NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, July 28, 2026 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)
Zoom Meeting ID: 891 2658 3746

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 join 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-served basis and space is limited. Doors will open 30 minutes before the meeting start time.
To Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the Meeting via Zoom: Zoom Meeting ID: 891 2658 3746
Listen via Telephone to the 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.

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.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled, who need special accommodations to participate in this meeting because of that disability, should contact the office of the Village Clerk at 786-756-7171 no later than five days prior to such proceeding. To request this material in an accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any Village-sponsored proceeding, please contact 305-756-7171 five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

In accordance with the provisions of Section 286.0105, Florida Statutes, anyone wishing to appeal any decision made by the 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. A complete agenda packet is also available on the village website at www.northbayvillage-fl.gov

Have questions or need additional information? E-mail: villageclerk@nbvillage.com or 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)
Zoom Meeting ID: 891 2658 3746
Tuesday, July 28, 2026
6:00 PM

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

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

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

2. Order of Business

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

4. Open Forum

5. Approval of Commission Minutes

5.A. Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang

*** May 19, 2026 - Regular Commission Meeting**
*** June 23, 2026 - Budget Workshop**
05.19.2026 Draft Minutes .pdf
06.25.2026 Draft Minutes.pdf

6. Advisory Board Minutes/Written Reports.

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

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

9.A. Code Compliance Report (June 2026)
April 2026 CM-Code Report.pdf
May 2026 CM-Code Report.pdf
June 2026 CM-Code Report.pdf

9.B. Traffic Enforcement Report (June 2026)
Monthly Traffic Report (June 2026).pdf

9.C. Community Engagement Report (June 2026)
Community Engagement Report May 2026.pdf

10. Village Clerk's Report

10.A. Village Clerk Report for June 2026
PRR Log June 2026.pdf

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

11.A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MIAMI BEACH RELATING TO THE CULTURE CRAWL TROLLEY PROGRAM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission ratify the Memorandum of

Understanding with the City of Miami Beach relating to the Culture Crawl Trolley Program.

Resolution Ratifying Miami Beach MOU Culture Crawl Trolleys.DOCX
Resolution 2024-33121 - City of Miami Beach Letter of Intent.pdf
MOU Cultural Crawls Trolley Program MOU.pdf
CMB Resolution - Cultural Crawls Trolley Program MOU.pdf

11.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SELECTION OF MIA83 LLC AS THE CONCESSIONAIRE FOR THE CAFÉ AT THE BRENT W. LATHAM COMMUNITY CENTER; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE SUCH AGREEMENTS AS MAY BE NEEDED; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the selection of MIA83 Hospitality Group as the concessionaire of the café at the Village's Community Center and authorize the Village Manager to negotiate and execute such agreements and documents as may be needed to implement the Commission's approval.

Resolution Approving Selection of PFL Cafe Operator.DOCX
Exhibit A-Cafe Operator Pitch - NBV Project.pdf

11.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE UNIVERSITY OF MIAMI CENTER FOR URBAN & COMMUNITY DESIGN FOR THE TREASURE ISLAND SPONGE PARK STUDIO COLLABORATION PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the Village's participation in the University of Miami Center for Urban & Community Design interdisciplinary collaboration for the development of the Treasure Island Sponge Park and authorize the Village Manager to execute all necessary documents. Further authorize the allocation of $23,500 from the Stormwater Bond to fund the proposed scope of work, including the community workshop, concept development, schematic design, and feasibility analysis as outlined in the attached proposal.

Resolution - TI Sponge Park Project.DOCX
Exhibit A-UM â€“ Treasure Island Sponge Park Project.pdf
TI Stormwater Park Concept Presentation.pdf
Budget Amendment-Treasure Island Sponge Park.pdf

11.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR PHASE 1 OF THE VILLAGE'S OUTFALL VALVES IMPROVEMENT PROJECT; RATIFYING A GRANT AGREEMENT WITH FDEP (L0287); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission adopt the Resolution accepting the state appropriation and ratifying the grant agreement with the Florida Department of Environmental Protection.

Resolution - State Appropriation Outfall Valves Phase 1.DOCX
Exhibit A - L0287 Original Grant Agreement executed.pdf

11.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. 09 TO ARDURRA GROUP, INC. FOR OUTFALL VALVE UPGRADE PHASE 1 PROJECT MANAGEMENT AND ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED $18,900; AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (CIP DIRECTOR ROGER HOGG)

It is recommended that the Village Commission authorize work order #09 for the Outfall Valve upgrade assistance and a budget amendment to increase Stormwater Fund revenues by $125,000 from State Appropriations and increase Stormwater Fund expense by $125,000 to support Stormwater Improvements. These additions ensure proper accounting and authorization of the newly awarded appropriation.

Resolution Granting WO 9 To Ardurra For Stormwater Valves.DOCX
Exhibit A-WO Outfall Valves Upgrade_Ph1.pdf
Exhibit B-Budget Amendment-Stormwater.pdf
L0287 Kickoff Meeting Minutes Notes.docx

11.F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR CONSTRUCTION WITH CHIN DIESEL, INC. FOR SITE PREPARATION WORK RELATING TO THE VILLAGE HALL/PUBLIC SAFETY COMPLEX AND MIAMI-DADE COUNTY FIRE STATION NO. 27 IN AN AMOUNT NOT TO EXCEED $249,450; WAIVING COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission adopt the proposed resolution.

Resolution Chin Diesel - Site Preparation -Village Hall.DOCX
Ex A t - Chin Diesel - Village Hall Prep Work.PDF

12. First Reading of Ordinances

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

13. Public Hearings

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

13.A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JONATHAN OFFERMAN TO PERMIT A CARPORT AT THE PROPERTY LOCATED AT 1441 S TREASURE DR (FOLIO NO. 23-3209-009-0610) WITH A FRONT SETBACK OF NINETEEN (19) FEET WHERE TWENTY (20) FEET IS REQUIRED AND WITH A SIDE (INTERIOR) SETBACK OF THREE (3) FEET ONE (1) INCH WHERE SEVEN AND ONE-HALF (7.5) FEET IS REQUIRED; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

Based on the above, Staff finds that the variance request does not meet all seven criteria required under Sec. 7.3.C and recommends **denial** of the variance. On July 1, 2026, the Planning and Zoning Board voted 3-1 to recommend approval of the variance with conditions as stated in the staff report.

Staff Report_1441 S Treasure Drive Carport Setbacks.docx
1 - Boundary Survey.pdf
2 - Applicant Responses to Variance Criteria.pdf
3 - Current Condition Photographs.pdf
4 - Examples of Existing Carports.pdf
6 - Resolution - 1441 S Treasure Dr_Carport Variance.docx
5 - Proof of Mailed Notice - 1441 S Treasure Dr.pdf
Notice of Public Hearing - MDC Legal Ads 06.15.2026.pdf
Notice of PH- 1441 S Treasure Dr 6.12.26.pdf
Notice of PH - MDC Legals Ads.pdf

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.A. Discussion of the Village Proposed Budget for 2026/2027 Fiscal Year - Village Manager, Frank Rollason

Discuss the proposed FY 2027 Budget, provide direction on the Village Manager's recommended and optional budget items, establish the proposed FY 2027 operating millage rate and debt service millage rate, and direct staff to certify the proposed millage rates to the Miami-Dade County Property Appraiser in accordance with the Truth in Millage (TRIM) requirements.

FY2026-2027 Proposed Budget.pdf

FY 2027 Budget - Operating Millage Rate.pdf

14.B. A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE VILLAGE'S PROPOSED MILLAGE RATE AND ROLLED-BACK RATE COMPUTED PURSUANT TO SECTION 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME AND PLACE AT WHICH THE FIRST AND SECOND PUBLIC BUDGET HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2026-2027; DECLARING THE PROPOSED DEBT-SERVICE MILLAGE RATE; DIRECTING THE VILLAGE CLERK AND VILLAGE MANAGER TO FILE THIS RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AUTHORIZING THE VILLAGE MANAGER TO CHANGE BUDGET HEARING DATES, IF NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve the proposed millage rate, debt service millage rate, and dates, times, and places of the budget hearings.

Resolution Propose Millage Rate and Budget Hearing Dates .DOCX

Budget_Calendar_FY_2027.pdf

14.C. 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; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

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

Resolution Amending Fee Schedule - July 2026.DOCX

Exhibit A - Master Fee Schedule - July 2026 - CCF and TDRs.DOCX

RC Building Height RM70.pdf

14.D. Discussion and Direction on Issuing a Request for Proposals (RFP) for the Sale of Village-Owned Transfer of Density Rights (TDRs) - Village Manager Frank Rollason

The Village Commission should evaluate the request to purchase TDRs from 7909-7911 East Dr. LLC, the contract purchaser of the property generally located at 7909 and 7911 East Drive and provide direction to the Village Administration on whether to issue an RFP.

Proposed TDR Sale - 7909-7911 East Drive.pdf

15. Adjournment

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

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

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

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

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RECOMMENDATION

*** May 19, 2026 - Regular Commission Meeting**
*** June 23, 2026 - Budget Workshop**

BACKGROUND AND ANALYSIS

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

* May 19, 2026, Regular Commission Meeting
* June 23, 2026, Budget Workshop

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

05.19.2026 Draft Minutes .pdf
06.25.2026 Draft Minutes.pdf

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING MINUTES
MAY 19, 2026 | 6:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 891 2658 3746

ROLL CALL

1. Opening Items

A. Call to Order

Mayor Streitfeld called the meeting to order at 6:02 p.m

B. Roll Call

Presented

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

C. Pledge of Allegiance

The Pledge of Allegiance was recited.

D. Invocation - None

2. Order of Business

Commissioner Chervony removed Item 11D from the Consent Agenda for discussion and added a new item for a legislative update to be provided by the Legislative Aide from State Representative Fabian Basabe's office.

Vice Mayor Cuk requested that Item 14B be moved on the agenda due to the number of residents present.

Village Manager Frank Rollason postponed Item 11B to the June Commission Meeting.

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

ACTION: Commissioner Chervony made a motion to approve the order of business. Commissioner Acosta seconded the motion, and it passed by unanimous voice vote.

3. Presentations

A. Proclamations and Awards

B. Special Presentations to Commission

3.A Presentation of a Proclamation Recognizing National Public Works Week

Mayor Streitfeld recognized the NBV PW Team by presenting a Proclamation.

3.B Presentation of the 2023-2024 Annual Comprehensive Financial Report [ACFR]

CBIZ presented a summarized report of the 2023–2024 Annual Financial Report.

3.C Presentation of the Village Police Department 2025 Officer and Civilian of the Year

Chief of Police Carlos Noriega recognized Civilian of the Year Marie Armand and Officers of the Year Detective Hubert Molina and Marsel Ascano

Legislative Update – Joseph Sam from the State Representative Fabian Basabe's office.

Joseph Sam provided a summary of the most recent legislative session, highlighting key actions and policy areas addressed by the Legislature. His update focused on major statewide initiatives related to resilience, economic measures, and developments within the film and entertainment industry.

4. Open Forum

- Kevin Collin, 7901 Hispanola Ave
- Natalia Chinea, 7901 Hispanola Ave
- Dan Maza, 7516 Bounty Ave
- Luis Nava, 7927 East Drive
- Steven Sal 7901 Hispanola Ave

5. Approval of Commission Minutes

5.A Approval of the April 21, 2026, Meeting Minutes - Village Clerk, Alba L. Chang

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

6. Advisory Board Minutes/Written Reports.

6.A Residents Services Board Report

DRAFT

Farahim Alili came forward to present the Board's recommendation regarding the 5K Run Event.

Mayor Streitfeld advised staff to collaborate with the Advisory Board on how recommendations for scholarships are presented to the Commission.

7. Village Commission's Report

Commissioner Daro

- Congratulated Pagani on their groundbreaking event.
- Working to improve the north side of Vogel Park.
- Request to have street cleaning more regularly by the Village.
- The Sidewalk Initiative was in its last phase.

Commissioner Chervony

- Provided an update on the recent Tula and Pagani groundbreaking events.
- Reminded residents about the Community Center Groundbreaking scheduled for June 4th.
- Highlighted the NBV No Place for Hate event taking place on June 17th.

Commissioner Acosta

- Co-sponsored the Police Bike Rodeo and helped distribute free helmets to children.
- Encouraged residents to become Members of the Chamber of Commerce.
- Participated in the East Treasure Drive Clean-Up alongside the Shark Gang.
- Attended the plaque unveiling at the Lido.
- Reminded residents of her weekly office hours every Wednesday from 12:00 to 1:00 p.m.

Vice Mayor Cuk waived his Commission Report in the interest of time.

8. Village Attorney's Report

Village Attorney Haydee Sera congratulated the Village on the recent successful closing of the Transfer of Density Rights sale.

9. Village Manager's Report

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

Village Manager Rollason provided his monthly report.

DRAFT

- He reminded the Commission that the Village Hall project is now under the cone of silence. The plan was to award the contract in June and break ground on construction in July.

- Deputy Village Manager Jenice Rosado reported that the Village has been awarded $57,000 from the Children's Trust to support the After-School Program for 180 days, with a capacity of 30 children.

9.A Report on the Community Center Grand Opening Committee (May 2026)

Director Lili Torres addressed the Commission to provide an update on the upcoming groundbreaking event for the Community Center.

Indira Shakti provided an update on the June 4 groundbreaking event. Planned activities include an arts and crafts station, face painting, a sports clinic, a tree-planting activity, intergenerational activities, an adult and senior station, a stretch zone, and a self-guided tour. As of today, the event has secured $21,000 in sponsorships.

9.B Traffic Enforcement Report (April 2026)
9.C Community Engagement Report (April 2026)
9.D Code Compliance Report (April 2026)

10. Village Clerk's Report

10.A Village Clerk Report for April 2026

14.B Discussion on the proposed PFL/AFA Programming, Scholarships, Field Schedules, Summer Programs, and Kids Soccer Program - Sponsored by Vice Mayor Goran Cuk and Co-Sponsored by Commissioner Doris Acosta

Vice Mayor Cuk read through the residents' concerns on access to the field and soccer program.

Commissioner Acosta sought to provide clarification for residents and parents of participating children.

Mayor Streitfeld explained that the field schedule currently in place was negotiated in 2022. She further clarified that the Village does not own the property where the fields are located; the land is owned by the Miami-Dade County School Board. PFL operates in a joint partnership with the Village, and part of the agreement requires the organization to recover its financial investment, which is why the schedule was established as it is.

DRAFT

Commissioner Acosta inquired about the status of the Creece contract. Village Attorney Sera responded that the contract is scheduled to be presented at the next Commission Meeting.

Commissioner Acosta inquired about the AFA scholarships, specifically asking whether the selection of scholarship recipients is determined solely by AFA. Village Manager Rollason responded that several aspects of the program still require clarification from PFL. He noted that the agreements include a total of 25 scholarships; however, the Village does not have information on how recipients are selected. He further clarified that PFL is responsible for operating both the courts and the paddle courts.

Mayor Streitfeld expressed empathy toward residents living near the field who have raised concerns about light pollution. She asked about the photometric plans included in the site plan and whether the current lighting conditions are consistent with what was originally approved, noting that the existing conditions affect the character of the island.

Vice Mayor Cuk requested that staff explore options to improve conditions, including evaluating the possibility of light night guards and adjusting the lighting to reduce impacts on surrounding residents.

Mayor Streitfeld suggested solidifying the Tuesday and Thursday schedule and asked whether revisions to the existing agreements would be made at any point.

Mayor Streitfeld further asked whether any modification to the schedule would require approval from the Miami-Dade County School Board.

Mayor Streitfeld shared that a local gym owner had approached the Village to ask whether the Village would consider a community gym if residents expressed interest, particularly regarding the potential use of the third floor of the Community Center.

Community Engagement Director, Lili Torres explained that, for the summer, the YMCA is expected to run the summer program, which would be exclusively for children. She requested direction from the Commission regarding the use of the third-floor space moving forward.
It was noted that a community input survey received 411 responses, with 62 percent of respondents expressing support for using the third floor as a multi-functional space.

DRAFT

The Village Commission asked about the teen programs. Ms. Torres responded that Teens would have space on the second floor.

Village Manager Rollason stated that the idea was to give everyone a space to get together Teens and children of all ages.

ACTION: Mayor Streitfeld made a motion to have the third floor be used as a multi-functional space. Commissioner Acosta seconded the motion.

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

DRAFT

11. Consent Agenda

A. Staff Items

B. Proclamation/Award/Village Key Requests

11.A A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE YOUTH ADVISORY BOARD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY COMMISSIONER DORIS ACOSTA

11.C A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A RESILIENT FLORIDA GRANT PROGRAM AWARD IN THE AMOUNT OF $185,925.00 FOR THE VILLAGE'S ADAPTATION PLAN UPDATE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

11.E A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF MULTI-FUNCTION DEVICES, COPIERS, AND RELATED SOFTWARE AND SERVICES FROM TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

11.F A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $186,127.50; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

ACTION: Commissioner Chervony made a motion to approve the consent agenda. Commissioner Acosta seconded the motion.

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

The following item was taken off the Consent Agenda and considered separately.

