LICENSED AREA, at the VILLAGE's sole cost and expense, as substantially depicted in **Exhibit "D"** attached hereto and made a part hereof, which work shall be a condition precedent to the VILLAGE's occupancy and use of the LICENSED AREA (the "**Fence Work**"). Subsequent to completion of construction of the Fence Work, which is a condition precedent, the VILLAGE shall also have the right to modify existing improvements within the LICENSED AREA and/or construct new improvements within the LICENSED AREA, all at the VILLAGE's sole cost and expense, as substantially depicted in **Exhibit "C-1**" attached hereto and made a part hereof (the "**Improvements**"). The Fence Work and Improvements as depicted in **Exhibit "D"** and **Exhibit "D-1"**, along with any future recreational improvements to be constructed by the VILLAGE on the LICENSED AREA are collectively referred to herein as the "**Work**"). The VILLAGE acknowledges and agrees that as part of the VILLAGE's improvements to the playfield as set forth in Exhibit "C-1", the BOARD may, at the Board's sole option, require that the VILLAGE include additional markings in the new turf soccer fields (the "**Soccer Fields**") to allow for multi-purpose use of such field by the Parties.

Construction of the Work shall commence (as evidenced by visible construction work on the LICENSED AREA and not site development work) no later than nine (9) months following the Effective Date (the "**Estimated Commencement Date**"), and the VILLAGE shall diligently and continuously pursue completion of the Work such that the Work shall be completed no later than the date which is twelve (12) months following commencement of the Work (the "**Completion Deadline**"), unless such Completion Deadline is extended by the BOARD; provided, however, that the Fence Work shall be completed within ninety (90) days following the Effective Date of this Agreement, unless otherwise agreed to by the Parties. The VILLAGE and the BOARD hereby approve the construction and phasing schedule attached to this Agreement as **Exhibit "E"** and incorporated herein for completion of the Work (the "**Construction and Phasing Schedule**"), which Construction and Phasing Schedule includes any Exclusion Dates during which

construction shall not be permitted, any critical path performance dates, and recognizes the School's use of the LICENSED AREA (and/or any portions thereof) for school activities during construction of the Work (including, without limitation, physical education activities). Upon commencement of the Work and the request of either party, the BOARD and the VILLAGE will confirm in writing the date of commencement of the Work. The Work shall be deemed completed upon the date of issuance of a Certificate of Occupancy, Certificate of Completion, or equivalent ("**CO**") by the BOARD'S Building department for the Work, which document shall be attached hereto and made a part hereof as **Exhibit "C"** (such date is referred to herein as, the "**Commencement Date**").

The VILLAGE acknowledges and agrees that as a precondition to commencing any portion of the Work, the VILLAGE shall be responsible for payment to the BOARD of the cost to be borne by the BOARD for jurisdictional plan review, permitting, and inspections related to the Work. The VILLAGE shall submit payment to the BOARD for the cost of such plan review, permitting and inspection services prior to commencement by the BOARD's consultant of such services. In addition, the VILLAGE further acknowledges and agrees that as a condition precedent to commencing any portion of the Work within the LICENSED AREA, the VILLAGE shall prepay to the BOARD _____ Percent (___%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the BOARD and VILLAGE for any design and construction activities within the LICENSED AREA. In that capacity, the BOARD shall assist the VILLAGE in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work.

All Work shall be completed by the VILLAGE, at the VILLAGE'S sole cost and expense. Any substantive change to the Work shall be approved by the BOARD. The VILLAGE acknowledges and agrees that the VILLAGE'S occupancy and use of the LICENSED AREA for purposes of constructing the Work shall not commence until the CO is issued for the Fence Work. The VILLAGE further acknowledges and agrees that the VILLAGE shall not commence use of any of the Improvements to be constructed within the LICENSED AREA until the CO is issued for the Improvements. The VILLAGE agrees that prior to the commencement of construction of any portion of the Work by the VILLAGE or its contractors, including the Fence Work, at the LICENSED AREA, the VILLAGE shall submit the site plan and plans and specifications, as required by the BOARD, for review and approval in writing by the BOARD, or its designee, which

the BOARD may approve or disapprove at its sole authority and discretion. All plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. In no event shall the site plan and/or the plans and specifications for the Work be deemed approved by the BOARD due to the BOARD's failure to respond to any requests for approval. Any and all warranties between the VILLAGE and its architect/engineer of record shall flow to the BOARD in the event of errors and omissions. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the VILLAGE shall provide evidence of same to the BOARD prior to commencement of any portion of the Work. The VILLAGE'S contractors must be pre-qualified by the BOARD, in accordance with District and BOARD Policies before commencing the Work or any construction activities on the LICENSED AREA or any other portion of the School. All Work shall be at the sole cost and expense of the VILLAGE and in compliance with all applicable laws, rules, and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and District design criteria and standards, as the same may be amended from time to time.

The BOARD'S Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the BOARD'S Building department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the VILLAGE upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and the VILLAGE shall have no authority to access any other portions of the School not part of the LICENSED AREA, except as otherwise provided for in this

Agreement or as authorized in writing by the BOARD, or its designee, in its sole discretion and on an as-needed basis.