11.D A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH PFM FINANCIAL ADVISORS, LLC FOR FINANCIAL ADVISORY SERVICES; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

Commissioner Chervony noted that the Village is currently recruiting for a Chief Financial Officer and a Controller, while also continuing to build out the finance department.

Village Manager Rollason explained that the next bond drawdown must be prepared as part of the ongoing project process. He stated that bond counsel is not responsible for this phase of the work; therefore, staff will need to complete the required procedures internally.

Pete Varona of PFM Financial Advisors, LLC clarified that the firm does not incur charges when no work is being performed.

ACTION: Commissioner Chervony made a motion to approve the proposed Resolution. Commissioner Daro seconded the motion.

Upon roll call vote, the motion passed 4-0, with Commissioner Chervony, Commissioner Daro, Vice Mayor Cuk and Mayor Streitfeld voted for.

Commissioner Acosta was absent for this vote.

12. First Reading of Ordinances

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

13. Public Hearings

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

13.A

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

Mayor Streitfeld read the ordinance title into the record.

Village Attorney Sera summarized the changes made since the first reading:

- Clarified provisions regarding legal nonconforming uses when a property changes use.
- Revised regulations for temporary signs on single-family residential properties by adding provisions for year-round signs. The maximum number of signs permitted is based on the parcel, with up to three year-round signs allowed.
- Additional provisions were included for election signs, as well as "for sale" and "for lease" signs. Made minor revisions to the mural regulations, clarifying that murals are treated similarly to wall signs but remain subject to frontage and square footage limitations.

Commissioner Chervony inquired about the regulations for election signs and noted that the proposed amendment would allow up to three signs.

Village Attorney Sera asked whether the Commission wished to amend the proposed Ordinance to increase the allowable sign size.

There was a consensus among the Village Commission to direct staff to bring the item back in June for a second reading.

Commissioner Chervony expressed concern about the timely removal of election signs following local and state elections. He also suggested considering the elimination of spacing requirements between signs and extending the permitted display period beyond 90 days.

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ACTION: Mayor Streitfeld made a motion to defer the proposed ordinance on second reading and bring back during the June Commission meeting for second reading. Commissioner Chervony seconded the motion.

Upon roll call vote, the motion to defer the proposed ordinance passed 4-1, with Mayor Streitfeld, Commissioner Chervony, Commissioner Acosta, and Vice Mayor Cuk voting for. Commissioner Daro voted against.

13.B AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 150, "BOATS, VESSELS, AND HOUSEBOATS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 150.22, "OVERNIGHT ANCHORING RESTRICTIONS," TO REGULATE CERTAIN OVERNIGHT ANCHORING OF VESSELS WITHIN THE WATERS OF THE VILLAGE; AMENDING SECTION 153.04, "SCHEDULE OF FINES AND CIVIL PENALTIES," TO ESTABLISH A PENALTY FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY MAYOR RACHEL STREITFELD AND CO-SPONSORED BY COMMISSIONER DORIS ACOSTA

The proposed ordinance was amended between first and second readings to add provisions related to towing vessels as requested at first reading.

Mayor Streitfeld read the ordinance title into the record.

Commissioner Chervony asked whether mailed notices could be delivered to a boat anchored at sea and inquired about the procedure if the vessel does not receive mail.

Mayor Streitfeld responded that notices would be sent to the address where the vessel is registered, which may be located outside of the country.

Village Attorney Sera clarified that in addition to a mailed notice, a physical notice would also be posted directly on the vessel.

ACTION: Commissioner Acosta made a motion to adopt the proposed ordinance on second reading. Commissioner Daro seconded the motion.

Upon roll call vote, the motion passed 3-1, with Commissioner Acosta, Commissioner Daro and Mayor Streitfeld voting for. Commissioner Chervony voted against.

Vice Mayor Cuk was absent from the vote.

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13.C AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.11, "USE EXCEPTIONS" OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO PROVIDE FOR TEMPORARY USE SETBACK MODIFICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Streitfeld read the Ordinance title into the record.

Mayor Streitfeld recommended providing education to Bayshore Marina on maintaining the lot to ensure it remains clean and free of litter. She also highlighted the importance of enhancing community policing.

Chief of Police Noriega noted that an off-duty detail has been assigned at Bayshore to manage parking and traffic at the marina and added that additional details can be arranged if needed

ACTION: Mayor Streitfeld made a motion to adopt the ordinance on second reading. Commissioner Chervony seconded the motion.

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

13.D A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY PACIFIC & ORIENT PROPERTIES LLC TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7918 WEST DRIVE WITH A FRONT SETBACK OF ZERO (0) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SIDE SETBACK OF ZERO (0) FEET WHERE FIFTEEN (15) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

Staff recommended **approval** of the Use Exception pursuant to Sec. 8.11(B)(4), subject to the adoption of the proposed Ordinance as well as the conditions provided in the staff memo.

At its May 6, 2026 Meeting, the Planning and Zoning Board voted to recommend **Approval**, with a condition to mitigate the effect of any nuisances on the neighboring properties.

Mayor Streitfeld read the Resolution title into the record.

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Attorney Lauren Kahn briefly provided a summary of the applicant's request for a temporary sales center trailer.

ACTION: Mayor Streitfeld made a motion to approve the Resolution as presented. Vice Mayor Cuk seconded the motion.

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

13.E A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS LLC TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7938 AND 7940 WEST DRIVE WITH A REAR SETBACK OF FIFTEEN (15) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SECOND SIDE SETBACK OF ZERO (0) FEET WHERE FORTY-EIGHT (48) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

Staff recommended approval of the Use Exception pursuant to Section 8.11(B)(4), subject to adoption of the proposed ordinance and compliance with the conditions outlined in the staff report.

At its May 6, 2026 meeting, the Planning and Zoning Board voted to recommend approval, with a modification to Condition No. 5 to allow an approved timeframe through May 14, 2028, or until the completion of sales, whichever occurs first.

Mayor Streitfeld read the Resolution title into the record.

Village Planner Pinder explained that the Planning and Zoning Board included an extended timeframe, limited to a maximum of two years or until the cessation of sales, whichever occurs first.

ACTION: Commissioner Daro made a motion to approve the temporary sale center application. Commissioner Chervony seconded the motion.

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

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14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.A Discussion on the Next Steps of the Stormwater Park to be Located at West Treasure Drive - Sponsored by Mayor Rachel Streitfeld and Commissioner Doris Acosta

Mayor Streitfeld summarized a recent discussion with the Village Manager, which included demolition plans and the relocation of trees.

There was a brief discussion on the proposed development of the West Treasure Drive Stormwater Park in the planning phase, which will require significant engineering and stormwater management design before construction can begin. The park's final layout and features will be guided by these technical and infrastructure requirements.

The Village's Chief Resilience Officer, Christina Viala, has been collaborating with the Sustainability and Resilience Task Force to develop preliminary concepts for the site. As part of these discussions, the Task Force expressed support for a design to help generate innovative ideas for the project.

To advance this effort, the Village established a partnership with the University of Miami, leveraging the institution's expertise in urban design, climate resilience, green infrastructure, and nature-based solutions. Through the collaboration, student teams, working alongside engineering professionals, will prepare conceptual designs for the park.

The proposed vision is for the park to function as both a passive recreational amenity and critical stormwater infrastructure, providing opportunities for relaxation and community enjoyment while improving water management and water quality. Staff noted that the partnership was being discussed and that the resulting student concepts would help guide future park planning and design.

Village Manager Rollason presented a proposal for the demolition of the home.

Additional considerations included:

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1. A proposal to include the removal of the septic tank, if necessary.
2. Engage an arborist to evaluate the potential relocation of the olive tree.

ACTION: Commissioner Daro made a motion to approve the proposal and include the following:

i. A proposal to include removal of the septic tank, if necessary.
ii. Engage an arborist to evaluate the potential relocation of the olive tree.

Commissioner Acosta seconded the motion.

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

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

Commissioner Daro asked whether the Commission agreed that compliance with the site plan requirements should be optional or enforced. The consensus of the Commission was that it should not be optional.

There was a brief discussion on the support for opening the Island Walk, noting that a significant majority of residents have expressed a desire to see the pathway open.

Commissioner Daro stated that opening the Island Walk is in the best interest of the Village and questioned why enforcement actions would be pursued against some properties but not others with similar site plan obligations.

Mayor Streitfeld expressed a preference for pursuing a cooperative resolution with the 360 Condominium Association and avoiding litigation if possible.

The Commission held an extensive discussion regarding properties that have not yet provided public access to the Island Walk as required.

Commissioner Daro stated that he would be willing to attend a future Board Meeting of the 360 Condominium Association if invited.

Vice Mayor Cuk supported meeting with the association to seek an amicable resolution, and Commissioner Daro suggested establishing a specific timeline for compliance.

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Village Attorney Sera advised that the Village could send a formal letter requesting a meeting with the association and use that meeting to establish a compliance deadline. As a next step, the Commission discussed offering an in-person meeting to encourage voluntary compliance and avoid code enforcement proceedings or litigation. If those efforts are unsuccessful, the matter could be brought back to the Commission for further consideration. Staff also noted that a similar approach could be applied to other properties that have not responded to the Village's outreach efforts.

Mayor Streitfeld inquired whether the Village could initiate code enforcement proceedings through the Special Magistrate if discussions with staff do not result in compliance. Village Attorney Sera confirmed that code enforcement proceedings could be pursued.

Commissioner Chervony expressed support for Commissioner Daro's position that the Island Walk requirements should be enforced and the walkway opened.

Commissioner Acosta recommended establishing a firm compliance deadline and continuing discussions with the condominium association.

Vice Mayor Cuk also supported setting a specific deadline.

Commissioner Daro stated that he would meet with representatives of the condominium association.

Village Attorney Sera advised that staff could also meet with the association's legal counsel to seek a resolution. If an agreement cannot be reached, the Village could place the association on formal notice and prepare a code enforcement case. Alternatively, the Village could pursue legal action through the courts.

The Village Commission discussed requesting that the condominium association respond and agree to a meeting before the next Commission Meeting, with staff providing an update on progress at a future meeting.

Commissioner Daro requested that a Discussion/update item on the Island Walk matter be presented at the June Commission meeting.

Village Attorney Sera will reach out to the Master Association.

14.D Discussion on the Potential Addition of Electric Vehicle Charging Stations in the Village - Sponsored by Commissioner Andy Daro

Commissioner Daro noted the limited availability of public electric vehicle charging stations within the Village and advised that he had been approached by a company interested in installing EV charging stations at no cost to the Village, with the Village receiving a small share of the revenue generated. He suggested identifying potential locations for the

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installations and stated that the stations could serve as a beneficial amenity for residents and visitors.

Mayor Streitfeld raised concerns regarding the electrical infrastructure required to support the stations and inquired whether the proposed chargers would be fast-charging units. He also reminded the Commission that EV charging stations are planned for installation at the new Village Hall.

Village Manager Rollason expressed concern that dedicating parking spaces to EV charging could reduce parking availability, particularly for staff arriving in the morning.

Commissioner Daro stated that he would gather additional information regarding the proposal and bring the item back for further discussion at a future meeting.

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14.E Discussion on a Proposed Community Contributions Formula - Sponsored by Commissioner Richard Chervony

Commissioner Chervony introduced the discussion regarding the Community Contribution Formula and referenced actions and discussions from the previous Commission meeting.

He presented a three-part proposal for Commission consideration.

First Proposal:
The proposal would apply to all properties that have purchased Transfer of Density Rights (TDRs) to comply with the conditions of their approved site plans, effective May 19, 2026. This requirement would apply to the GranVita and 7915 West Drive projects. In addition, the proposal would require applicable properties to pay a Community Contribution Fee based on the same rate that was in effect when the TDRs were originally purchased.

Commissioner Chervony summarized the current fee structure for additional building height under the RM-70 zoning district, noting the cost of $750 per residential unit in the proposed development.

ACTION: Commissioner Chervony made a motion to maintain the existing Community Contribution Fees (CCF) for the purchase of additional height for properties that acquire Transfer of Density Rights (TDRs) from the Village, as of May 19, 2026

Mayor Streitfeld seconded the motion.

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

Second Proposal: Proposed Fee Structure

Commissioner Chervony led the discussion on a proposed formula for the cost of purchasing bonus building height through Transfer of Development Rights (TDRs). The proposal outlined a tiered fee structure for additional vertical capacity.

1. The first portion of bonus height would be priced at $10,000 per vertical linear foot, equivalent to approximately $100,000 per floor, with payment due within 60 days of site plan approval.

2. A second tier of bonus height up to an additional 72 feet would be priced at $25,000 per linear foot.

The tiered structure is intended to encourage the purchase of additional height through TDRs while discouraging full utilization of the maximum allowable height. For projects eligible for up to approximately 144 feet of bonus height through TDRs, the first half would be assessed at the lower rate and the remaining portion at the higher rate.

Mayor Streitfeld thanked Commissioner Chervony for the proposal and stated that she would like additional time to review the formula and return it for further analysis at a future meeting in June.

There was a Commission consensus to bring the item back for further consideration, no later than September.

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Third Proposal: Transfer of Density Rights (TDR) Value

Commissioner Chervony explained that the Village's available pool is 8 TDR's, with a possible 2 that would be granted to Granvita for the Land Lease. With the newly acquired property on Treasure Drive, the Village will gain about 40 additional TDR's for a total of 46 in total.

He proposed amending the TDR value to the following:

- $175,000 for non-waterfront TDR's
- $200K for waterfront.

Commissioner Chervony requested the Discussion item back in June for further analysis.

There was consensus for proposals 2 and 3 to be brought back for Discussion during the June Regular Commission Meeting.

There was a detailed discussion focused on the effectiveness of prior development regulations, including the NBV100 framework and related bonus incentive structures. It was noted that the original intent of the regulations was to incentivize developers to obtain approvals, break ground, and proceed with construction in a timely manner; however, it was expressed that these objectives were not fully achieved.

Concerns were raised that the existing Code and incentive structure did not adequately drive timely development or construction activity, and that some properties have remained undeveloped for extended periods despite regulatory changes. It was further noted that certain Code amendments may have contributed to increased property values without ensuring corresponding development progress. While acknowledging successful ongoing projects in the Village, it was expressed that the current T6 zoning regulations and bonus incentive framework did not fully accomplish the intended policy goals. The discussion emphasized the importance of ensuring that future Code provisions and incentive structures are more effectively aligned with desired development outcomes.

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There was a Directive from the Commission for the Village Attorney and Village Planner to review how the current Code functions with respect to development timelines and to provide recommendations for potential revisions. The intent of the review is to identify ways to strengthen the Code to better achieve the Village's stated policy objectives.

ACTION: Mayor Streitfeld made a motion to direct the Village Attorney and Village Planner to provide objectives to strengthen the Code. Commissioner Chervony seconded the motion.

Upon roll call, the motion passed 4-0, with Mayor Streitfeld, Commissioner Chervony, Commissioner Acosta, Commissioner Daro and Vice Mayor Cuk voting for.

Commissioner Acosta abstained.

14.F Discussion on the Zoning Review for RM40 - Sponsored by Commissioner Richard Chervony

Commissioner Chervony expressed support for directing the Village Planner to organize a town hall meeting regarding RM-40 zoning issues, providing residents with an opportunity to receive information and offer feedback.

Mayor Streitfeld expressed concern that current state regulations may limit the Village's ability to impose additional requirements on RM-40 properties. She cautioned that further regulatory measures could be viewed as overly restrictive and noted that House Bill 180 is currently scheduled to expire on July 1, 2027.

14.G Discussion on the Proposed Agreement Amendment to the Agreement with Treasure Isle Care Center - Village Manager, Frank Rollason

Village Manager Rollason summarized a recent meeting with Treasure Isle Care Center (TICC) regarding parking and site access. He reported that the car parking lot would be open to the public Monday through Friday. Designated non-parking areas would remain available for emergency vehicles and transportation access for the facility.

He further noted that parking on the south side of the site would be available after 3:00 p.m., although four (4) parking spaces on the left side would be eliminated as part of the proposed configuration.

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Commissioner Acosta expressed concern that parking demand could spill over into surrounding Treasure Island neighborhoods. She suggested exploring a redesign of the parking area to improve circulation and provide a dedicated sidewalk connection to the field. Commissioner Acosta also indicated that she may be able to secure sponsorship support for the redesign, which could incorporate additional landscaping and green space enhancements.

ACTION: Mayor Streitfeld made a motion to approve the proposed amendment to the current parking agreement with TICC. Commissioner Acosta seconded the motion.

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

ACTION: Mayor Streitfeld made a motion for Commissioner Acosta to explore options for the redesign of the parking area to improve circulation and provide a sidewalk connection to the fields. Commissioner Acosta seconded the motion.

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

14.H Discussion and Appointment to the Sustainability & Resilience Task Force - Village Clerk, Alba L. Chang

ACTION: Mayor Streitfeld made a motion to appoint resident Jessica Alession to the Sustainability & Resilience Task Force. Commissioner Acosta seconded the motion.

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

Commissioner Acosta asked for the Village Commission's consideration to move the monthly June meeting, as it will conflict with her annual family vacation.

There was consensus to move the June Regular Commission Meeting to Monday, June 29th

The Budget Workshop scheduled for June 25, 2026, will be held in a Hybrid setting.

15. Adjournment

There being no further business to discuss, the meeting adjourned at 10:43 a.m.

Accepted this ___ day of ___ 2026.

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Respectfully Submitted

_____
Alba L. Chang, CMC
Village Clerk

_____
Rachel Streitfeld,
Mayor

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NORTH BAY VILLAGE
VILLAGE COMMISSION BUDGET WORKSHOP MINUTES
JUNE 25, 2026 | 6:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
ZOOM MEETING ID: 834 3232 5093

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1. Opening Items

A. Call to Order

Mayor Streitfeld called the meeting to order at 6:00 pm.

B. Roll Call: Present were the following Commission Members:

- Mayor Rachel Streitfeld (via Zoom)
- Vice Mayor Goran Cuk
- Commissioner Doris Acosta
- Commissioner Richard Chervony
- Commissioner Andrew Rotondaro

C. Pledge of Allegiance

The *Pledge of Allegiance* was recited.

2. Discussion Items

2.A Discussion and Review of the Village's Proposed Budget for Fiscal Year 2026-2027 - Village Manager, Frank Rollason

Village Manager Rollason presented the proposed Budget for FY 2026/2027, highlighting changes across departments.

Village Commission
Savings of $25,624; reductions on telephone and travel expenses.

Village Manager

Increase in the amount of $1,085; Eliminated cell phone stipend, travel to conferences, dues, and subscription. There was an increase in retirement contributions and health benefits.

Human Resources

Increase - $1883
Eliminated employee events, uniforms (retirement and flower baskets).
Increase retirement contributions.

Village Clerk

Increase in the amount of $68,410

- Add a new position – Records Management Clerk
- Increase in professional service
- Special advertising
- Election expenses

Finance

Increase in the amount of $134,191

- Reinstated Controller Position

Legal

Increase in the amount of $8,228

- Contract fees

IT

Increase in the amount of $29,508

- Add a new IT position
- CIS police software was eliminated.

General Government

Increase in the amount of $379,641

- snacks/drinks
- mailing equipment eliminated;
- Merchant fees and
- Retirement benefits increased.

Police

Reduction in the amount of $117,109

- Transfer off duty to expense to General Government
- Promotion and status correction for Public Safety Communications Manager

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- Increase in equipment

Code Compliance

Increase in the amount of $12,087

- Eliminated uniform expenses
- Increase gas and oil expenses
- Projected mandatory increase in FRS

Community Engagement

Increase in the amount of $669,655

- The Parks and Recreation department was consolidated with Communications to form the new Community Engagement Department.
- Personnel needs for the new department
- Continuation of YMCA Contract
- Eliminate all community events.

Building Dept. (No impact to General Fund)

- Increase in the amount of $1,464,939
- Increase contractual services (CAP)
- Increase in ELP software
- Reduction in professional services – Microfilming building permits.

Streets Maintenance Dept.

- Increase in the amount of $857,592
- Transfer Capital Projects for Streets, Road and Landscape Improvements Capital fund.
- Reduction in repairs and maintenance
- Eliminate cost allocation.
- Projected mandatory increase in FRS retirement

CITT

Decrease in the amount of $960,728

- Eliminate transfer to Capital Projects Fund.
- Eliminate transfer to General Fund.

Enterprise Funds – Utilities Administration

Decrease in the amount of $525,045

- Reduction in Overtime
- Reduction in sampling and testing permitting.

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Enterprise Funds – Water Operation

- Project an increase in FRS benefits.
- Reduction in engineering and planning
- Reduction in gas and oil

Enterprise Funds – Sewer Operations

Increase in the amount of $620,387

- Eliminate repairs and maintenance to buildings
- Increase in emergency repairs.
- Increase sewage disposal fee (mandatory)
- Increase sewer lines emergency repairs.

Enterprise Funds – Sanitation Operations

Decrease in the amount of $205,634

- Projected increase to FRS fee
- Increase in recycling fee
- Increase to overtime
- Increase the lease for the garbage truck (third truck)
- Increase in temporary personnel

Enterprise Funds – Stormwater Fund

Increase in the amount of $150,087

Debt Service Fund – GOB

Increase in the amount of $1,224,595

- Increase debt and interest for the Stormwater Bond
- Increase debt millage rate from 1.666 mills to 2.7767

Village Manager Rollason stated that the Village Utility Rates will also have an increase.

Chief Finance Officer, Sandra Siefken, presented the Millage rate calculation.

Commissioner Chervony asked about the new millage rate bill signed by Governor DeSantis. He stressed equal treatment for all departments and requested a 3% COLA for every employee. He urged the Commission to consider the rework to restore four hours and questioned why utility employees receive both Cost-of-Living Adjustment (COLA) and longevity pay.

Sergio Masvidal from PFM Financial Advisors explained the Village's upcoming financing strategy. The Village plans to draw the next $10 million using a line of credit, which will be accessed as needed. While

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the funds are outstanding, the Village will only be responsible for paying the interest. Later, the Commission may decide to refinance the amount drawn into a fixed-term loan, choosing either a 10-year or 15-year term with a fixed interest rate. In the interim, the Village must estimate the amount to be drawn and communicate those figures accordingly.

Vice Mayor Cuk expressed gratitude to the administrative staff for their efforts in preparing the budget. He proposed including a 3% COLA for employees, restoring police hours, and implementing additional salary modifications. He recommended suspending Village events for one year and exploring funding possibilities from external sources, suggesting that the Commission could undertake fundraising initiatives and seek sponsorships. With the Community Center's opening, another event is anticipated, sponsored by AFA.

Vice Mayor Cuk also requested consideration of option #3 for funding, as well as the Police Department's new pay scale.

Commissioner Daro requests that the events be reinstated in the budget and requests an update on the status of the Reserve Account.

Village Manager Rollason stated that the Village lacks required emergency funds.
Commissioner Daro must ensure the Village Hall Project account earns interest, and he expressed support for Employee COLA.

Vice Mayor Cuk proposed that developers sponsor each event to promote their projects.

Commissioner Chervony inquired about the emergency funds, noting the requirement to maintain 20% of reserves. It is important to clarify what the rollback rate is at a minimum. He asked for the reserves would be included in the budget. He also asked what utility payments need reimbursement to balance our accounts and by how much should we increase the debt millage rate?

CFO Siefken outlined the millage rate options: 5.9238 if options 1 and 2 are included; 6.028 if options 1, 2, and 3 are included.

Commissioner Chervony suggested adding the emergency funds first.

3. Public Comment - None

4. Adjournment

There being no further business to discuss, the meeting adjourned at 7:53 p.m.

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Accepted this 28th day of July 2026.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

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ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Compliance Report (June 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $7,450.00 in code compliance fines.

PERSONNEL IMPACT
NONE

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

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

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

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

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

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

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

	Code	Statistics	Jun-26	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7516 W Treasure Drive	Construction Site Maint/ID	Warning	6/1/2026				
7810 Beach View Drive	Bulk Trash	Warning	6/1/2026				
7927 East Drive	Trash Violation	Citation	6/1/2026	$200.00			
1701 S Treasure Drive	Construction Site Maint/ID	Warning	6/1/2026				
1735 N Treasure Drive	Noise	Warning	6/1/2026				
7531 Coquina Drive	Landscape	Warning	6/1/2026				
7530 Miami View Drive	Bulk Trash	Warning	6/1/2026				
1450 S Treasure Drive	Trash Violation	Warning	6/2/2026				
1701 S Treasure Drive	Construction Site Maint	Warning	6/2/2026				
7904 West Drive #908	WWP	Citation	6/3/2026	$250.00			
7548 W Treasure Drive	Noise	Citation	6/4/2026	$250.00			
7512 Mutiny Ave	Fence Mesh	Warning	6/9/2026				
7721 Coquina Drive	Construction Site Maint	Warning	6/9/2026				
1665 Kennedy Cswy	Styrofoam Violation	Warning	6/9/2026				
7400 Miami View Drive	Recycling Violation	Tagged	6/10/2026				
1351 Bay Terrace	Recycling Violation	Tagged	6/10/2026				
1331 Bay Terrace	Recycling Violation	Tagged	6/10/2026				
7421 Beach View Drive	Recycling Violation	Tagged	6/10/2026				
7517 W Treasure Drive	Recycling Violation	Tagged	6/10/2026				
7552 Hispanola Ave	Recycling Violation	Tagged	6/10/2026				
7509 W Treasure Drive	SWO	Citation	6/10/2026	$500.00			
1701 S Treasure Drive	WWP	Citation	6/10/2026		$250.00		
7904 West Drive #908	WWP	Citation	6/10/2026		$250.00		
1881 Kennedy Cswy #401	Noise	Citation	6/11/2026		$250.00		
7509 W Treasure Drive	SWO	Citation	6/12/2026		$500.00		
1851 Galleon Street	Construction Site Maint	Warning	6/12/2026				
1660 S Treasure Drive	Landscape	Warning	6/12/2026				
7410 Beach View Drive	Landscape	Warning	6/12/2026				
7918 West Drive	Trash/Landscape	Warning	6/15/2026				
8000 East Drive	Fence Mesh	Warning	6/15/2026				
7520 Coquina Drive	Landscape	Warning	6/15/2026				
7711 Beach View Drive	Construction Site Maint	Warning	6/15/2026				
1660 S Treasure Drive	Landscape	Warning	6/15/2026				
7516 W Treasure Drive	Landscape	Warning	6/15/2026				
7821 Beach View Drive	SWO	Posted	6/16/2026				
7731 Miami View Drive	Prohibited Banner	Removed	6/16/2026				
7700 Coquina Drive	Bulk Trash	Warning	6/16/2026				
7516 W Treasure Drive	Construction Site Maint/ID	Citation	6/17/2026		$500.00		
7731 Miami View Drive	Blocking ROW	Warning	6/17/2026				
N Treasure Drive	Prohibited Banner	Removed	6/16/2026				
7700 Coquina Drive	Bulk Trash	Warning	6/16/2026				
7915 East Drive	Noise	Warning	6/18/2026				
7918 West Drive	Landscape/Trash	Warning	6/18/2026				
7711 Beach View Drive	Landscape	Warning	6/18/2026				
1671 S Treasure Drive	Construction Site Maint	Warning	6/22/2026				
7516 Bounty Ave	Construction Fence	Warning	6/22/2026				
1820 S Treasure Drive	Noise	Warning	6/22/2026				
1671 S Treasure Drive	Landscape	Warning	6/22/2026				
7509 Buccaneer Ave	Landscape	Warning	6/22/2026				
1801 S Treasure Drive	Trash Violation	Citation	6/22/2026		$200.00		
1800 Kennedy Cswy #208A	WWP	Citation	6/22/2026		$250.00		
7700 Coquina Drive	Bulk Trash	Warning	6/23/2026				
7601 E Treasure Drive	Dumpster Enclosure	Warning	6/24/2026				
7601 E Treasure Drive	Bulk Trash	Warning	6/24/2026				
1701 Kennedy Cswy	Prohibited Sign	Warning	6/24/2026				
1624 Kennedy Cswy	Trash	Warning	6/24/2026				
7516 Bounty Ave	Prohibited Sign	Warning	6/24/2026				
7701 Miami View Drive	Recycling Violation	Tagged	6/24/2026				
7520 Center Bay Drive	Recycling Violation	Tagged	6/24/2026				
7524 Buccaneer Ave	Recycling Violation	Tagged	6/24/2026				
7556 Mutiny Ave	Recycling Violation	Tagged	6/24/2026				
7810 Beach View Drive	Blocking ROW	Warning	6/25/2026				
7933 West Drive	SWO	Posted	6/25/2026				
7933 West Drive	WWP	Citation	6/25/2026	$250.00			
7711 Center Bay Drive	Derelict Vehicle	Warning	6/25/2026				
7512 Mutiny Ave	Noise	Citation	6/25/2026	$250.00			
7509 W Treasure Drive	SWO	Warning	6/26/2026				
7553 W Treasure Drive	Noise	Warning	6/26/2026				
1701 S Treasure Drive	Noise	Warning	6/26/2026				
7711 Beach View Drive	Construction Site Maint/ID	Citation	6/26/2026	$250.00			

7927-7931 East Drive	Trash Violation	Citation	6/29/2026	$200.00			
7927-7931 East Drive	Trash Cans	Citation	6/29/2026	$200.00			
7512 Mutiny Ave	Noise	Citation	6/30/2026		$250.00		
7904 West Drive #CU12	Special Magistrate	Order	6/30/2026		$5,000.00		
1701 S Treasure Drive	WWP/SWO	Citation	6/30/2026	$250.00			
(18) Lien Searches							
				$2,600.00	$7,450.00		

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

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY: NONE

SUBJECT: Traffic Enforcement Report (June 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONENONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (June 2026).pdf

North Bay Village Police Department
Memorandum

Date: July 5, 2026

To: Assistant Chief, R. Jenkins

From: Lieutenant, Norlan Benitez

Subject: Monthly Traffic Enforcement Report for June 1 to June 30, 2026

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

Traffic Enforcement on Kennedy Causeway:

- 188 – Speeding Citations
- 43 – Criminal Citations
- 57 –Moving Violation Citations
- 231 – Non-Moving Citations
- 167 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 7 – Criminal Citation
- 29 – Moving Violation Citations
- 47– Non-Moving Citations
- 10 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 2 – Criminal Citations
- 32 – Moving Violation Citations
- 47– Non-Moving Citations
- 7 – 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:

- 683– Citations
- 184–Warnings
- 131– Parking Citations

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Lili Torres, Community Engagement Director

SPONSORED BY: Village Manager, Frank Rollason

SUBJECT: Community Engagement Report (June 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Community Engagement Report (June 2026)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
NONE

ATTACHMENTS
Community Engagement Report May 2026.pdf

NORTH BAY VILLAGE
HEART OF THE BAY

NORTH BAY VILLAGE COMMUNITY ENGAGEMENT REPORT

May 2026

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

Communications

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

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

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

Events & Programming

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

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

Recreation Programs

Launch of Tai Chi and North Bay Village Paddle Club

Community Engagement

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

1 Resident Services Board Meeting

Hired Events & Programming Coordinator

Monthly Overview

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

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk Report for June 2026

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

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

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

Public Notices / Agendas

The Village Clerk's Office issued a total of 5 Public Meeting Notices for June 2026. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards, Special Magistrate Hearings, Sunshine Meetings, and Request for Proposals.

Execution of Documents

Ordinances	Resolutions	Agreements
1	6	5

Request for Proposal

Bid opening for the Village Hall project is scheduled for July 27, 2026.

2026/2027 Business Tax Receipt

The renewal season has commenced, and the first batch of reminder notices was sent the first week of July.