The Work shall conform at all times to the safety criteria established with and approved by the BOARD, or its designee, and shall neither unreasonably disrupt or interfere with the BOARD'S operations at the School. The VILLAGE and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the School Administrator and assigned District Project Manager to assure the safety of the BOARD'S students, staff, visitors, invitees and the public at all times. In addition, the VILLAGE and its contractors shall work closely with the School Administrator and assigned District Project Manager to assure the Work does not interfere with or disrupt any of the School's or District's educational activities or operations, including, without limitation, School testing. The VILLAGE shall make every reasonable effort to ensure that construction related activities to be performed within the LICENSED AREA are conducted during non-School hours, and the VILLAGE'S activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event the VILLAGE requires access to the LICENSED AREA for any other reason, the VILLAGE shall first secure the approval of the School Administrator. In addition, the VILLAGE agrees to minimize noise, dust and/or odor during construction within the LICENSED AREA to the extent possible and shall work collaboratively with the School Administrator in this regard.

If the BOARD, or its designee, requests that the VILLAGE cease any work within the LICENSED AREA due to unreasonable interference to the School or otherwise or violation of any applicable rules and regulations or the BOARD'S criteria, then the VILLAGE shall immediately discontinue its activities at the LICENSED AREA, and shall proceed only after the BOARD, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized the VILLAGE to continue. In addition, the BOARD, or designee may, at its sole option, require the VILLAGE to cease construction activities during periods of School testing, in which event the VILLAGE shall immediately discontinue its activities at the LICENSED AREA, and shall proceed only after the BOARD, or its designee, has authorized the VILLAGE to continue.

The VILLAGE shall cause each and every of its contractors and subcontractors performing any work within the LICENSED AREA to indemnify, defend and hold harmless the BOARD, its

employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, the VILLAGE shall require the VILLAGE'S contractor(s) to provide the BOARD with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage and not less than $2 Million covering such claims in the aggregate, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE'S contractors and subcontractors, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the VILLAGE'S contractors and subcontractors, as required by Florida Statutes, and (4) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. The VILLAGE'S contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The VILLAGE covenants and agrees that it shall indemnify, hold harmless and defend the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by the VILLAGE within the LICENSED AREA or elsewhere on the School campus. In addition, the VILLAGE shall cause each and every of its contractors and subcontractors performing work at the LICENSED AREA (hereinafter collectively referred to as "**VILLAGE'S Contractors**", and individually as the "**VILLAGE'S Contractor**") to further covenant and agree, at the VILLAGE'S Contractors' own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from, or incidental to the VILLAGE'S Contractors performance under any contract by and between the VILLAGE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, the VILLAGE and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with VILLAGE'S Contractors to survive the cancellation, early

termination or expiration of any and all contracts by and between the VILLAGE and/or its assigns and any VILLAGE'S Contractors.

If, as a result of the VILLAGE'S actions in the performance of the Work, or failure to act, portions of the LICENSED AREA or School are damaged, in the sole opinion of the BOARD, then the VILLAGE shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. The VILLAGE shall complete the necessary repairs within thirty (30) days of receipt of written notice from the BOARD. In the event that the VILLAGE is unable to complete the repair work within said thirty (30) day period, the VILLAGE shall provide the BOARD with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If the VILLAGE fails to complete the repair work within the prescribed time frame, then the BOARD, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at the VILLAGE'S sole cost and expense. The VILLAGE covenants and agrees that it shall reimburse the BOARD for this work within thirty (30) days of receipt from the BOARD of an invoice for same, accompanied by such documentation as may be reasonably required by the VILLAGE to substantiate the nature and completeness of the work. In the alternative, the BOARD may instead place the VILLAGE in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the LICENSED AREA or School site caused by the VILLAGE or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of the BOARD'S students, staff and visitors, and requiring immediate repair, as determined by the BOARD at the BOARD'S sole discretion, the BOARD may, at the BOARD'S sole discretion, complete the necessary repairs, at the VILLAGE'S sole cost and expense.

If required by the BOARD, at the BOARD'S sole determination, prior to the start of any construction activities at the School, and irrespective of the VILLAGE'S estimate of the cost of construction of the Work, the VILLAGE shall provide to the BOARD a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the BOARD. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

The VILLAGE shall not permit any liens to be filed or attached to the LICENSED AREA or School for any reason whatsoever, including, but not limited to, as a result of the Work performed by the VILLAGE pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, the VILLAGE shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of the VILLAGE, and the VILLAGE shall cure said violation(s) within thirty (30) days of receipt thereof, at the VILLAGE'S sole cost and expense. Should the VILLAGE fail to comply with this requirement, then the BOARD may, by its own effort, cause such lien or other violations to be removed of record and cured. The VILLAGE shall be liable to the BOARD for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the BOARD.

It is expressly understood by the Parties that the VILLAGE shall not commence any of the Work or construction activities within the LICENSED AREA or at or about the School site until the BOARD, or its designee, has received all items stipulated in this Agreement and has notified the VILLAGE, in writing, as to the approved date for the start of Fence Work and/or the Improvements At the completion of any portion of the Work, the VILLAGE shall secure an inspection of the Work from the BOARD'S designee, verifying that the Work on the LICENSED AREA has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the BOARD'S designee attests to the satisfactory completion of the Work. In addition, the VILLAGE agrees that the VILLAGE or the VILLAGE'S Contractors shall restore the LICENSED AREA to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the VILLAGE. The VILLAGE shall provide to the BOARD all as-built drawings, Warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to the BOARD.