2026 Village General Elections

The qualifying period for the General Election commenced Monday, July 20 at noon and will conclude at noon on Friday, July 31, 2026.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

PRR Log June 2026.pdf

Public Records Request Log - June

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED
6/1/2026	CodeStreamPro Records	Code Enforcement	Request for all code violation cases from 5/16/2026 - 5/31/2026	N/A	6/1/2026
6/1/2026	Jason Apolinario	Village Clerk	Copy of Resolution No 2001-47 - 360 Condominium Association	N/A	6/1/2026
6/1/2026	Jason Apolinario	Village Clerk	Request for the Meeting Minutes for 7/31/2001 Planning & Zoning Board Meeting	N/A	6/8/2026
6/1/2026	Jason Apolinario	Village Clerk	Request for the Meeting Minutes for 8/14/2001 Commission Meeting	N/A	6/16/2026
6/1/2026	Robert Lamazares	Public Works	As Built Plans for 7710 Beach View Dr.	N/A	6/2/2026
6/3/2026	Shela Perez SAO	Police	Defendant: AGYEMANG, JOSHUA Case Number: F26009668 Police Case Number: 202600034081 Requested items: •OIR •BWC •Property receipt marijuana 144.8 grams •Lab request form •Lab report •Crash report	N/A	6/3/2026
6/3/2026	Raul Ram	Building	Request for the Building Re-certification report for 1819 79 St	N/A	6/4/2026
6/3/2026	Tori Reyes	Code Enforcement	Request for Building Permit Activity 5/1-31	N/A	6/3/2026
6/3/2026	Norberto Spangaro	Village Clerk	Request for all records of financial transactions related to AFA, PFL, Galleon Street Project, TIES project	N/A	6/5/2026
6/5/2026	Snezshan Stokkovic	Village Clerk	Request for all Building violations; floor plans for 7720 Miami View Drive	N/A	6/9/2026
6/5/2026	Carmelo Rodriguez	Village Clerk	Any available civil drawings, CAD files, site plans, utility plans, surveys, as-built drawings, or any other architectural and engineering documentation associated with Moda (8000 West Drive) North Bay Village that may be available on file.		
6/8/2026	davidduchony@gmail.com	Village Clerk	Request for the current salary for Community Engagement Director	N/A	6/8/2026
6/9/2026	Jake Rosken	Village Clerk	Request Traffic Signal Plans, Timing Sheets, Split History Report, and Sequence of Operation Report for the intersection of 79th ST CSWY & Harbor Island Dr. for June 27, 2022.	N/A	6/9/2026
6/9/2026	George Nelson	Police	Request for the Police Department Standard Operaring Procedures for Special Considerations for elderly victims	N/A	7/1/2026

6/10/2026	John Ostrander	Police	Request for records relevant to Officer(s) Involved: Cpl. Ethan Cherasia — responding/arresting officer Suspect: Youssef Elzein, 27 Charges: Burglary, bribery, false imprisonment of a child under 13, child abuse, resisting an officer with violence (total of 14 felony and misdemeanor counts) Date of Incident: 09/24/2023 Date of Arrest: 09/24/2023 Time of Incident: just before 2:45 a.m. Location of Incident: Apartment building on South Treasure Drive, North Bay Village, FL. Location of Arrest: Same as incident REQUESTING: all bodycam footage for this case in video format. I want all bodycam footage from every officer involved in the arrest of Youssef Elzein on September 24, 2023, at an apartment building on South Treasure Drive, North Bay Village, FL. This includes any bodycam video connected to the incident — officers' initial arrival and response to the scene; interactions with the victim and her children (ages 6 and 14) at the apartment; the confrontation and apprehension of Elzein inside or near the apartment; Elzein attempting to run toward the victim as officers took him into custody; Elzein kicking and headbutting Cpl. Ethan Cherasia and assisting Miami Beach Police officers multiple times; placement of Elzein into the police cruiser; and Elzein's alleged bribery attempt directed at Cpl. Cherasia. I am also requesting any recorded interviews or Mirandized statements provided by Elzein, including any recorded account in which he changed his story — first claiming his girlfriend had been drinking beers with him on the patio and that he accidentally broke a fish tank, and later claiming the woman gave him a key to the apartment. A copy of the full incident report, the arrest affidavit, the charging documents, and the statement of probable cause.		FU6/29 BWC estimate $542.77 provided 6/30/2026 : Incident Report were provided 7/1/2026
6/11/2026	Darryl Brown	Building	Request for all building plans for Adagio Condominium located at 7939 East Drive	N/A	6/11/2026
6/14/2026	Jordan Holder	Building	Request for the latest recertification for 1801 S. Treasure Dr.	N/A	7/3/2026
6/15/2026	Wesley Castellanos	Building	Request for building records relating to 1630 S Treasure Dr.	N/A	
6/15/2026	Jorge Gonzalez	Village Clerk	Request for copies of the 2024 Campaign Treasurer's Report for Commissioner Chervony and Mayor Streitfeld	N/A	6/16/2026
6/15/2026	Jason Apolinario	Village Clerk	Meeting Minutes for September 2000 Commission Meeting	N/A	6/15/2026

6/15/2026	Tevin Williams	Building	Specifically, we are requesting an electronic spreadsheet, report, database export, or similar record containing: • Property Address • Property Owner Name • Property Owner Mailing Address • Case Number • Violation Description • Date Violation Was Issued • Current Status of the Case • Assigned Inspector • Outstanding Fines, Fees, or Penalties (if applicable) Please include active cases involving: • Work Without Permit Violations • Expired Permit Violations • Unsafe Structures • Unsafe Buildings • Stop Work Orders • Building Code Violations • Structural Violations • Electrical Violations • Plumbing Violations • Mechanical Violations • Roofing Violations • Open Building Department Enforcement Cases • Properties Requiring 40-Year, 50-Year, or Other Mandatory Recertification Inspections • Properties That Have Failed Recertification Requirements	N/A	7/8/2026
6/16/2026	Code Stream Pro	Code Enforcement	Request for all open building code violations from 6/1 - 6/15	N/A	6/16/2026
6/17/2026	Raphael Garcia	Building	Request for all building permit records, inspections, and any related documents for The Lexi Bayview Residences at 7900 Hispanola Ave	N/A	Code response 7/9/2026. Building Cost Estimated was provided 7/9/2026 $279
6/17/2026	Evelyn Vervoort	Building	Request for all building plans and permit information for 1701 S. Treasure Drive	N/A	7/17/2026
6/17/2026	buildingpermits@shovels.ai	Building	Request for the May 2026 Building Permit Report	N/A	7/8/2026

6/22/2026	Florida Contractor Team	Building	Request for FILE 1 — Issued building-permit history (full date range available). For each permit, please include every field your system can output, specifically: • Permit number • Permit type and work class/subtype • Description and status • All dates (applied, issued, finaled/closed, expired) • Job/construction valuation • Square footage • Parcel/folio number and full site address • Contractor business name and license number as carried on the permit FILE 2 (separate) — Your registered / qualified contractor roster, the record contractors submit when they register with the jurisdiction. Please include: • Business name and individual/qualifier name • State license number (and any local registration number) plus the issuing authority (State of Florida vs. county) • Certificate-of-insurance carrier, policy number, and expiration date on file • Email, mailing address, and business phone • Trade/category and registration status (active/expired) FILE 3 (if kept separately) — The certificate-of-insurance table, if your office stores it apart from the roster.		
6/23/2026	Renato Stella	Building	Property Condition Assessment (PCA) and a Phase I Environmental Site Assessment (ESA) on 8000 West Dr, North Bay Village, FL 33141 (Subject Property). As part of the PCA/ESA process, I would like to request access to records regarding the following, as applicable: - - Installation or removal of storage tanks (above and underground) - Hazardous materials storage or release - Hazardous waste generation or discharge - Asbestos or lead based paint abatement - Current and historical building permits - Current and historical Certificates of Occupancy - Date of construction - Dates of public sewer and water connection - Open fire code violations - Open building code violations Date of last building inspection”	N/A	7/17/2026

6/24/2026	Isaac Delton	Finance	please provide all purchase orders within the past 3~ years issued by your agency within the date range above, across all departments and offices if readily available/and or existing. Fields of interest (where readily available): •Purchase order number (or equivalent) •Purchase date •Vendor ID or name •Department or issuing entity (if available) •Line item description •Quantity •Unit price •Total price		
6/24/2026	Louise St. Laurent	Village Clerk	Request for a copy of the Administrative Adjustment application submitted by Nicolas Chambon, the owner of 1450 South Treasure Drive.	N/A	There were no responsive records.
6/25/2026	Mario Solares	Police	Request for Body Worn Footage and incident report Case # 202600028476	Cost estimated provided 6/26/2026 - $1,066.88	Incident Report was provided.
6/25/2026	Sarah Scott	Police	Request all records related to the incident below, with emphasis on interrogation materials: Requested Materials: Interrogation video, audio, and transcripts Interviews or custodial statements (audio, video, transcripts) Body-worn camera footage Patrol dashcam video Surveillance or third-party footage 911 calls and dispatch audio/transcripts Police and investigative reports Any related photos, documents, or media Incident Details: Date of Incident: 2025-01-01	6/26/2026	Provided relevant PD records. Cost estimate was provided for BWC in the amount of $1156.89 for responding officers. No off duty officers BWC was available

6/24/2026	Lauren Brown	Police	request all records related to the incident below, with emphasis on interrogation materials: Requested Materials: Interrogation video, audio, and transcripts Interviews or custodial statements (audio, video, transcripts) Body-worn camera footage Patrol dashcam video Surveillance or third-party footage 911 calls and dispatch audio/transcripts Police and investigative reports Any related photos, documents, or media Incident Details: Date of Incident: 2023-10-16 Location: North Bay Village, FL	6/26/2026	No BWC exist; NBVPD records provided via email.
6/25/2026	News Miami Dade	Village Clerk	Request for the following categories of personnel information: Section 1: A current payroll snapshot for all North Bay Village W-2 employees, including name, job title, department, employment status, hire date, annual salary or hourly rate, gross pay last paycheck, and gross year-to-date pay. This section expressly includes management-classified positions — Department Directors, Division Directors, Chiefs, and any position whose compensation is set by individual agreement, administrative resolution, or management pay plan rather than the standard Village pay schedule. Section 2: Compensation data — including base salary or stipend, auto allowance, any supplemental pay, and total annual compensation — for: (a) the Mayor, all Village Council Members, and any acting or appointed Council Members; (b) the Village Manager; (c) the Village Attorney and all in-house Assistant Village Attorneys; (d) the Village Clerk; and (e) Reserve Police officers and School Crossing Guards compensated by the Village. Fields exempt by statute (SSN, home address, date of birth, bank information, medical records) should be redacted; all other fields are public record. Please provide records in whatever native format the payroll system already generates — Excel, CSV, PDF register, or equivalent — with no need to reformat or convert to a different system.		Provided a Cost Estimate of $615.38 7/13/26

6/29/2026	Kimbell Latone	Village Clerk	Request for all information, financial records, emails, texts, MOU's or correspondence as well as other information related to the Trolley and Normandy Pool or ANY other public transport services from Miami Beach and to NBV, including Freebee. The dollar amounts given to the City of Miami Beach and all contracts.	N/A	
6/30/2026	Carolina Guerrero Espana	Police	Request for a copy of a police report pursuant to Florida Statute §119.07, Florida's Public Records Law. Case Number: 2026 000 41302 Reporting Officer: M. Noel-Fenelon Date of Incident: June 12, 2026 Location: Moda North Bay Village, North Bay Village, FL Victim: Carolina Guerrero Espana	N/A	7/13/2026

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MIAMI BEACH RELATING TO THE CULTURE CRAWL TROLLEY PROGRAM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission ratify the Memorandum of Understanding with the City of Miami Beach relating to the Culture Crawl Trolley Program.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to ratify a Memorandum of Understanding (MOU) between the City of Miami Beach and the Village for participation in the Culture Crawl Trolley Program.

The Culture Crawl is a recurring monthly event taking place on the third Thursday of each month from October through July, providing residents and visitors with complimentary access to cultural programming and activities throughout Miami Beach.

In May 2025, the Village partnered with the City of Miami Beach to launch a shuttle pilot program featuring three (3) trolley vehicles operating for four hours during each event to provide transportation between Miami Beach and North Bay Village. The Memorandum of Understanding (MOU) established the roles and responsibilities of each party, outlined the financial terms of the pilot program, and committed the Village to contribute $960 per event from May 2025 through July 2026.

The route included stops at Harbor Island Drive, Adventure Avenue, East Treasure Drive, Village Hall, and North Beach (71 Street Normandy Fountain).

It is recommended that the Village Commission ratify the Memorandum of Understanding with the City of Miami Beach relating to the Culture Crawl Trolley Program.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Transportation (CITT)
GL Line-Item Number: 115-18-541-3136 Contract Services
Total Budget Allocated: $ 242,361
Total Activity: $94,192.33
Encumbered Amount: 36,270.63
Remaining Balance: $ 111,898.04

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Ratifying Miami Beach MOU Culture Crawl Trolleys.DOCX
Resolution 2024-33121 - City of Miami Beach Letter of Intent.pdf
MOU Cultural Crawls Trolley Program MOU.pdf
CMB Resolution - Cultural Crawls Trolley Program MOU.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MIAMI BEACH RELATING TO THE CULTURE CRAWL TROLLEY PROGRAM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach ("Miami Beach") operates a monthly, free cultural engagement initiative (the "Culture Crawl") throughout Miami Beach; and

WHEREAS, Miami Beach facilitates public access to the Culture Crawl by providing trolley services connecting North Bay Village (the "Village") to Miami Beach (the "Trolley Program"); and

WHEREAS, the Village's participation in the Culture Crawl supports the regional cultural ecosystem and promotes Village resident access and enrichment; and

WHEREAS, the Village began contributing $960 monthly to the Culture Crawl Trolley Program pursuant to an October 24, 2025 Letter of Intent; and

WHEREAS, the Village entered into a Memorandum of Understanding, a copy of which is attached hereto as Exhibit "A," (the "Agreement") with Miami Beach to fund the Village's participation in the Trolley Program; and

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

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

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

Section 2. Ratification. That the Village Commission hereby ratifies the Agreement.

Section 3. Authorization. That the Village Manager is hereby authorized to execute any subsequent agreements, amendments, extensions, or documents with Miami Beach relating to the Trolley Program, subject to budgeted funds and subject to the Village Attorney's approval as to form, content and legal sufficiency, and to take such

further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

RESOLUTION NO. 2024-33121

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE, FINALIZE, AND EXECUTE A LETTER OF INTENT ("LOI") WITH NORTH BAY VILLAGE TO ESTABLISH THE FRAMEWORK FOR COOPERATION ON PUBLIC SAFETY, INFRASTRUCTURE, ENVIRONMENT, AND QUALITY OF LIFE MATTERS, SUBJECT TO REVIEW AND APPROVAL BY THE OFFICE OF THE CITY ATTORNEY.

WHEREAS, as neighboring municipalities, the City of Miami Beach and North Bay Village (collectively referred to as the "Municipalities") recognize the importance of cooperation on matters of public safety, infrastructure, environmental sustainability, and quality of life for their respective communities; and

WHEREAS, North Bay Village has submitted a non-binding Letter of Intent ("LOI") (attached as Exhibit A) establishing a framework for cooperation between the Municipalities with the goal of promoting mutual benefits and leveraging shared resources, expertise, and strategic initiatives to address common challenges and opportunities common to both Municipalities, including, but not limited to:

- Coordinating emergency response services and disaster preparedness plans.
- Collaborating on the planning, development, and maintenance of transportation systems, utilities, and public facilities.
- Joint initiatives for environmental protection, waste management, and sustainability.
- Enhancing recreational facilities, parks, and community programs.
- Exploring the potential for a joint water taxi service; and

WHEREAS, the LOI contemplates that the Municipalities may mutually agree to execute one or more binding Interlocal Agreement(s) and/or Memorandum(a) of Understanding to address specific projects and/or areas of cooperation; and

WHEREAS, the Mayor and City Commission wish to authorize the City Administration to negotiate, finalize, and execute the LOI with North Bay Village for cooperation on public safety, infrastructure, environment, and quality of life matters, subject to review and approval by the Office of the City Attorney.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the City Administration to negotiate, finalize, and execute a non-binding Letter of Intent ("LOI") with North Bay Village to establish the framework for cooperation on public safety, infrastructure, environment, and quality of life matters, subject to review and approval by the Office of the City Attorney.

PASSED and ADOPTED this 26 day of June, 2024.

ATTEST:

JUL - 3 2024

Rafael E. Granado, City Clerk

Steven Meiner, Mayor

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 6/27/2024 Date

(sponsored by Commissioner David Suarez)

DR. RALPH ROSADO
Village Manager

June 6, 2024

Interim City Manager Rickelle Williams
City of Miami Beach
1700 Convention Drive
Miami Beach, FL 33139

Subject: Letter of Intent for Cooperation on Public Safety, Infrastructure, Environment, and Quality of Life Matters

This Letter of Intent ("LOI") sets forth the agreement between North Bay Village ("Municipality 1") and the City of Miami Beach ("Municipality 2") (collectively referred to as the "Municipalities") to cooperate on various matters of public interest, including but not limited to public safety, infrastructure, environmental sustainability, and overall quality of life for our respective communities.

Purpose

The purpose of this LOI is to establish a framework for cooperation between North Bay Village and the City of Miami Beach with the goal of promoting mutual benefits in the areas mentioned above. This cooperation aims to leverage shared resources, expertise, and strategic initiatives to address common challenges and opportunities.

Areas of Cooperation

The Municipalities intend to cooperate in the following areas:

a. Public Safety

- Coordinating emergency response services and disaster preparedness plans.
- Sharing resources and information related to law enforcement, fire services, and emergency medical services.

b. Infrastructure

- Collaborating on the planning, development, and maintenance of transportation systems, utilities, and public facilities.
- Sharing best practices and technical expertise for infrastructure projects.
- Jointly advocating for improvements along the Kennedy Causeway, including requesting the area to be added to the PD&E scope, gathering support letters, holding joint meetings with FDOT, and requesting causeway improvements in the 5-Year FDOT Plan.

c. Environment

- Joint initiatives for environmental protection, waste management, and sustainability.
- Developing and implementing policies to reduce carbon emissions and promote green energy.
- Joint advocacy on amending regulations affecting the environment (e.g., water quality) and quality of life (e.g., derelict vessels, water-based businesses, and mooring fields).

d. Quality of Life

- Enhancing recreational facilities, parks, and community programs.
- Collaborating on health and social services to improve the well-being of residents.
- Exploring the potential for a joint water taxi service.

Implementation

To facilitate the implementation of this cooperation, the Municipalities will:

- Establish a Joint Steering Committee composed of representatives from both Municipalities to oversee and coordinate activities.
- Develop a detailed action plan outlining specific projects, timelines, and responsibilities.
- Hold regular meetings to review progress, address challenges, and adjust strategies as needed.

Duration and Termination

This LOI will remain in effect for a period of five (5) years, commencing on the date of the last signature below, and renewable subject to mutual agreement of the Municipalities. Either municipality may terminate this LOI with thirty (30) days' written notice to the other party.

Non-Binding Nature

This LOI is non-binding and does not create any legally enforceable obligations. It reflects the intent of the Municipalities to cooperate in good faith and pursue the areas of collaboration outlined herein. The Municipalities may mutually agree to execute one or more interlocal agreement(s) and/or memorandum(a) of understanding to address specific projects and/or areas of cooperation.

Confidentiality

Any information that is exempt from the Public Records Act and disclosed by one Municipality (the "Disclosing Municipality") pursuant to this LOI will be treated by the receiving Municipality (the "Receiving Municipality") as confidential and will not be disclosed to any third party without the prior written consent of the Disclosing Municipality, except as required by law.

Governing Law

This LOI will be governed by and construed in accordance with the laws of the State of Florida.

Best Regards,

Dr. Ralph Rosado, Village Manager
North Bay Village

rrosado@nbvillage.com
(305) 978-6700

MIAMIBEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: City Attorney Ricardo J. Dopico

DATE: June 26, 2024

TITLE: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE, FINALIZE, AND EXECUTE A LETTER OF INTENT ("LOI") WITH NORTH BAY VILLAGE TO ESTABLISH THE FRAMEWORK FOR COOPERATION ON PUBLIC SAFETY, INFRASTRUCTURE, ENVIRONMENT, AND QUALITY OF LIFE MATTERS, SUBJECT TO REVIEW AND APPROVAL BY THE OFFICE OF THE CITY ATTORNEY.

ANALYSIS

The attached Resolution was prepared at the request of the sponsor, Commissioner David Suarez.

FISCAL IMPACT STATEMENT

N/A

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?

No

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

City Attorney

Sponsor(s)

Commissioner David Suarez

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RESOLUTION NO. 2026-34288

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AT ITS MARCH 26, 2025 MEETING AND APPROVING, IN SUBSTANTIAL FORM, A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CITY OF MIAMI BEACH AND NORTH BAY VILLAGE FOR NORTH BAY VILLAGE TO PARTICIPATE IN THE CULTURE CRAWL TROLLEY PROGRAM; AUTHORIZING THE ADMINISTRATION TO FINALIZE THE MOU; AND FURTHER, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL MOU.

WHEREAS, at the February 3, 2025 meeting of the City Commission, an agenda item was referred to the Finance and Economic Resiliency Committee ("FERC") to evaluate a potential intergovernmental agreement between the City of Miami Beach ("City") and North Bay Village ("NBV") to enhance transit connectivity between the two municipalities; and

WHEREAS, on March 26, 2025, the FERC considered the item and recommended that the City Administration ("Administration") proceed with a pilot shuttle service operating during the monthly Culture Crawl events to provide connectivity between North Beach and NBV; and

WHEREAS, the Culture Crawl is a recurring monthly event held on the third Thursday of each month, providing free public access to cultural institutions and programming throughout Miami Beach; and

WHEREAS, the Administration implemented a shuttle pilot program beginning in May 2025, consisting of three (3) trolley vehicles operating approximately four (4) hours per event, designed to provide a direct connection between key destinations in North Beach and NBV; and

WHEREAS, the pilot program has demonstrated moderate but consistent ridership, with average utilization exceeding 150 passengers per event, and has provided valuable operational and demand data; and

WHEREAS, on October 24, 2025, NBV provided a Letter of Intent confirming its participation in the pilot program and its commitment to contribute $960 per Culture Crawl event for the program period spanning May 2025 through July 2026; and

WHEREAS, the proposed MOU formalizes the roles, responsibilities, and financial participation of NBV, including funding for thirteen (13) Culture Crawl events, totaling $12,480; and

WHEREAS, the Administration has negotiated the MOU, attached to the City Commission Memorandum as Exhibit A, in accordance with the direction provided by the FERC, establishing a clear framework for continuation of the pilot program through the 2025–2026 Culture Crawl season.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Finance and Economic Resiliency Committee, at its March 26, 2025 meeting and approve, in substantial form, a Memorandum of

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Understanding ("MOU") between the City of Miami Beach and North Bay Village for North Bay Village to participate in the Culture Crawl Trolley Program; authorize the Administration to finalize the MOU; and further, authorize the City Manager and City Clerk to execute the final MOU.

PASSED and **ADOPTED** this 20 day of May, 2026.

Steven Meiner, Mayor

ATTEST:

MAY 26 2026

Rafael E. Granado, City Clerk

MIAMI BEACH INCORPORATED MARCH 26TH 1915

Sponsored by Commissioner David Suarez

Co-Sponsored by Commissioner Tanya K. Bhatt

Co-Sponsored by Commissioner Alex J. Fernandez

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney ER Date 4/14/2026

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MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Eric Carpenter, City Manager

DATE: May 20, 2026

TITLE: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AT ITS MARCH 26, 2025 MEETING AND APPROVING, IN SUBSTANTIAL FORM, A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CITY OF MIAMI BEACH AND NORTH BAY VILLAGE FOR NORTH BAY VILLAGE TO PARTICIPATE IN THE CULTURE CRAWL TROLLEY PROGRAM; AUTHORIZING THE ADMINISTRATION TO FINALIZE THE MOU; AND FURTHER, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL MOU.

RECOMMENDATION

The City Administration ("Administration") recommends that the Mayor and City Commission ("City Commission") adopt the Resolution approving, in substantial form, the Memorandum of Understanding ("MOU") between the City of Miami Beach ("City") and North Bay Village for North Bay Village's participation in the Culture Crawl Trolley Program, and authorizing the City Manager to execute the final MOU.

BACKGROUND/HISTORY

At the February 3, 2025 City Commission meeting, at the request of Commissioner David Suarez, the City Commission referred an agenda item (C4 AY) to the Finance and Economic Resiliency Committee ("FERC") to discuss a potential intergovernmental agreement between the City and North Bay Village to extend transit connectivity between the two municipalities.

At the March 26, 2025 FERC meeting, the Administration presented two (2) potential pilot program options. Following the discussion, the FERC recommended that the Administration proceed with Option 2 consisting of a shuttle service pilot program operating during monthly Culture Crawl events to provide connectivity between North Beach and North Bay Village (the "Culture Crawl Trolley Program"). Culture Crawl is a recurring monthly event held on the third Thursday of each month from October through July of each year, providing free public access to cultural institutions, programming, and activities throughout Miami Beach. The pilot program leverages this existing activation to test a transit connection between the two jurisdictions in a cost-effective and operationally feasible manner.

Following the FERC meeting, the Administration coordinated with North Bay Village to formalize North Bay Village's financial participation in the Culture Crawl Trolley Program. On October 24, 2025, North Bay Village, through its Village Manager, provided a Letter of Intent confirming its intent to fund the Culture Crawl Trolley Program for the Culture Crawl season spanning from May 2025 through July 2026 (Attachment A). Pursuant to North Bay Village's commitment letter, the Administration has negotiated an MOU with North Bay Village to establish the roles,

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responsibilities, and North Bay Village's financial participation for the Culture Crawl Trolley Program from May 2025 through July 2026.

ANALYSIS

The Administration initiated the Culture Crawl Trolley Program in May 2025 as a pilot program. The pilot program operates on the third Thursday of each month in conjunction with Culture Crawl events and consists of three (3) dedicated shuttles operating for four (4) hours per event (6:00 p.m. to 10:00 p.m.), with average headways of approximately 15 minutes. The service is designed as a focused, point-to-point connection between key destinations in North Beach and North Bay Village. The route includes several strategically located stops within North Bay Village (e.g., Harbor Island Drive, Adventure Avenue, East Treasure Drive, and City Hall) and in North Beach (e.g., 71 Street, Normandy Fountain, and the Bandshell), providing direct access to cultural programming and community activations in the area.

From a financial perspective, the Culture Crawl Trolley Program is fully-funded by North Bay Village at a rate of $960 per event, covering the operation of three (3) shuttles at $80 per service hour per vehicle, for a four (4)-hour period. Based on observed performance to date, the service has demonstrated moderate but consistent utilization, with average ridership generally exceeding 150 passengers per event.

Operationally, the Culture Crawl Trolley Program has proven to be efficient and scalable. Additionally, the pilot has provided valuable real-world data on passenger demand, which is critical for evaluating the effectiveness of the pilot program and the feasibility of any future permanent service expansion.

The proposed MOU formalizes North Bay Village's financial participation and establishes a clear framework for continuation of the Culture Crawl Trolley Program through the 2025–2026 Culture Crawl season. Continued monitoring of ridership, operational performance, and community feedback will inform any future consideration of a potential long-term transit connection between Miami Beach and North Bay Village.

FISCAL IMPACT STATEMENT

The Culture Crawl Trolley Program is fully funded by North Bay Village. The cost is $960 per event, which covers the cost of operating three (3) shuttles for the duration of each Culture Crawl event. The MOU includes a total of thirteen (13) Culture Crawl events (from May 2025 through July 2025 and from October 2025 through July 2026), resulting in a total anticipated financial contribution of $12,480 from North Bay Village.

Does this Ordinance require a Business Impact Estimate?
(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:
See BIE at: https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notices/

FINANCIAL INFORMATION

N/A

CONCLUSION

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

The Culture Crawl Trolley Program has demonstrated a cost-effective and operationally feasible approach to enhancing regional connectivity between the City and North Bay Village. The proposed MOU formalizes North Bay Village's participation and funding commitment, allowing the City to continue evaluating the pilot program through the 2025–2026 Culture Crawl season.

The Administration recommends approval of the MOU to support continued implementation of the pilot program and to inform future consideration of a potential long-term transit connection between the two municipalities.

Applicable Area

North Beach

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?

No

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

Transportation and Mobility

Sponsor(s)

Commissioner David Suarez

Co-sponsor(s)

Commissioner Tanya K. Bhatt
Commissioner Alex Fernandez

Condensed Title

NR- Approve MOU w/ North Bay Village, Culture Crawl Trolley Program. (DS/TB/AF) TR

Previous Action (For City Clerk Use Only)

Not reached on 4/22/2026 - C7 S (Separated by Commissioner Bhatt)

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

Committee Referrals - C4 AY

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: City Attorney Ricardo J. Dopico

DATE: February 3, 2025

TITLE: REFERRAL TO THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE - DISCUSS POSSIBLE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND NORTH BAY VILLAGE FOR EXTENDING MIAMI BEACH TROLLEY ROUTE.

RECOMMENDATION

BACKGROUND/HISTORY

ANALYSIS

Please place on the February 3, 2025 agenda a referral to the Finance and Economic Resiliency Committee (the "Committee") to discuss a potential interlocal agreement between the City of Miami Beach and North Bay Village to extend the Miami Beach Trolley Route to North Bay Village.

As part of our ongoing efforts to improve public transportation access and connectivity in our region, I would like the Committee to explore the possibility of expanding the Miami Beach Trolley Route to include North Bay Village. This extension would provide an additional transportation option for residents, visitors, and workers traveling between Miami Beach and North Bay Village, enhancing both the accessibility and convenience of public transit in the area.

To facilitate this discussion, I recommend that the Administration engage in preliminary talks with North Bay Village staff to identify potential trolley stop locations, as well as to gather an estimate of the costs associated with expanding the route. Additionally, the Administration should work with both the City of Miami Beach and North Bay Village to explore feasible cost-sharing arrangements for this expansion. Other relevant factors such as operational logistics, ridership estimates, and any additional considerations that could impact this project should also be reviewed.

FISCAL IMPACT STATEMENT

N/A

Does this Ordinance require a Business Impact Estimate?
(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:
See BIE at: https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notices/

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

FINANCIAL INFORMATION

CONCLUSION

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?

No

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

City Attorney

Sponsor(s)

Commissioner David Suarez

Co-sponsor(s)

Condensed Title

Ref: FERC - Interlocal Agmt w/ North Bay Village, Extending MB Trolley Route. (Suarez) CA

Previous Action (For City Clerk Use Only)

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
NORTH BAY VILLAGE, FLORIDA
FOR PARTICIPATION IN THE CULTURE CRAWL TROLLEY PROGRAM

This Memorandum of Understanding ("MOU") is entered into this 29 day of June, 2026 and is effective as of this 29 day of June, 2026 ("Effective Date"), by and between the City of Miami Beach, Florida ("CMB" or "City"), and North Bay Village, Florida ("NBV"), for the purpose of outlining financial participation and collaboration in the Culture Crawl Trolley Program for the 2025–2026 program season.

WITNESSETH

WHEREAS, the City operates a recurring monthly "Culture Crawl," a cultural engagement initiative providing free evening access to cultural institutions, venues, and public programming throughout Miami Beach;

WHEREAS, the City provides trolley services as part of the Culture Crawl to facilitate public access to program locations;

WHEREAS, NBV began participating in the Culture Crawl program in 2025, providing financial support for Culture Crawl events held in May, June, July, and October 2025;

WHEREAS, NBV previously committed to funding Culture Crawl events held in May, June, July, and October 2025;

WHEREAS, NBV has expressed its intent to continue participation in the Culture Crawl Trolley Program for the upcoming season spanning October 2025 through July 2026;

WHEREAS, NBV has committed to contributing $960 per Culture Crawl event, representing the cost of three trolleys provided by CMB at a rate of $80 per hour per trolley for a four-hour period;

WHEREAS, NBV's participation supports the regional cultural ecosystem and expands access for NBV residents to Miami Beach cultural offerings; and

WHEREAS, the parties desire to memorialize their mutual commitments and responsibilities as related to the Culture Crawl Trolley Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Purpose**. The purpose of this MOU is to establish the responsibilities and financial commitments of CMB and NBV regarding NBV's participation in the Culture Crawl Trolley Program for the period of May 2025 through July 2026.

2. **Term**. This MOU shall cover the following Culture Crawl periods:
   - May 2025 – July 2025 (3 events)
   - October 2025 – July 2026 (10 events)

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The MOU shall begin on the Effective Date and shall remain in effect through **July 31, 2026**, unless earlier terminated or extended in writing by both Parties. This MOU may be extended upon written agreement of both Parties. Any extension must be documented via a written amendment signed by both Parties.

3. **NBV Monetary Contributions.**

   Per-Event Contribution: NBV shall contribute **$960 per Culture Crawl event**, representing NBV's share for trolley operations during each monthly Culture Crawl.

   Total Contribution: For the 13 Culture Crawl events described herein, the anticipated total contribution from NBV is: **$960 × 13 events = $12,480**

   NBV shall make payment to the City within **ten (10) days** of execution of this MOU, unless otherwise agreed to in writing.

4. **NBV Nonmonetary Contributions**.

   NBV shall:
   - Provide timely payment as described in Section 3.
   - Promote the Culture Crawl to NBV residents through its communication channels.
   - Coordinate any NBV-specific logistics or participation items as mutually agreed.

5. **CMB Contributions**.

   CMB shall:
   - Provide three trolleys for each Culture Crawl event attended by NBV residents.
   - Operate the trolleys for a four-hour duration per event.
   - Coordinate the Culture Crawl programming, routing, marketing, and operations.
   - Provide NBV with an annual summary of event activity upon request.

6. **Termination for Convenience**. Either Party may terminate this MOU with thirty (30) days written notice, for any reason or no reason. If the MOU is terminated for convenience by NBV, NBV shall pay the City for any services performed up to the date of termination.

7. **Termination for Cause**. If NBV shall fail to timely pay the City as required hereunder, the City, through its City Manager, shall have the right to terminate this MOU for cause. Prior to exercising its option to terminate for cause, the City shall notify NBV of its violation of the particular term(s) of this MOU and shall grant NBV five (5) days to cure such violation. If NBV fails to cure such default within the cure period provided, the City may terminate this MOU without further notice to NBV. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this MOU. However, NBV shall not be relieved of liability to the City for damages sustained by the City for any breach of this MOU by NBV.

8. **Records**. NBV agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under this MOU. The City or its authorized agent shall have

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the right to audit and inspect such records from time to time during the term of this MOU, upon reasonable notice to NBV.

9. **OIG**. Section 2-378 of the City of Miami Beach City Code is hereby incorporated herein by reference.

10. **Entire Agreement**. This document constitutes the entire agreement between the parties regarding NBV's participation in the Culture Crawl Trolley Program, and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreement or understandings concerning the subject matter of this MOU that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this MOU.

11. **Public Records**. The City and NBV are subject to Chapter 119 of the Florida Statutes (the "Public Records Law"). This MOU and any related documents and/or correspondence shall become a public record subject to the Public Records Law. The parties shall maintain their own respective records and documents associated with this MOU in accordance with the requirements for records retention set forth in the Public Records Law. Each party shall be responsible for compliance with any public records requests served upon it in accordance with the Public Records Law.

12. **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.

13. **Governing Law and Venue**. This MOU shall be construed in accordance with the Laws of the State of Florida. The venue for any dispute with respect to this MOU shall be in Miami-Dade County, Florida. CMB and NBV shall be responsible for their respective attorney's fees and costs incurred as a result of any action or proceeding under this MOU.

14. **No Waiver of Sovereign Immunity**. Notwithstanding any other term in this MOU, nothing herein shall be deemed a waiver of the City's or NBV's sovereign immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

15. **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to herein expresses their mutual intent and this resulting MOU shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this MOU and executed by each party hereto. The City Manager of the City of Miami Beach, Florida, on behalf of CMB, shall be authorized to

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

execute any amendment or extension of this MOU. The City Manager of North Bay Village, Florida, on behalf of NBV, shall be authorized to execute any amendment or extension of this MOU.