Failure of the VILLAGE to either (i) complete the Fence Work within ninety (90) days of the Effective Date, (ii) commence the Work by the Estimated Commencement Date, or (iii) complete the Work by the Completion Date, shall constitute a breach under this Agreement, and

in addition to the rights and remedies of the BOARD set forth in Article XVII of this Agreement, at the BOARD's option, may result in the automatic termination of this Agreement for cause, irrespective of Article XVII of this Agreement. In addition, the Parties acknowledge and agree that the Improvements will be completed by the VILLAGE in phases, substantially in conformance with the timeframes set forth in the Construction and Phasing Schedule**.** Failure of the VILLAGE to complete the Improvements within the timeframes set forth in the Construction and Phasing Schedule, or some other period of time as mutually agreed to by the Parties, shall constitute a breach under this Agreement, and in addition to the rights and remedies of the BOARD set forth in Article XVII of this Agreement, at the BOARD'S option, may result in the automatic termination of this Agreement for cause, irrespective of Article XVII of this Agreement. In such event, the VILLAGE covenants and agrees to restore the LICENSED AREA, at the VILLAGE'S sole cost and expense, to the same or better condition existing prior to the Effective Date of this Agreement.

In addition to the Work to be constructed by the VILLAGE as described in **Exhibit "D"** and **Exhibit "D-1"**, in the event the VILLAGE wishes to make any other improvements within the LICENSED AREA or elsewhere on the School site during the term of this Agreement ("**Additional Improvements**"), the VILLAGE shall provide the BOARD with a written request, in accordance with Article XXVIII hereof, detailing the proposed improvements to be made, which the BOARD or its designee may approve or disapprove at its sole authority. Any such Additional Improvements shall be at the sole cost and expense of the VILLAGE, and all terms of this Agreement, as it may be amended, relating to the construction and operation of the Work, shall govern the construction and operation of said Additional Improvements. Notwithstanding the foregoing, the VILLAGE acknowledges and agrees that any Additional Improvements to any other portions of the LICENSED AREA may not take place without an amendment to this Agreement in full compliance with Section 1013.15(1), F.S., specifically modifying the description and use of the LICENSED AREA.

All improvements or facilities installed, operated and maintained by the VILLAGE within the LICENSED AREA pursuant to this Agreement shall become the property of the BOARD, without compensation due to the VILLAGE, at such time as the BOARD accepts installation of same as being final and in compliance with all appropriate regulations.

The VILLAGE acknowledges and agrees that the BOARD, at its sole option, may construct recreational or educational facilities on the School site, and maintain equipment related to the construction of any such facilities thereon, at such time as the BOARD determines such a need. The BOARD shall notify the VILLAGE of its intent to construct such facilities.

VIII.

MAINTENANCE AND CUSTODIAL SERVICES

The VILLAGE shall be responsible, at its sole cost and expense, for providing all maintenance, repair, replacement and upkeep of the LICENSED AREA, including, without limitation, the Soccer Fields, at the VILLAGE's sole cost and expense, including any improvements now located or to be constructed thereon, as is necessary to keep the same in a good, safe and code-compliant condition at all times, with the exception of the mowing the lawn in the LICENSED AREA which shall remain the responsibility of the BOARD.

Notwithstanding the above or any other provisions of this Agreement, the VILLAGE shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, under any Emergency Order or BOARD Policy relating thereto, during the Village's Period of Use, at the VILLAGE's sole cost and expense. Enforcement of these procedures is a condition precedent to the VILLAGE's continued use and occupancy of the LICENSED AREA under any Emergency Order or BOARD Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement.

During the VILLAGE's Period of Use, the VILLAGE shall be responsible for providing all custodial or janitorial services in the LICENSED AREA, including, without limitation, pick-up and removal of trash and litter within the LICENSED AREA generated during the VILLAGE's Period of Use. During the BOARD's Period of Use, the BOARD shall be responsible for providing all custodial or janitorial services to in the LICENSED AREA, including, pick-up and removal of trash and litter within the LICENSED AREA generated during the BOARD'S Period of Use. All such maintenance and custodial/janitorial services, whether provided by, through or under the VILLAGE or the BOARD shall be in accordance with the BOARD's standards, operating procedures and frequency of service.

IX.

INSURANCE

The VILLAGE shall, on or before the Effective Date of this Agreement, and all times during the Term of this Agreement, provide the BOARD with confirmation of the VILLAGE'S self-insurance program in a form and substance acceptable to the BOARD or its designee, or, in the alternative, proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage and not less than $2 Million covering such claims in the aggregate, provided, however, that following the completion of the Work, such Commercial General Liability Insurance shall be in an amount not less than $2 Million combined single limit per occurrence for bodily injury and property damage and not less than $5 Million covering such claims in the aggregate, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the VILLAGE as required by Florida Statutes and (4) during construction of the Work, Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. In addition to the foregoing, following completion of the Work, the VILLAGE shall maintain the following insurance and provide proof thereof to the BOARD: "all-risk" or "special form" property insurance covering all of the Improvements in the LICENSED AREA and the VILLAGE's personal property in, on or at the LICENSED AREA, including, without limitation, any trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages held by the VILLAGE, AFA and any other party as required herein except Workers' Compensation Insurance. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida. Proof of coverage shall be provided to the BOARD on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the BOARD on or before the Effective Date of this Agreement, and shall remain in full force and effect during the

term of this Agreement, and the VILLAGE shall furnish to the BOARD, without demand, evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy. The VILLAGE shall also cause AFA to carry the insurance policies required to be maintained by this Article IX and provide proof of such insurance to the BOARD. Additionally, during construction of the Work, any contractor and subcontractor performing the Work shall carry, at such contractor or subcontractor's sole cost and expense, the insurance policies required to be maintained by this Article VII. The VILLAGE shall cooperate with the BOARD in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by the VILLAGE, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

X.

UTILITIES AND OTHER SERVICES

In the event the VILLAGE utilizes, constructs or causes to construct any improvements requiring utility service, including any existing improvements now located within the LICENSED AREA, as determined by the BOARD, the VILLAGE shall be responsible for installation and payment of any and all such utilities including, but not necessarily limited to electricity, field lighting, parking lot lighting, potable and irrigation water, sewer, storm water, trash and garbage. The VILLAGE shall install separate services and/or meters in its name and shall pay for such services at its sole cost and expense.

In addition, the VILLAGE shall secure all necessary jurisdictional approvals, and assume any and all liability related to the maintenance, repair and replacement of water/sewer facilities, known or unknown, located on the LICENSED AREA, including two (2) existing utility easements, or any other utility easements now located or to be located on the LICENSED AREA or School Site, generated or impacted as a result of the Work. The BOARD shall have no liability for the ongoing operation and use of the improvements to be constructed by the VILLAGE under this Agreement, or ongoing operations of the School, or replacement thereof necessitated by such activities, and for the impact on the VILLAGE's use of the LICENSED AREA during any interruption of said use. In the event maintenance, repair or replacement of such water/sewer or other facilities impacts any portion of the improvements to be constructed by the VILLAGE under this Agreement, the VILLAGE shall be responsible, at the VILLAGE's sole cost and expense, for

repair or replacement of said improvements in full compliance with rules, regulations, terms and conditions which may be imposed by the applicable jurisdictional entity and the BOARD.

The VILLAGE shall notify the BOARD in a timely manner of any utility agreements requiring the approval and/or joinder of the BOARD as property owner. The BOARD will cooperate as necessary, subject to review and approval of any such agreements or documents by the BOARD or its designee, in its sole authority and discretion. It is understood and agreed that the BOARD shall not execute any agreements, other than joinders which shall be deemed strictly as evidence of consent of property owner and without any responsibility or liability whatsoever thereunder. The foregoing includes, but it is not limited to WASD Agreements and any off-site improvements which may be required by any jurisdictional agency.

XI.

INDEMNIFICATION AND HOLD HARMLESS

The VILLAGE does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the VILLAGE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the VILLAGE arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the VILLAGE and the acts or omissions of AFA. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless the VILLAGE, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed

to indemnify the VILLAGE from any liability or claim arising out of the negligent performance or failure of performance of the VILLAGE and the acts or omissions of AFA, or as a result of the negligence of any unrelated third party.

The VILLAGE agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to performance under this Agreement, and to cause AFA and each and every of the VILLAGE's Contractors to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to any construction costs and expenses for improvements made by the VILLAGE, AFA, and/or the VILLAGE's Contractors.

The VILLAGE agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to the AFA Agreements, the VILLAGE's dealings with AFA and AFA's use of the LICENSED AREA. The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement.

XII.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever.

XIII.

LIABILITY FOR DAMAGE OR INJURY

The BOARD shall not be liable for any damage or injury which may be sustained by the VILLAGE, AFA or any persons on or about the LICENSED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the BOARD, its agents, representatives or employees, and in such event the BOARD'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The VILLAGE shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the LICENSED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the VILLAGE or the

actions or omissions of AFA, and their respective agents, representatives or employees, and in such event the VILLAGE'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. The VILLAGE shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

XIV.

ASSIGNMENT AND SUBLETTING

Except as otherwise preapproved in this Agreement, the VILLAGE shall not, at any time during the term of this Agreement, sublet in part or whole the LICENSED AREA, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or, except for AFA under the AFA Agreements, allow any other individual or entity to operate or manage the LICENSED AREA, or permit the LICENSED AREA to be occupied by other persons, firms, corporations, or governmental units, without the BOARD'S prior written consent, which may be withheld at the BOARD'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XV.

TERMINATION OF AFA AGREEMENTS

In the event the AFA Agreements are terminated, the VILLAGE shall provide written notice to the BOARD, as set forth in Article XXVIII, within five (5) days of such termination. In such event, the BOARD shall have the right to immediately terminate this Agreement upon written notice to the VILLAGE; the VILLAGE shall remain liable for the construction and completion of the WORK and the VILLAGE's maintenance obligations as set forth in this Agreement, at the VILLAGE's sole cost and expense. The VILLAGE shall have the right to contract with a replacement entity to construct the Work and operate or manage the LICENSED AREA in accordance with this Agreement. Such replacement entity and any agreements for the development and/or management of the LICENSED AREA between the VILLAGE and such replacement entity shall be subject to the BOARD's written approval, in its sole and absolute discretion, and the provisions of this Agreement applicable to AFA shall apply to such replacement entity.