17. **Waiver**. There shall be no waiver of the right of any party to demand performance of any of the provisions, terms and covenants of this MOU nor shall there be a waiver of any breach, default or nonperformance hereof by any party, unless such waiver is explicitly made in writing by the such party.

18. **Force Majeure**. No fault, delay, or failure to perform on the part of any party to this MOU shall be considered a default, delay or failure to perform, if such a default, delay or failure to perform is due to causes beyond the party's reasonable control (e.g., hurricane and other acts of God, war, terrorist attacks). In the event of such default, delay, or failure to perform, the performance of the provisions contained herein may be extended upon mutual agreement of all parties.
19. **Notice**. Any notices given hereunder shall be in writing and shall be deemed to have been given if sent by_____. The parties designate the following for notice purposes:

For the City:

For NBV:

20. **Authority**. Each party warrants and represents that the person signing this MOU on its behalf has full legal power to execute this MOU on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this MOU.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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IN WITNESS THEREOF, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

Rafael E. Granado, City Clerk

Date:

CITY OF MIAMI BEACH, FLORIDA

By:
Eric T. Carpenter, City Manager

ATTEST:

By:
Village Clerk

Date: 6/29/2026

NORTH BAY VILLAGE, FLORIDA

By:
Village Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

Village Commission

Rachel Streitfeld, Esq.
Mayor

Goran Cuk
Vice Mayor

Dr. Richard Chervony
Commissioner

Andy Daro
Commissioner

Doris Acosta
Commissioner

Office of the Village Manager
Frank K. Rollason

Village Officials

Frank K. Rollason
Village Manager

Alba L. Chang
Village Clerk

Haydee S. Sera
Village Attorney

October 24, 2025

City of Miami Beach
Letter of Intent - Culture Crawl Trolley Program

Dear Manager Carpenter,

On behalf of North Bay Village, I am writing to confirm our continued participation in the Culture Crawl pilot program for the upcoming season, spanning October 2025 through July 2026.

Bay Village previously committed to funding Culture Crawl events held in May, June, July, and October 2025. We are pleased to confirm our intent to continue this financial support for the upcoming season.

North Bay Village commits to contributing $960 per Culture Crawl event, which covers the use of three trolleys from the City of Miami Beach at a rate of $80 per hour per trolley for a four-hour duration.

Upon receipt of this letter, we understand that a funding agreement will be prepared to reflect North Bay Village's full financial contribution for the following periods:

- May 2025 – July 2025 (3 events)
- October 2025 – July 2026 (10 events)

At a rate of $960 per event, the total contribution for the 13-month period will be $12,480.

We appreciate the opportunity to continue supporting this valuable cultural initiative and look forward to another successful season.

Sincerely,
Frank Rollason
Village Manager

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

RESOLUTION NO. 2026-34288

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AT ITS MARCH 26, 2025 MEETING AND APPROVING, IN SUBSTANTIAL FORM, A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CITY OF MIAMI BEACH AND NORTH BAY VILLAGE FOR NORTH BAY VILLAGE TO PARTICIPATE IN THE CULTURE CRAWL TROLLEY PROGRAM; AUTHORIZING THE ADMINISTRATION TO FINALIZE THE MOU; AND FURTHER, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL MOU.

WHEREAS, at the February 3, 2025 meeting of the City Commission, an agenda item was referred to the Finance and Economic Resiliency Committee ("FERC") to evaluate a potential intergovernmental agreement between the City of Miami Beach ("City") and North Bay Village ("NBV") to enhance transit connectivity between the two municipalities; and

WHEREAS, on March 26, 2025, the FERC considered the item and recommended that the City Administration ("Administration") proceed with a pilot shuttle service operating during the monthly Culture Crawl events to provide connectivity between North Beach and NBV; and

WHEREAS, the Culture Crawl is a recurring monthly event held on the third Thursday of each month, providing free public access to cultural institutions and programming throughout Miami Beach; and

WHEREAS, the Administration implemented a shuttle pilot program beginning in May 2025, consisting of three (3) trolley vehicles operating approximately four (4) hours per event, designed to provide a direct connection between key destinations in North Beach and NBV; and

WHEREAS, the pilot program has demonstrated moderate but consistent ridership, with average utilization exceeding 150 passengers per event, and has provided valuable operational and demand data; and

WHEREAS, on October 24, 2025, NBV provided a Letter of Intent confirming its participation in the pilot program and its commitment to contribute $960 per Culture Crawl event for the program period spanning May 2025 through July 2026; and

WHEREAS, the proposed MOU formalizes the roles, responsibilities, and financial participation of NBV, including funding for thirteen (13) Culture Crawl events, totaling $12,480; and

WHEREAS, the Administration has negotiated the MOU, attached to the City Commission Memorandum as Exhibit A, in accordance with the direction provided by the FERC, establishing a clear framework for continuation of the pilot program through the 2025–2026 Culture Crawl season.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Finance and Economic Resiliency Committee, at its March 26, 2025 meeting and approve, in substantial form, a Memorandum of

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

Understanding ("MOU") between the City of Miami Beach and North Bay Village for North Bay Village to participate in the Culture Crawl Trolley Program; authorize the Administration to finalize the MOU; and further, authorize the City Manager and City Clerk to execute the final MOU.

PASSED and **ADOPTED** this 20 day of May, 2026.

Steven Meiner, Mayor

ATTEST:

MAY 26 2026

Rafael E. Granado, City Clerk

MIAMI BEACH INCORPORATED MARCH 26 1915

Sponsored by Commissioner David Suarez

Co-Sponsored by Commissioner Tanya K. Bhatt

Co-Sponsored by Commissioner Alex J. Fernandez

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney ER Date 4/14/2026

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

MIAMIBEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Eric Carpenter, City Manager

DATE: May 20, 2026

TITLE: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AT ITS MARCH 26, 2025 MEETING AND APPROVING, IN SUBSTANTIAL FORM, A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CITY OF MIAMI BEACH AND NORTH BAY VILLAGE FOR NORTH BAY VILLAGE TO PARTICIPATE IN THE CULTURE CRAWL TROLLEY PROGRAM; AUTHORIZING THE ADMINISTRATION TO FINALIZE THE MOU; AND FURTHER, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL MOU.

RECOMMENDATION

The City Administration ("Administration") recommends that the Mayor and City Commission ("City Commission") adopt the Resolution approving, in substantial form, the Memorandum of Understanding ("MOU") between the City of Miami Beach ("City") and North Bay Village for North Bay Village's participation in the Culture Crawl Trolley Program, and authorizing the City Manager to execute the final MOU.

BACKGROUND/HISTORY

At the February 3, 2025 City Commission meeting, at the request of Commissioner David Suarez, the City Commission referred an agenda item (C4 AY) to the Finance and Economic Resiliency Committee ("FERC") to discuss a potential intergovernmental agreement between the City and North Bay Village to extend transit connectivity between the two municipalities.

At the March 26, 2025 FERC meeting, the Administration presented two (2) potential pilot program options. Following the discussion, the FERC recommended that the Administration proceed with Option 2 consisting of a shuttle service pilot program operating during monthly Culture Crawl events to provide connectivity between North Beach and North Bay Village (the "Culture Crawl Trolley Program"). Culture Crawl is a recurring monthly event held on the third Thursday of each month from October through July of each year, providing free public access to cultural institutions, programming, and activities throughout Miami Beach. The pilot program leverages this existing activation to test a transit connection between the two jurisdictions in a cost-effective and operationally feasible manner.

Following the FERC meeting, the Administration coordinated with North Bay Village to formalize North Bay Village's financial participation in the Culture Crawl Trolley Program. On October 24, 2025, North Bay Village, through its Village Manager, provided a Letter of Intent confirming its intent to fund the Culture Crawl Trolley Program for the Culture Crawl season spanning from May 2025 through July 2026 (Attachment A). Pursuant to North Bay Village's commitment letter, the Administration has negotiated an MOU with North Bay Village to establish the roles,

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

responsibilities, and North Bay Village's financial participation for the Culture Crawl Trolley Program from May 2025 through July 2026.

ANALYSIS

The Administration initiated the Culture Crawl Trolley Program in May 2025 as a pilot program. The pilot program operates on the third Thursday of each month in conjunction with Culture Crawl events and consists of three (3) dedicated shuttles operating for four (4) hours per event (6:00 p.m. to 10:00 p.m.), with average headways of approximately 15 minutes. The service is designed as a focused, point-to-point connection between key destinations in North Beach and North Bay Village. The route includes several strategically located stops within North Bay Village (e.g., Harbor Island Drive, Adventure Avenue, East Treasure Drive, and City Hall) and in North Beach (e.g., 71 Street, Normandy Fountain, and the Bandshell), providing direct access to cultural programming and community activations in the area.

From a financial perspective, the Culture Crawl Trolley Program is fully-funded by North Bay Village at a rate of $960 per event, covering the operation of three (3) shuttles at $80 per service hour per vehicle, for a four (4)-hour period. Based on observed performance to date, the service has demonstrated moderate but consistent utilization, with average ridership generally exceeding 150 passengers per event.

Operationally, the Culture Crawl Trolley Program has proven to be efficient and scalable. Additionally, the pilot has provided valuable real-world data on passenger demand, which is critical for evaluating the effectiveness of the pilot program and the feasibility of any future permanent service expansion.

The proposed MOU formalizes North Bay Village's financial participation and establishes a clear framework for continuation of the Culture Crawl Trolley Program through the 2025–2026 Culture Crawl season. Continued monitoring of ridership, operational performance, and community feedback will inform any future consideration of a potential long-term transit connection between Miami Beach and North Bay Village.

FISCAL IMPACT STATEMENT

The Culture Crawl Trolley Program is fully funded by North Bay Village. The cost is $960 per event, which covers the cost of operating three (3) shuttles for the duration of each Culture Crawl event. The MOU includes a total of thirteen (13) Culture Crawl events (from May 2025 through July 2025 and from October 2025 through July 2026), resulting in a total anticipated financial contribution of $12,480 from North Bay Village.

Does this Ordinance require a Business Impact Estimate?
(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:
See BIE at: https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notices/

FINANCIAL INFORMATION

N/A

CONCLUSION

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

The Culture Crawl Trolley Program has demonstrated a cost-effective and operationally feasible approach to enhancing regional connectivity between the City and North Bay Village. The proposed MOU formalizes North Bay Village's participation and funding commitment, allowing the City to continue evaluating the pilot program through the 2025–2026 Culture Crawl season.

The Administration recommends approval of the MOU to support continued implementation of the pilot program and to inform future consideration of a potential long-term transit connection between the two municipalities.

Applicable Area

North Beach

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?

No

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

Transportation and Mobility

Sponsor(s)

Commissioner David Suarez

Co-sponsor(s)

Commissioner Tanya K. Bhatt
Commissioner Alex Fernandez

Condensed Title

NR- Approve MOU w/ North Bay Village, Culture Crawl Trolley Program. (DS/TB/AF) TR

Previous Action (For City Clerk Use Only)

Not reached on 4/22/2026 - C7 S (Separated by Commissioner Bhatt)

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

Committee Referrals - C4 AY

MIAMIBEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: City Attorney Ricardo J. Dopico

DATE: February 3, 2025

TITLE: REFERRAL TO THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE - DISCUSS POSSIBLE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND NORTH BAY VILLAGE FOR EXTENDING MIAMI BEACH TROLLEY ROUTE.

RECOMMENDATION

BACKGROUND/HISTORY

ANALYSIS

Please place on the February 3, 2025 agenda a referral to the Finance and Economic Resiliency Committee (the "Committee") to discuss a potential interlocal agreement between the City of Miami Beach and North Bay Village to extend the Miami Beach Trolley Route to North Bay Village.

As part of our ongoing efforts to improve public transportation access and connectivity in our region, I would like the Committee to explore the possibility of expanding the Miami Beach Trolley Route to include North Bay Village. This extension would provide an additional transportation option for residents, visitors, and workers traveling between Miami Beach and North Bay Village, enhancing both the accessibility and convenience of public transit in the area.

To facilitate this discussion, I recommend that the Administration engage in preliminary talks with North Bay Village staff to identify potential trolley stop locations, as well as to gather an estimate of the costs associated with expanding the route. Additionally, the Administration should work with both the City of Miami Beach and North Bay Village to explore feasible cost-sharing arrangements for this expansion. Other relevant factors such as operational logistics, ridership estimates, and any additional considerations that could impact this project should also be reviewed.

FISCAL IMPACT STATEMENT

N/A

Does this Ordinance require a Business Impact Estimate?
(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:
See BIE at: https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notices/

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

FINANCIAL INFORMATION

CONCLUSION

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?

No

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

City Attorney

Sponsor(s)

Commissioner David Suarez

Co-sponsor(s)

Condensed Title

Ref: FERC - Interlocal Agmt w/ North Bay Village, Extending MB Trolley Route. (Suarez) CA

Previous Action (For City Clerk Use Only)

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
NORTH BAY VILLAGE, FLORIDA
FOR PARTICIPATION IN THE CULTURE CRAWL TROLLEY PROGRAM

This Memorandum of Understanding ("MOU") is entered into this ___ day of _____, 2026 and is effective as of this ___ day of _____, 2026 ("Effective Date"), by and between the City of Miami Beach, Florida ("CMB" or "City"), and North Bay Village, Florida ("NBV"), for the purpose of outlining financial participation and collaboration in the Culture Crawl Trolley Program for the 2025–2026 program season.

WITNESSETH

WHEREAS, the City operates a recurring monthly "Culture Crawl," a cultural engagement initiative providing free evening access to cultural institutions, venues, and public programming throughout Miami Beach;

WHEREAS, the City provides trolley services as part of the Culture Crawl to facilitate public access to program locations;

WHEREAS, NBV began participating in the Culture Crawl program in 2025, providing financial support for Culture Crawl events held in May, June, July, and October 2025;

WHEREAS, NBV previously committed to funding Culture Crawl events held in May, June, July, and October 2025;

WHEREAS, NBV has expressed its intent to continue participation in the Culture Crawl Trolley Program for the upcoming season spanning October 2025 through July 2026;

WHEREAS, NBV has committed to contributing $960 per Culture Crawl event, representing the cost of three trolleys provided by CMB at a rate of $80 per hour per trolley for a four-hour period;

WHEREAS, NBV's participation supports the regional cultural ecosystem and expands access for NBV residents to Miami Beach cultural offerings; and

WHEREAS, the parties desire to memorialize their mutual commitments and responsibilities as related to the Culture Crawl Trolley Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Purpose**. The purpose of this MOU is to establish the responsibilities and financial commitments of CMB and NBV regarding NBV's participation in the Culture Crawl Trolley Program for the period of May 2025 through July 2026.

2. **Term**. This MOU shall cover the following Culture Crawl periods:
   - May 2025 – July 2025 (3 events)
   - October 2025 – July 2026 (10 events)

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The MOU shall begin on the Effective Date and shall remain in effect through **July 31, 2026**, unless earlier terminated or extended in writing by both Parties. This MOU may be extended upon written agreement of both Parties. Any extension must be documented via a written amendment signed by both Parties.

3. **NBV Monetary Contributions.**

   Per-Event Contribution: NBV shall contribute **$960 per Culture Crawl event**, representing NBV's share for trolley operations during each monthly Culture Crawl.

   Total Contribution: For the 13 Culture Crawl events described herein, the anticipated total contribution from NBV is: **$960 × 13 events = $12,480**

   NBV shall make payment to the City within **ten (10) days** of execution of this MOU, unless otherwise agreed to in writing.

4. **NBV Nonmonetary Contributions**.

   NBV shall:
   - Provide timely payment as described in Section 3.
   - Promote the Culture Crawl to NBV residents through its communication channels.
   - Coordinate any NBV-specific logistics or participation items as mutually agreed.

5. **CMB Contributions**.

   CMB shall:
   - Provide three trolleys for each Culture Crawl event attended by NBV residents.
   - Operate the trolleys for a four-hour duration per event.
   - Coordinate the Culture Crawl programming, routing, marketing, and operations.
   - Provide NBV with an annual summary of event activity upon request.

6. **Termination for Convenience**. Either Party may terminate this MOU with thirty (30) days written notice, for any reason or no reason. If the MOU is terminated for convenience by NBV, NBV shall pay the City for any services performed up to the date of termination.

7. **Termination for Cause**. If NBV shall fail to timely pay the City as required hereunder, the City, through its City Manager, shall have the right to terminate this MOU for cause. Prior to exercising its option to terminate for cause, the City shall notify NBV of its violation of the particular term(s) of this MOU and shall grant NBV five (5) days to cure such violation. If NBV fails to cure such default within the cure period provided, the City may terminate this MOU without further notice to NBV. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this MOU. However, NBV shall not be relieved of liability to the City for damages sustained by the City for any breach of this MOU by NBV.

8. **Records**. NBV agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under this MOU. The City or its authorized agent shall have

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the right to audit and inspect such records from time to time during the term of this MOU, upon reasonable notice to NBV.

9. **OIG**. Section 2-378 of the City of Miami Beach City Code is hereby incorporated herein by reference.

10. **Entire Agreement**. This document constitutes the entire agreement between the parties regarding NBV's participation in the Culture Crawl Trolley Program, and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreement or understandings concerning the subject matter of this MOU that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this MOU.