XVI.

CANCELLATION

In addition to the provisions of Article XVII and Article XX, at any time following the date which is seven (7) years following the Effective Date, the BOARD shall have the right to cancel the Agreement, in whole or in part, with six (6) months advance written notice to the VILLAGE, if the BOARD determines that the LICENSED AREA, in whole or in part, is needed for educational or other purposes, as determined by the BOARD in its sole discretion. In the event the BOARD cancels this Agreement as a result of the BOARD determining that the LICENSED AREA is needed for educational or other District purposes pursuant to this Article XVI after the seventh (7th) anniversary of the Effective Date, the Parties agree to utilize best efforts to enter into a new Joint Use Agreement, which will permit use of an amended Licensed AREA for the remainder of the term provided for in Article III, if possible. At minimum, the Village shall have access to the walking path for at least 15 years.

The Parties acknowledge and agree that any material breach of this Agreement may result in the immediate cancellation of this Agreement, irrespective of Article XVII of this Agreement.

XVII.

DEFAULT

The BOARD shall notify the VILLAGE in writing regarding the VILLAGE'S failure to perform or to comply with the terms and condition of this Agreement. If the VILLAGE breaches its obligations to pay the Minimum Fee, the Revenue Sharing Payment and any other sum due to the BOARD under this Agreement and the breach continues for fifteen (15) business days after receiving written notice from the BOARD specifying such breach, then, in addition to any other right or remedy given hereunder, at law or in equity for such breach (all of which shall be cumulative), the BOARD shall have the immediate right to terminate this Agreement, without penalty, by written notice to the VILLAGE. If the VILLAGE is in breach of any non-monetary obligation of the VILLAGE under this Agreement and the VILLAGE fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the VILLAGE'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, then, the BOARD shall have the following rights and

remedies, all of which shall be cumulative and in addition to any other right or remedy given hereunder or available at law or in equity: (i) terminate this Agreement, without penalty, upon ten (10) days additional written notice to the VILLAGE, (ii) seek the equitable remedy of specific performance; provided, however, that if the equitable remedy of specific performance is impracticable or otherwise unavailable, then the BOARD shall have the right to pursue an action to recover the BOARD's damages against the VILLAGE, or (iii) perform the obligations of the VILLAGE, including, without limitation, completing the Work, whereupon the VILLAGE shall be obligated to reimburse the BOARD for the costs so incurred by the BOARD. In the event the BOARD elects to complete the Work as provided in (iii) above and the AFA Agreements are in effect, the BOARD may elect, but is not required, in its sole and absolute discretion, to allow AFA to continue to complete the Work. The Village and AFA shall require, in their construction contracts with contractor(s), a provision for liquidated damages since it is not possible to ascertain damages at this time. Any liquidated damages imposed in regard to Board owned property shall be paid to the School Board, liquidated damages imposed in regard to Village property shall be paid to the Village.

The VILLAGE shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the VILLAGE with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the VILLAGE shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

In the event of termination due to default by either Party, which default is not cured, the VILLAGE shall surrender and vacate the LICENSED AREA in compliance with Article XXI of this Agreement.

XVIII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peaceably have, hold and enjoy the LICENSED AREA, without hindrance or interference by the other Party.

XIX.

RIGHT OF ENTRY

Other than in the event of an emergency and subject to the provisions of Article XXXI, after first providing reasonable notice to the VILLAGE, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the LICENSED AREA during the VILLAGE's Period of Use to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the LICENSED AREA, provided such activities do not unreasonably interfere with the VILLAGE'S use of the LICENSED AREA.

XX.

TAXES AND REGULATORY COMPLIANCE

The VILLAGE shall be responsible for the collection and payment of any taxes, fees, operating permits, licenses, or other assessments, if any, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes, which may be imposed on the LICENSED AREA or the School, as a result of the license, use, and occupancy of the LICENSED AREA by the VILLAGE or any other party by, through or under the VILLAGE.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the VILLAGE'S license, use or occupancy of the LICENSED AREA, the VILLAGE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, including any upgrades, modifications or changes, at the VILLAGE'S sole cost and expense.

Non-compliance with the provisions of this Article XX shall be deemed a material breach of this Agreement.

XXI.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the VILLAGE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the LICENSED AREA to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The VILLAGE shall promptly remove all of the VILLAGE'S personal property and other items

belonging to the VILLAGE from the LICENSED AREA, including any signage installed by the VILLAGE (and, in each case, any third-parties using the LICENSED AREA by, through or under the VILLAGE). In addition, upon the expiration, cancellation or termination of this Agreement, the VILLAGE agrees, at the BOARD'S sole option, to remove any improvements or other facilities constructed by the VILLAGE on the LICENSED AREA, and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement.

The VILLAGE shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the LICENSED AREA. Any of the VILLAGE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXII.

AMENDMENTS

In addition to the requirements set forth elsewhere in this Agreement, the BOARD and VILLAGE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Agreement. Such amendments shall be effective only when signed by the BOARD and VILLAGE and shall be incorporated as part of this Agreement in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S.

XXIII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the LICENSED AREA. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the LICENSED AREA by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIV.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXVI.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVII.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the VILLAGE. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVIII.

NOTICE AND GENERAL CONDITIONS

A. As set forth elsewhere in this Agreement, any correspondence between the VILLAGE and AFA dealing with notice(s) of default, are to be timely provided to the BOARD. Additionally, all notices or communications under this Agreement by either Party to the other ("**Notice**"), shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable

overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400
Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and
jiafelice@dadeschools.net

In the case of notice or communication to the VILLAGE:

_____
_____
_____
Attn:_____
Fax:_____
E-mail:_____

With a copy to:

_____
_____
_____
Attn:_____
Fax:_____
E-mail:_____

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any consent and/or approval of any documents and/or agreements that require the BOARD's consent and approval pursuant to this Agreement and all approvals or waivers required by the Agreement dealing with construction of improvements, changing periods or schedules of use, authorizing use of the LICENSED AREA by a not-for-profit entity, or any other routine operational issues.

D. In addition to the above, for purposes of the Agreement, the Superintendent of Schools shall be the party designated by the BOARD to execute amendments to this Agreement, and to grant or deny any approvals required by the Agreement, including placing the VILLAGE in default, and canceling or terminating the Agreement, as and to the extent authorized to do so pursuant to the resolutions and recommendations of the members of the BOARD authorizing this Agreement or any amendment hereto.

E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "**Day**" or "**day**" as used in this Agreement shall be defined as calendar day, unless otherwise provided. References to "**Holidays**" and "**holidays**" in this Agreement shall refer to the holidays and/or breaks as set forth in the School Calendar. Counsel for the BOARD and Counsel for the VILLAGE may deliver Notice on behalf of the BOARD and the VILLAGE, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXIX.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the VILLAGE or BOARD, in the event the LICENSED AREA, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the LICENSED AREA is rendered untenantable or unfit for the purposes intended, the VILLAGE shall be obligated to repair or replace the damaged/destroyed facilities to the same condition or better than as previously existed prior to the casualty, at the VILLAGE's sole cost and expense. The VILLAGE shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the BOARD may, at its sole option, place the VILLAGE in default. Notwithstanding this requirement, the BOARD, at its sole option, may elect to cancel the Agreement, or allow the VILLAGE to cancel the Agreement, provided the VILLAGE places the improvements in a safe and secure condition prior to the effective date of cancelation.

Any damage or destruction sustained to all or portions of the LICENSED AREA that can be substantiated as having been caused as a result of the actions of one Party shall be repaired by such Party at such Party's sole cost and expense. In that event, the responsible Party shall cause the damaged/destroyed facilities to be repaired or replaced, and placed to the same condition or better than as previously existed prior to the damage or destruction within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the other Party may, at its sole option, place the Party responsible for the repairs in default. The VILLAGE shall be responsible under this Article XXIX for any damage caused by, through or under AFA. Additionally, the VILLAGE shall repair any vandalism to the LICENSED AREA and/or School during the VILLAGE's Period of Use. The VILLAGE shall also be required

to reimburse the BOARD for any required overtime costs for BOARD personnel due to any damage to the LICENSED AREA and/or School during the VILLAGE's Period of Use.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the Parties shall surrender the LICENSED AREA in compliance with Article XX of this Agreement.

XXX.

SIGNAGE

The VILLAGE may erect, at its sole cost and expense, identification signage within the LICENSED AREA, subject to the prior written approval of the BOARD, or its designee, and in conformance with all rules and regulations governing public schools.

Upon the termination, expiration or cancellation of this Agreement, the VILLAGE shall remove from the LICENSED AREA, at the VILLAGE'S expense, any signage erected by, through or under the VILLAGE, and restore the area to the same or better condition as existed prior to the installation of such signage.

XXXI.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the School or LICENSED AREA, or arising from the VILLAGE's and AFA's use or occupancy of the LICENSED AREA, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the LICENSED AREA. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the LICENSED AREA, or that arises at any time from use or occupancy of the LICENSED AREA.

The VILLAGE shall not cause or permit to occur: (a) any violation of any Environmental Law in the LICENSED AREA, or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the LICENSED AREA, or the transportation to or from the LICENSED AREA of any Hazardous Substance.

The VILLAGE shall, at the VILLAGE'S expense, comply with all applicable Environmental Laws with respect to the LICENSED AREA and School, and shall be responsible under this Article XXXI for compliance with Environmental Laws by, through or under AFA. The VILLAGE shall, at the VILLAGE's own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the LICENSED AREA during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by, through or under the VILLAGE with respect to the LICENSED AREA or School, then the VILLAGE shall, at the VILLAGE'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The VILLAGE shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the LICENSED AREA or elsewhere on the School site, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding the VILLAGE's use, generation, storage, transportation or disposal of Hazardous Substances in or at the LICENSED AREA.

The obligations and liability of the Parties under this paragraph shall survive the expiration or termination of this Agreement.

XXXII.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The VILLAGE shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXIII.