11. **Public Records**. The City and NBV are subject to Chapter 119 of the Florida Statutes (the "Public Records Law"). This MOU and any related documents and/or correspondence shall become a public record subject to the Public Records Law. The parties shall maintain their own respective records and documents associated with this MOU in accordance with the requirements for records retention set forth in the Public Records Law. Each party shall be responsible for compliance with any public records requests served upon it in accordance with the Public Records Law.

12. **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.

13. **Governing Law and Venue**. This MOU shall be construed in accordance with the Laws of the State of Florida. The venue for any dispute with respect to this MOU shall be in Miami-Dade County, Florida. CMB and NBV shall be responsible for their respective attorney's fees and costs incurred as a result of any action or proceeding under this MOU.

14. **No Waiver of Sovereign Immunity**. Notwithstanding any other term in this MOU, nothing herein shall be deemed a waiver of the City's or NBV's sovereign immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

15. **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to herein expresses their mutual intent and this resulting MOU shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this MOU and executed by each party hereto. The City Manager of the City of Miami Beach, Florida, on behalf of CMB, shall be authorized to

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execute any amendment or extension of this MOU. The City Manager of North Bay Village, Florida, on behalf of NBV, shall be authorized to execute any amendment or extension of this MOU.

17. **Waiver**. There shall be no waiver of the right of any party to demand performance of any of the provisions, terms and covenants of this MOU nor shall there be a waiver of any breach, default or nonperformance hereof by any party, unless such waiver is explicitly made in writing by the such party.

18. **Force Majeure**. No fault, delay, or failure to perform on the part of any party to this MOU shall be considered a default, delay or failure to perform, if such a default, delay or failure to perform is due to causes beyond the party's reasonable control (e.g., hurricane and other acts of God, war, terrorist attacks). In the event of such default, delay, or failure to perform, the performance of the provisions contained herein may be extended upon mutual agreement of all parties.
19. **Notice**. Any notices given hereunder shall be in writing and shall be deemed to have been given if sent by_____. The parties designate the following for notice purposes:

    For the City:

    For NBV:

20. **Authority**. Each party warrants and represents that the person signing this MOU on its behalf has full legal power to execute this MOU on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this MOU.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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IN WITNESS THEREOF, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

_____
Rafael E. Granado, City Clerk

Date:_____

CITY OF MIAMI BEACH, FLORIDA

By: _____
Eric T. Carpenter, City Manager

ATTEST:

By: _____
Village Clerk

Date:_____

NORTH BAY VILLAGE, FLORIDA

By: _____
Village Manager

Docusign Envelope ID: D3500CBA-2DCD-8E86-80CA-961B19A927D0

Village Commission

Rachel Streitfeld, Esq.
Mayor

Goran Cuk
Vice Mayor

Dr. Richard Chervony
Commissioner

Andy Daro
Commissioner

Doris Acosta
Commissioner

Office of the Village Manager
Frank K. Rollason

Village Officials

Frank K. Rollason
Village Manager

Alba L. Chang
Village Clerk

Haydee S. Sera
Village Attorney

October 24, 2025

City of Miami Beach
Letter of Intent - Culture Crawl Trolley Program

Dear Manager Carpenter,

On behalf of North Bay Village, I am writing to confirm our continued participation in the Culture Crawl pilot program for the upcoming season, spanning October 2025 through July 2026.

Bay Village previously committed to funding Culture Crawl events held in May, June, July, and October 2025. We are pleased to confirm our intent to continue this financial support for the upcoming season.

North Bay Village commits to contributing $960 per Culture Crawl event, which covers the use of three trolleys from the City of Miami Beach at a rate of $80 per hour per trolley for a four-hour duration.

Upon receipt of this letter, we understand that a funding agreement will be prepared to reflect North Bay Village's full financial contribution for the following periods:

- May 2025 – July 2025 (3 events)
- October 2025 – July 2026 (10 events)

At a rate of $960 per event, the total contribution for the 13-month period will be $12,480.

We appreciate the opportunity to continue supporting this valuable cultural initiative and look forward to another successful season.

Sincerely,
Frank Rollason
Village Manager

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SELECTION OF MIA83 LLC AS THE CONCESSIONAIRE FOR THE CAFÉ AT THE BRENT W. LATHAM COMMUNITY CENTER; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE SUCH AGREEMENTS AS MAY BE NEEDED; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the selection of MIA83 Hospitality Group as the concessionaire of the café at the Village's Community Center and authorize the Village Manager to negotiate and execute such agreements and documents as may be needed to implement the Commission's approval.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to select MIA83 as the concessionaire (cafe operator) for the Village's Community Center.

Project Football LLC conducted a review process of several vendors for the cafe operations for the Village Community Center. MIA83 is the Miami-based hospitality arm of Grupo 83, a renowned restaurant group with over 20 years of experience and a portfolio of 25 locations across Argentina and Miami. Their proposed concept, Soma & Sofía, is a protein-forward, farm-to-table fast-casual kitchen designed to offer high-quality, whole-food meals with a focus on community engagement and nutritional excellence.

It is recommended that the Village Commission approve the selection of MIA83 Hospitality Group as the concessionaire of the café at the Village's Community Center and authorize the Village Manager to negotiate and execute such agreements and documents as may be

needed to implement the Commission's approval.

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

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Selection of PFL Cafe Operator.DOCX
Exhibit A-Cafe Operator Pitch - NBV Project.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SELECTION OF MIA83 LLC AS THE CONCESSIONAIRE FOR THE CAFÉ AT THE BRENT W. LATHAM COMMUNITY CENTER; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE SUCH AGREEMENTS AS MAY BE NEEDED; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the “Village”) is the owner of the property located at 1851 Galleon Street (the "Galleon St. Property"), on which Project Football LLC ("PFL") has developed a community center and related improvements (the "Village Facility") pursuant to a Development and Construction Management Agreement between the Village and PFL dated March 13, 2025, as amended (the "Development Agreement"); and

WHEREAS, pursuant to the First Amendment to the Development Agreement (the “First Amendment”), the scope of the Village Facility was amended to include, among other improvements, a ground-floor "food and beverage concession," as reflected in the amended Exhibit B (Exhibit B-1) to the Development Agreement; and

WHEREAS, the First Amendment provides that the food and beverage concession "shall be operated by PFL or a sublicensee subject to the Village's approval and in accordance with the First Amendment to the Operations and Management Agreement" between the Village and PFL for the Galleon St. Property; and

WHEREAS, consistent with the foregoing, the Village retains approval authority over any sublicensee or vendor engaged by PFL to operate the food and beverage concession at the Village Facility; and

WHEREAS, the Village desires to provide café operations at the Village Community Center to enhance community amenities and provide food and beverage services for residents, visitors, and users of the facility; and

WHEREAS, PFL conducted a review process of several vendors for the café operations for the Village Community Center; and

WHEREAS, following the review process, MIA 83 LLC ("MIA83") was recommended for selection as the concessionaire for the Community Center; and

WHEREAS, the Village Commission desires to approve the selection of MIA83 as the concessionaire for the food and beverage concession at the Community Center, as contemplated by the First Amendment, and to authorize the Village Manager to negotiate and execute such agreements and related documents as may be necessary, subject to the approval of the Village Attorney as to form, content, and legal sufficiency; and

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

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

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

Section 2. Approval and Authorization. That the Village Commission hereby approves the selection of MIA83 as the concessionaire for the food and beverage concession at the Village Community Center, as contemplated by the First Amendment with PFL, and authorizes the Village Manager to negotiate and execute such agreements and related documents as may be necessary, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

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

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

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

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

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

Rachel Streitfeld, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

MIA83

HOSPITALITY GROUP · MIAMI, FL

Company Presentation

Prepared for the City of North Bay Village

Miami · May 2026

A GRUPO 83 COMPANY

WHO WE ARE

MIA83 is the Miami-based hospitality arm of **Grupo 83**, one of Argentina's most successful restaurant operating groups with over **20 years of experience** in the Rosario region. The company manages a portfolio of 25 locations across 9 brands and 3 cities, supported by more than 347 team members.

In 2024, Grupo 83 brought its first international franchise to Miami — **Club de la Milanesa** in Midtown — marking the group's entry into the U.S. hospitality market under the MIA83 banner. Just two years in, the company is already operating at a pace that reflects its Argentine heritage: *bold, ambitious and community-driven.*

20+	25	9	347
Years of Experience	Locations Worldwide	Brands in Portfolio	Team Members

OUR STORY

2004	Grupo 83 founded in Rosario, Argentina. First hospitality ventures in the Pichincha neighborhood.
2009	Opens first **El Club de la Milanesa** franchise in Pichincha, Rosario — the beginning of a long-term partnership with one of Argentina's most iconic gastronomy brands, globally associated with **Leo Messi**.
2015	Expands into health-forward brands: Green Eat and Tea Connection at Alto Rosario Shopping.
2017	Launches first own-development concept (Ronnie's), demonstrating in-house brand creation capability.
2021–23	Regional expansion to Funes, Santa Fe and Paraná. Portfolio grows to 9 brands, 25 locations.
2024	**Miami debut.** MIA83 opens **El Club de la Milanesa Midtown** — the brand's first U.S. franchise. A historic milestone: bringing Leo Messi's brand to American soil.
2026	**El Club de la Milanesa North Beach** under construction (opening July 2026). **El Club de la Milanesa West** set to open for the **FIFA World Cup 2026**. **Soma & Sofía** — a protein-forward all-day kitchen — in development for North Bay Village.

LEADERSHIP TEAM

MIA83 brings together seasoned hospitality professionals from both Argentina and Miami, combining deep local market knowledge with a proven international operating model.

Reinaldo Bacigalupo
CEO & Co-Founder, MIA83
Leads international expansion strategy and the Miami operation.

Ignacio Peralta
Director — Operations
Over 15 years managing multi-brand operations across Grupo 83.

Gonzalo García Fradua
Director — Brand Development
Brand strategy, franchise growth, and concept development.

Ignacio Rahi
Director — Innovation (OFI83)
Digital transformation and operational innovation.

Javier Banchero
Regional Manager — Miami
30+ years in the Miami hospitality market.

Advisory & Professional Support

MG Consulting — Business advisory, financial accountability and accounting oversight for U.S. operations.

Octavio Barone — Legal counsel — U.S. regulatory compliance, licensing and corporate structuring.

ABOUT SOMA & SOPHIA

Soma & Sophia is a *protein-forward, farm-to-table fast-casual kitchen* — an all-day dining concept designed around the simple, powerful idea that real food, built on quality animal protein and whole ingredients, is the foundation of a better life. No ultra-processed ingredients. No shortcuts. Just exceptional produce, honest cooking, and bold flavor.

THE EXPERIENCE

Guests order at an open counter with direct sightlines into the kitchen, grill, and live fire. The process is intuitive and engaging: **choose your protein cut**, build your plate with **sides and sauces**, and watch your meal come together in real time. Fast-casual speed. Full-service quality.

PROTEIN SELECTION

Grass-Fed Beef	Skirt Steak (Entrana) · Flank Steak · Ribeye
Free-Range Chicken	Breast · Deboned Leg
Wild-Caught Fish	Alaskan King Salmon · Cod · Catch of the Day

SIDES & SAUCES

Carbs: Farro + Orange + Almond | Rice + Dates + Sweet Potato | Potato + Egg + Pesto

Vegetables: Beetroot + Peach + Feta | Squash + Tahini + Hazelnut | Carrots + Yogurt + Date Syrup

Legumes: Mung Beans + Pineapple | Lentils + Pickles | Chickpea Escabeche

Sauces: Chimichurri | Criolla | Hummus | Tzatziki | Babaganoush | House Ketchup

All-Day: Eggs | Sourdough Bread | Signature Sandwiches | Protein Ice Cream | Chia Pudding

Coffee & Treats: Espresso | Whole Milk Latte | Dark Chocolate 70% | Acai Bowl

THE FIVE PILLARS

Protein First	Grass-fed, free-range, and wild-caught proteins. Full traceability, regenerative sourcing.
Whole Foods Only	Zero ultra-processed ingredients. Every item made from real, recognizable components.
Performance Nutrition	High-bioavailability proteins, complex carbs, healthy fats, and fermented foods — engineered for recovery.
Flavor Without Compromise	Mediterranean, Latin American, Middle Eastern & Korean flavor traditions — all within whole-food boundaries.
Location Synergy	Embedded within the AFA Sports Complex — the Argentine national team's U.S. base — with built-in captive audience and global brand credibility.

KEY NUMBERS

80+	7AM – 10PM	$18 – $35	Month 10–14
Covers	Operating Hours	Avg. Ticket	Break-even Est.

WHY NORTH BAY VILLAGE

- A vibrant, tight-knit community with a strong appetite for quality dining experiences.
- Strategic waterfront location within Greater Miami's fastest-growing dining corridor.
- Demographics aligned with Soma & Sofía's target audience: health-conscious, active residents and professionals.
- The city's forward-thinking administration provides an ideal partner for a pioneering hospitality concept.
- Proximity to MIA83's existing El Club de la Milanesa locations, enabling operational synergies.

OUR COMMITMENT

MIA83 is not just opening a restaurant — we are building a neighborhood institution. Our track record in Rosario and our first two years in Miami demonstrate that we invest for the long term: in our teams, in our communities, and in the quality of every plate we serve.

We look forward to partnering with the City of North Bay Village
to bring Soma & Sofía to life — and to contribute to the village's culinary, economic, and community vitality.

Reinaldo Bacigalupo
CEO, MIA83 Hospitality Group

Javier Banchero
Regional Manager — Miami

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Christina Viala, Chief Resilience Officer

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE UNIVERSITY OF MIAMI CENTER FOR URBAN & COMMUNITY DESIGN FOR THE TREASURE ISLAND SPONGE PARK STUDIO COLLABORATION PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the Village's participation in the University of Miami Center for Urban & Community Design interdisciplinary collaboration for the development of the Treasure Island Sponge Park and authorize the Village Manager to execute all necessary documents. Further authorize the allocation of $23,500 from the Stormwater Bond to fund the proposed scope of work, including the community workshop, concept development, schematic design, and feasibility analysis as outlined in the attached proposal.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval of a proposal from the University of Miami Center for Urban & Community Design for interdisciplinary collaboration for the development of the Treasure Island Sponge Park.

The University of Miami's Center for Urban & Community Design (CUCD), in partnership with several academic institutions, is launching an interdisciplinary studio focused on creating sponge parks in the region. Sponge parks, first conceptualized by landscape architect Kongjian Yu, integrate green and hybrid infrastructure systems to absorb rainfall, manage stormwater, and provide multifunctional public space within urban areas. The University of Miami has invited North Bay Village to join this collaboration and develop design concepts for a future Stormwater Park at 7560 W Treasure Drive.

Participation includes:

- A community workshop to identify local priorities and desired programmatic features
- Concept development by undergraduate, graduate, PhD, and post-doc students from UM and the University of Pennsylvania
- Schematic design refinement by CUCD faculty, including layout, materials, planting concepts, and illustrative site plans
- A feasibility analysis confirming stormwater performance, hydrology, and high-level cost estimates

Deliverables consist of a workshop report, concept packages, schematic plans, perspective drawings, technical diagrams, and a feasibility report including stormwater capacity and cost estimates. These materials will support North Bay Village's resilience planning, competitive grant applications, and long-term adaptation strategies for Treasure Island. This collaboration represents a cost-effective opportunity to leverage academic resources and innovation while advancing the Village's stormwater resilience goals.

It is recommended that the Village Commission approve the Village's participation in the University of Miami Center for Urban & Community Design interdisciplinary collaboration for the development of the Treasure Island Sponge Park and authorize the Village Manager to execute all necessary documents. Further authorize the allocation of $23,500 from the Stormwater Bond to fund the proposed scope of work, including the community workshop, concept development, schematic design, and feasibility analysis as outlined in the attached proposal.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Stormwater GOB Fund #340
GL Line-Item Number: 340-36-538-3160
Total Budget Amendment: $23,500
Encumbered Amount: 0
Appropriate Fund Balance: $23,500

The total proposed cost for participation in the University of Miami Center for Urban & Community Design interdisciplinary studio collaboration is $23,500, consisting of:

- Scope A Community Charette/Workshop: $2,500
- Scope B Concept Development: $7,500
- Scope C Schematic Design: $7,500
- Scope D Feasibility Analysis: $6,000

This cost will be fully covered by the Village's Stormwater Bond, as the project directly supports stormwater management, green infrastructure planning, and long-term resilience for Treasure Island.

PERSONNEL IMPACT

Village personnel impacts will primarily involve coordination, review, and participation in stakeholder engagements.