SUBORDINATION

Notwithstanding any other provisions of this Agreement, this Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases, and the rights of the School and the rights of the BOARD under those leases and to all financing that may now or hereafter affect the leases or the School, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the VILLAGE shall execute, within thirty (30) calendar days of receipt, any certificate that the BOARD may request.

XXXIV.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The PARTIES understand the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The PARTIES shall keep and maintain public records required to perform the service. The PARTIES shall keep records to show its compliance with this Agreement. The PARTIES' contractors and subcontractors must make available, upon request of a Party, or a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the PARTIES or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from either PARTY, the PARTIES shall provide a copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The PARTIES 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 term of this Agreement and following the expiration or early termination or cancellation of this Agreement. The PARTIES, their assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The PARTIES, upon completion of the Agreement, shall

maintain public records required by to perform the service. The PARTIES shall meet all applicable requirements for retaining public records. **IF THE VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prradadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.**

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____.

XXXV.

USE OF FACILITY AS A REVENUE GENERATOR

Except as otherwise expressly permitted by this Agreement, the BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with BOARD Policies, relating to the LICENSED AREA, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the VILLAGE's rights to peaceful enjoyment of the LICENSED AREA.

XXXVI.

REPRESENTATIONS

The VILLAGE has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the VILLAGE of its obligations under this Agreement, have been duly authorized by all necessary action of the VILLAGE, and do not contravene or conflict with any rules, regulations, policies or laws governing the VILLAGE, or any other agreement binding on the VILLAGE. The individual(s) executing this Agreement on behalf of the VILLAGE has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing

the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXVII.

BACKGROUND SCREENING REQUIREMENTS AND COMPLIANCE WITH SCHOOL CODE

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, Board Policies 6320 and 8475, as amended from time to time, the VILLAGE agrees that the VILLAGE and AFA and all of their respective employees, agents, contractors, and subcontractors who provide or may provide services under this Agreement, including without limitation, any not-for-profit entity as outlined in Article VI of this Agreement, will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and Board Policies prior to entering or providing services relating to the LICENSED AREA.

Additionally, the VILLAGE agrees that each of the VILLAGE's and AFA's employees, representatives, agents, subcontractors or suppliers who are permitted access on the LICENSED AREA when students are present, who have direct contact with students or who have access to or control of School funds must meet level 2 screening requirements as described in the above-referenced Statutes and BOARD Policies.

Pursuant to the 2007 amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this Agreement that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. The VILLAGE will not be charged for this search. Further, upon obtaining clearance by the BOARD,

if BOARD deems necessary, BOARD will issue a photo identification badge which shall be worn by the individual at all times while on the LICENSED AREA when students are present.

The VILLAGE agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. The VILLAGE agrees to require all its affected employees to sign a statement, as a condition of employment with the VILLAGE in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the VILLAGE/Employer of any arrest(s) or conviction(s) of any offense enumerated in BOARD Policies 6320 and 8475 within 48 hours of its occurrence. The VILLAGE agrees to provide the BOARD with a list of all of the VILLAGE's and AFA's employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. The VILLAGE agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The VILLAGE further agrees to notify the BOARD immediately upon becoming aware that one of its or AFA's employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by the VILLAGE to notify the BOARD of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for the BOARD, at its sole option, to place the VILLAGE in default.

The Parties further agree that failure by the VILLAGE to perform any of the duties described in this Article XXXVI shall constitute a material breach of the Agreement entitling the BOARD, at its sole option, to place the VILLAGE in default.

XXXVIII.

MISCELLANEOUS PROVISIONS

A. RECORDATION: This Agreement may not be recorded by either Party.

B. EMINENT DOMAIN: If all or portions of the LICENSED AREA are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The VILLAGE may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.

C. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

D. BROKERS: The VILLAGE and Board both represent that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement.

E. PROMOTION: Other than activities undertaken to promote program(s) within the LICENSED AREA, the LICENSED AREA shall not be used for promotion or advertising of any type or nature whatsoever. Additionally, the BOARD retains the right at all times to require promotional initiatives or advertising by either the VILLAGE or AFA to be terminated or significantly modified, if the BOARD, in its sole determination, advises the VILLAGE that such promotional material is not in the BOARD's best interest or violates BOARD Policy in any way.

F. USE APPROVALS: The VILLAGE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the VILLAGE's use and operations at the LICENSED AREA, prior to commencement of the Agreement.

G. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement. Signatures transmitted via electronic means shall be deemed original signatures for all purposes hereunder.

H. TAX-EXEMPT STATUS: In addition to the provisions of Article XX of this Agreement, the VILLAGE acknowledges and agrees that in the event the tax-exempt status of the LICENSED AREA or School is rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or license of same pursuant to this Agreement, payment of any taxes or assessments imposed as a result thereof shall be remitted by the VILLAGE to the BOARD within ten (10) days of receipt of notice, without demand.

I. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of either Parties sovereign immunity.