ATTACHMENTS

Resolution - TI Sponge Park Project.DOCX
Exhibit A-UM â€“ Treasure Island Sponge Park Project.pdf
TI Stormwater Park Concept Presentation.pdf
Budget Amendment-Treasure Island Sponge Park.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE UNIVERSITY OF MIAMI CENTER FOR URBAN & COMMUNITY DESIGN FOR THE TREASURE ISLAND SPONGE PARK STUDIO COLLABORATION PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to collaborate with the University of Miami Center for Urban & Community Design ("UM-CUCD") on an interdisciplinary studio focused on the development of concepts for a proposed Treasure Island Sponge Park at 7560 W. Treasure Drive (the "Property") (collectively, the "Project"); and

WHEREAS, sponge parks utilize green and hybrid infrastructure systems to absorb rainfall, manage stormwater, and create public open spaces that function as nature-based infrastructure within urban areas; and

WHEREAS, UM-CUCD has proposed a scope of work, attached hereto as Exhibit "A," that includes a community charrette/workshop, concept development by interdisciplinary studio teams, schematic design refinement, and feasibility analysis for the proposed Project, for a total proposed scope fee of $23,500 (the "Proposal"); and

WHEREAS, the proposed collaboration will provide opportunities for community input, stakeholder feedback, interdisciplinary concept development, and design analysis to assist the Village in evaluating potential stormwater and public space improvements for the Property; and

WHEREAS, the Village Commission recognizes the importance of exploring resilient, nature-based, and implementable design strategies that may enhance stormwater management, environmental sustainability, and community amenities within the Village; and

WHEREAS, the Village Commission desires to authorize the Village Manager to negotiate and execute an agreement with UM-CUCD for the Project, consistent with the

Proposal and subject to the approval of the Village Attorney as to form, content, and legal sufficiency; and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute an agreement with UM-CUCD for the Project, substantially consistent with the Proposal and subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

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

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

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC

Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

UNIVERSITY OF MIAMI
SCHOOL of
ARCHITECTURE

P.O. Box 249178
Coral Gables, Fl 33124

Phone: 305-284-3438
Fax: 305-284-2999
www.arc.miami.edu

University of Miami Center for Urban & Community Design
Treasure Island Sponge Park Studio Collaboration

Thursday, May 28th

As part of an interdisciplinary collaboration, the University of Miami Center for Urban & Community Design is collaborating with several academic, professional, and community partners to develop an interdisciplinary studio course this fall that will develop concepts for two "sponge parks" in our region. The concept of sponge parks was created by landscape architect Kongjian Yu and utilizes green and hybrid infrastructure systems to absorb rainfall and manage stormwater in cities. When combined with grey infrastructure to create a "hybrid system," sponge parks are a powerful tool for creating social spaces in our cities that perform as nature-based infrastructure.

SCOPE OF WORK

We invite North Bay Village to join this collaboration by participating in the studio. As part of this partnership, we will develop concepts for a stormwater park at 7560 W Treasure Dr.

A. Community Charette / Workshop
Scope A cost: $2,500

Community workshop to be developed in collaboration with North Bay Village staff with the goal of understanding community goals for the future sponge park including programmatic goals.

i. In-person workshop to take place in North Bay Village (location TBD)

Scope A Deliverables:

1. In-person workshop in North Bay Village (Sept-Oct 2026).
2. A PDF report outlining findings from workshop and detailing the process (Nov 2026)

B. Treasure Island Sponge Park Concept Development

Scope B cost: $7,500

Concept development by multiple studio teams from across partner institutions including undergraduate, graduate, Ph.D., and post-doc students from the University of Miami and University of Pennsylvania to include the following:

i. Part of a semester-long studio in which students will engage directly with faculty, researchers, and key project stakeholders such as village agencies and staff to develop concepts for the sponge park.
ii. Concept options presented to stakeholders for feedback and iterative development

Scope B Deliverables:

1. Concept Development Package to include illustrative site plan(s) with precedent imagery and other diagrams that explain concept ideas for feedback from stakeholders (Dec 2026).
2. A mid-review (Oct 2026) in which students present concepts to Village staff and seek feedback for inclusion as concepts evolve.
3. A final review (Nov/Dec 2026) in which students present final concepts to Village staff.

C. Schematic Design

Scope C cost: $7,500

After a community workshop/charette and initial concept development via a Fall 2026 studio, the Center for Urban & Community Design (CUCD) team will evolve the design with a focus on refinement towards an implementable design.

i. Preliminary layout and materials plan
ii. Preliminary planting plan
iii. Development of key project features and elements
iv. Coordination with interested partners (government agencies, business owners)
v. Two (2) perspective drawings depicting the design intent
vi. Illustrative site plan

Scope C Deliverables:

1. Schematic Design Package (PDF) to include (March 2027):

a. illustrative site plan
b. two (2) perspective drawings
c. development of key design features through plans, diagrams, or other drawings as needed to clearly express the design intent. (PDF package)
d. Additional diagrams and technical drawings provided as needed to communicate design intent.

D. Feasibility Analysis

Scope C cost: $6,000

As part of the Schematic Design Package development, collaborate with environmental, engineering, and hydrology faculty to confirm that design outcomes meet technical needs for the site.

Scope D Deliverables:

1. A report (PDF) that details key outcomes of park including stormwater capacity (March 2027)
2. Rough Order of Magnitude (ROM) cost estimate (March 2027).

TOTAL PROPOSED SCOPE FEE: $23,500

I look forward to having the opportunity to work with you,



Thomas Klein
Director, Center for Urban & Community Design

NORTH BAY VILLAGE SPONGE PARK

An Interdisciplinary Regional Collaboration

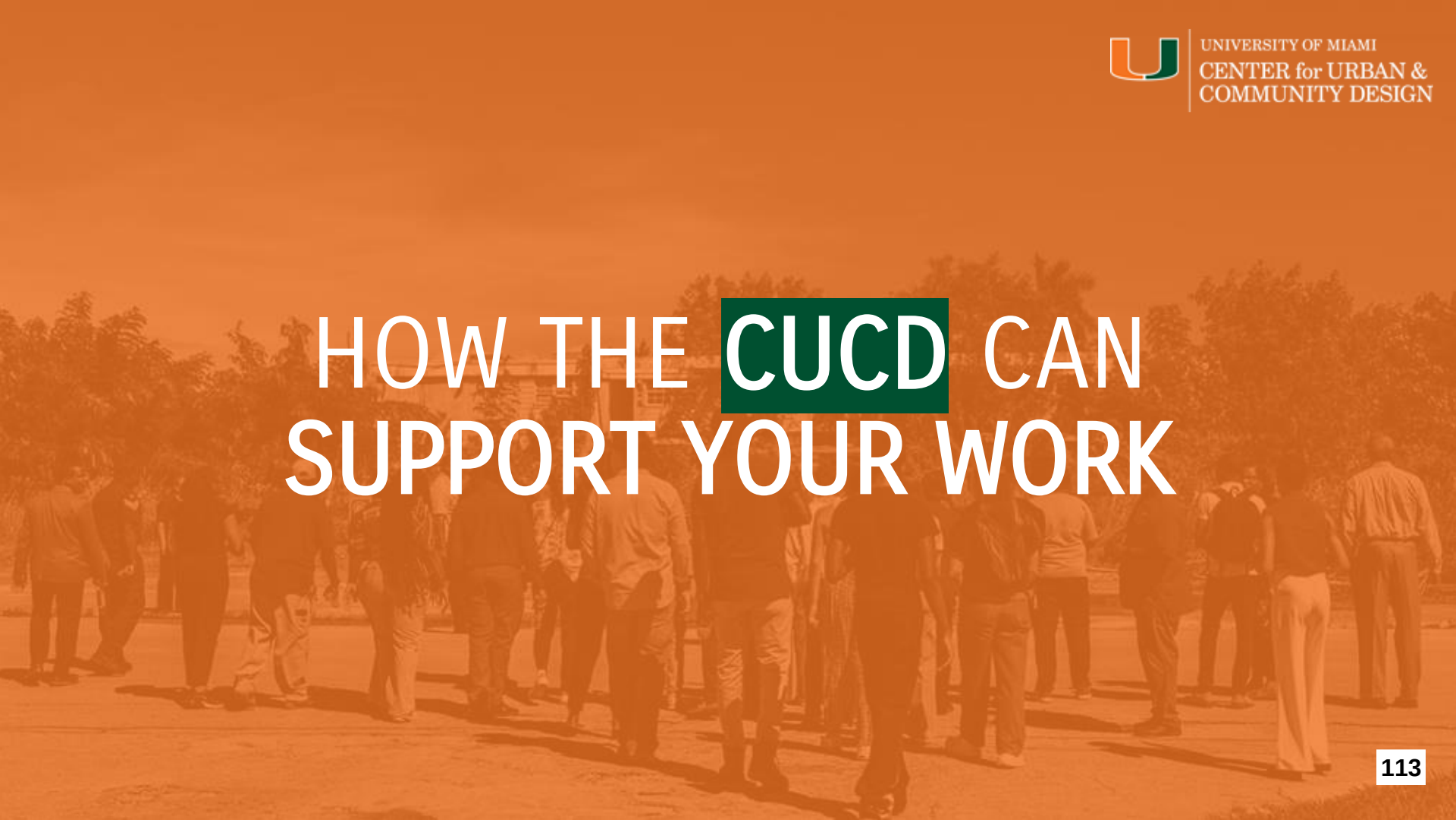
UNIVERSITY OF MIAMI
CENTER for URBAN & COMMUNITY DESIGN



Tom Klein, ASLA, WEDG
Director
Center for Urban & Community Design
University of Miami

UNIVERSITY OF MIAMI
CENTER for URBAN & COMMUNITY DESIGN

HOW THE CUCD CAN SUPPORT YOUR WORK



The CUCD was founded in 1992 in the aftermath of Hurricane Andrew with the mission of fostering a collaborative and interdisciplinary approach to create and strengthen resilient communities. We seek to integrate research, teaching, and service, encouraging interdisciplinary thought and action. The CUCD assists or leads faculty, alumni and students in funded research, publications, and community partnerships, workshops and charrettes.

OUR **SERVICES**

UNIVERSITY OF MIAMI
CENTER for URBAN & COMMUNITY DESIGN



COMMUNITY WORKSHOPS

Design charrettes, resilience workshops, and community engagement



PLANNING & DESIGN

Strategic planning, urban design, landscape architecture, mobility planning



SPECIAL PROJECTS

Toolkits, studio courses, research, grant writing

SPONGY URBANISM

WHAT IS A SPONGE PARK?



Forest Park in Bangkok, Thailand (Kongjian Yu, Turenscape)



Gowanus Canal Sponge Park in Brooklyn, New York (Sasaki)

WHAT IS A SPONGE PARK?

- A framework for rethinking how we live with water in urban places
- First popularized by Chinese landscape architect Kongjian Yu
- A hybrid-infrastructure approach that utilizes both green and grey systems
- Turn stormwater into an amenity
- Reduce runoff by slowing, cleaning, and recharging stormwater to improve regional water quality and decrease nuisance flooding
- Operates at multiple scales – regional, neighborhood, and site



Lakeside Village at the University of Miami (Architectonica)

UNIVERSITY OF MIAMI
CENTER for URBAN & COMMUNITY DESIGN

OUR PROPOSAL

PROPOSAL SPONGY URBANISM IN SOUTH FLORIDA



- A collaboration between the University of Miami School of Architecture and Penn Weitzman School of Design
- 30-40 students from across institutions including architecture, landscape architecture, urban design, planning, engineering, and environmental science students
- Instructors with diverse experience:



Thomas Klein, ASLA, WEDG
Director, Center for Urban & Community Design
University of Miami



Theresa Pinto, J.D.
Faculty + Director of Civic Engagement
UM Abess Center for Ecosystem Science & Policy



Matthijs Bouw, AIA
Architect + Owner, One Architecture
Professor of Practice, University of Pennsylvania

PROPOSAL NORTH BAY VILLAGE SPONGE PARK

UNIVERSITY OF MIAMI
CENTER for URBAN & COMMUNITY DESIGN

Scope of Work

Scope A: Sponge Park Concept Development

- Concept development by multiple studio teams across partner institutions
- Stakeholder engagement to identify specific programmatic and technical needs
- Concept options presented for stakeholder feedback

Scope B: Schematic Design

- Schematic design package including illustrative site plan, perspective renderings, and development of key features

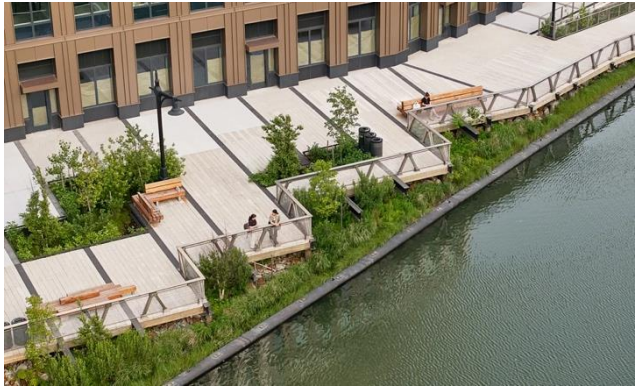


Bayshore Park in Miami Beach (Savino & Miller Design Studio)

PROPOSAL NORTH BAY VILLAGE SPONGE PARK

UNIVERSITY OF MIAMI
CENTER for URBAN & COMMUNITY DESIGN





NYCEDC & NYC Parks Break Ground on $35 Million Lower Concourse Park in the Bronx

By NYCEDC | NOV 30 2023

press@edc.nyc



A waterfront glow-up is transforming Brooklyn's polluted Gowanus Canal

More than a dozen projects are reconnecting people to the water and rebuilding the local ecology.

SHARE ADD ON GOOGLE





WEDG®
(WATERFRONT EDGE DESIGN GUIDELINES)

Resilience, Ecology, and Access at the Water's Edge



MANUAL VERSION 3.0

A WATERFRONT ALLIANCE PROGRAM



Budget Amendment Form

Department	Stormwater GOB Fund	Date	7/21/2026
Fund(s) to be changed:		Treasure Island Sponge Park	

GL Account	GL Line Item	Transfer to:	Transfer from:
340-36-538-3160	Professional Services	$ 23,500.00	
340-00-389-3890	Appropriation of Fund Balance	$ -	$ 23,500.00
		$ -	$ -
		$ -	$ -
		$ -	$ -
TOTAL (Columns must be equal)		**$ 23,500.00**	**$ 23,500.00**

Description:

Budget Allocated for participation in the University of Miami Center for Urban & Community Design for the development of the Treasure Island Sponge Park.

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: None

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR PHASE 1 OF THE VILLAGE'S OUTFALL VALVES IMPROVEMENT PROJECT; RATIFYING A GRANT AGREEMENT WITH FDEP (L0287); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission adopt the Resolution accepting the state appropriation and ratifying the grant agreement with the Florida Department of Environmental Protection.

BACKGROUND AND ANALYSIS

The proposed Resolution requests the Village Commission's approval to accept a $125,000 state appropriation from the Florida Department of Environmental Protection (FDEP) for Phase 1 of the Village's Outfall Valves Improvement Project

During the 2025 legislative session, the Village applied for and was granted a state appropriation of $125,000 for the installation of specialized backflow prevention devices.

The Florida Department of Environmental Protection (FDEP) administers the grant for the Project. The grant award requires the Village to enter into a Standard Grant Agreement with FDEP. The Village executed the Grant Agreement in February 2026.

It is recommended that the Village Commission approve the Resolution accepting the grant and ratify the grant agreement.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$125,000 grant awarded$125,000 grant awarded from the State during the 2025 legislative session

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - State Appropriation Outfall Valves Phase 1.DOCX
Exhibit A - L0287 Original Grant Agreement executed.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR PHASE 1 OF THE VILLAGE'S OUTFALL VALVES IMPROVEMENT PROJECT; RATIFYING A GRANT AGREEMENT WITH FDEP (L0287); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") wishes to install specialized backflow prevention devices on drainage structures along seawalls (the "Project"); and

WHEREAS, during the 2025 legislative session, the Village was awarded a state appropriation in the amount of $125,000.00 (the "Grant") administered by the Florida Department of Environmental Protection ("FDEP") to provide financial assistance to the Village for Phase 1 of the Project; and

WHEREAS, the Village Commission desires to accept the Grant for the Project and ratify the Grant Agreement with FDEP (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. Grant Accepted. That the Village Commission hereby accepts the Grant.

Section 3. Ratification. That the Village Commission hereby ratifies the Agreement in substantially the form attached hereto as Exhibit "A."

Section 4. Authorization. That the Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, extensions, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to expend

budgeted funds in furtherance hereof as may be needed for the portion of the Project that is not covered by the Grant.

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

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE USE AND RELIANCE OF NORTH BAY VILLAGE:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **North Bay Village Outfall Valves Upgrade Phase 1**

Agreement Number: **L0287**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of North Bay Village**

Entity Type: **Local Government**

Grantee Address: **1666 Kennedy Causeway, Suite 300, North Bay Village FL 33141**

FEID: **59-6000388**

(Grantee)

3. Agreement Begin Date: **July 1, 2025**

Date of Expiration: **December 31, 2027**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (25.85221, -80.16054)**

Project Description: **The Grantee will install specialized backflow prevention devices on 22 drainage structures along the seawall.**

5. Total Amount of Funding: **$ 125,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **125,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **125,000.00**

6. Department's Grant Manager

Name: **Kamaria Waddy** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2985**

Email: **Kamaria.Waddy@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Annabelle Rodriguez, Grants and Procurement Accountant** or successor

Address: **North Bay Village Chamber of Commerce**
1666 