J. SECURITY AND SUPERVISION: Notwithstanding any other provision of this Agreement, the VILLAGE acknowledges and agrees that it shall work through the District's Police

Department to secure the services of one or more off-duty District Police Officers (with the quantity of District Police Officers as established by the BOARD or designee), at the VILLAGE's sole cost and expense, to provide proper supervision and security of the LICENSED AREA at all times during the VILLAGE's Period of Use as further outlined in Article VI of this Agreement and during any other times in which the VILLAGE is permitted to use the LICENSED AREA pursuant to this Agreement. The VILLAGE shall require that AFA employ off-duty District Police Officers for security services under the AFA Agreements. Notwithstanding this requirement, the District's Police Department may elect, from time to time, to allow the VILLAGE to utilize sworn Police Officers other than District Police Officers to meet the VILLAGE's security and supervision obligations under this Agreement.

In addition to securing the service of one or more off-duty District Police Officers and complying with any and all Emergency Orders, as set forth above, the VILLAGE shall provide proper supervision of the LICENSED AREA using trained and qualified personnel, and keep the LICENSED AREA safe and secure at all times during the VILLAGE's use of the LICENSED AREA. The LICENSED AREA shall be attended at all times during the VILLAGE's and/or AFA's use of the LICENSED AREA, at the VILLAGE's sole cost and expense, by such personnel as are required to comply with the terms of this Agreement, and to maintain the LICENSED AREA safe and secure.

The VILLAGE acknowledges and agrees that the BOARD, at its sole option, may require the VILLAGE or AFA to increase, augment or modify the supervision and security provisions, including those dealing with quantity and placement of security personnel including off-duty District Police Officers, means and methods of vehicle parking, and pedestrian ingress/egress to the LICENSED AREA, and failure to meet these requirements shall be deemed a material breach of the Agreement.

The VILLAGE shall promptly notify the BOARD or its designee of any and all notices or communications received by the VILLAGE from any jurisdictional entity related to any health and safety issues or law enforcement incidents that occurred on or near the LICENSED AREA during the VILLAGE's and/or AFA's use of the LICENSED AREA. Thereafter, the VILLAGE shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with the BOARD in implementing any policies or procedures by the VILLAGE or AFA required to mitigate any further incidents in this regard.

References to the District Police Officers in this subsection K. shall mean Police Officers who serve on behalf of Miami-Dade County Public Schools.

K. STORMWATER EVALUATION. The BOARD and the VILLAGE shall continue to evaluate potential stormwater improvements within the LICENSED AREA, which would help mitigate flooding within the surrounding area and the School, which stormwater improvements, if agreed to by the Parties, shall be considered part of the Work for all purposes under this Agreement and shall be constructed by the VILLAGE, at its sole cost and expense.

L. FORCE MAJEURE. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 10 business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 60 days following Notice given by it, the other Party may thereafter terminate this Agreement upon Notice.

XXXIX.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the VILLAGE.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the BOARD and VILLAGE have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO THE BOARD:

_____
Print Name: _____

_____
Print Name: _____

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Jose L. Dotres
Superintendent of Schools
Date: _____

RECOMMENDED

_____
Raul F. Perez
Chief Facilities Design & Construction Officer
Date:

TO THE BOARD: APPROVED AS TO RISK MANAGEMENT ISSUES:
Office of Risk and Benefits Management

_____
Risk and Benefits Officer
Date: _____

TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
School Board General Counsel
Date: _____

TO THE BOARD: APPROVED AS TO TREASURY MANAGEMENT ISSUES:
Office of Treasury Management

_____
Treasurer
Date: _____

WITNESSES AS TO THE VILLAGE:

_____
Print Name: _____

_____
Print Name: _____

VILLAGE:
NORTH BAY VILLAGE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
VILLAGE Clerk
Date: _____

TO THE VILLAGE: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Village Attorney
Date: _____

EXHIBIT "A"
TO
JOINT USE AGREEMENT

LICENSED AREA

[consisting of __ pages, including this title page]

EXHIBIT "B"
TO
JOINT USE AGREEMENT

DRAFT AFA AGREEMENTS

EXHIBIT "C"
TO
JOINT USE AGREEMENT

CERTIFICATE OF OCCUPANCY, CERTIFICATE OF COMPLETION OR EQUIVALENT

[consisting of __pages, including this title page]

[to be attached upon completion of the Work and issuance of same by the BOARD]

EXHIBIT "D"
TO
JOINT USE AGREEMENT

FENCE WORK

[consisting of __ pages, including this title page]

EXHIBIT "D-1"
TO
JOINT USE AGREEMENT

IMPROVEMENTS

[consisting of __ pages, including this title page]

Capital Investments: A $5.5 million capital investment by the Village will be made in the first year of the Agreement. The Village shall fund the legal costs and also the design of the improvements;

- Village funds repainting of TIES school buildings;
- Village funds one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;

Programmatic Considerations: AFA will enhance the TIES after-school program with soccer programming;

- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;

[The Parties acknowledge and agree that prior to commencement of construction of any of the Improvements, the VILLAGE shall provide the BOARD with a site plan depicting the Improvements in conformance with the exhibit renderings attached to this Agreement as Exhibit "C-1", which site plan, as approved by the BOARD, shall thenceforth be attached to this Agreement as Exhibit "C-1".]

EXHIBIT "E-2"
TO
JOINT USE AGREEMENT

CONSTRUCTION AND PHASING SCHEDULE

[consisting of __ pages, including this title page]

EXHIBIT "A" - LICENSED AREA

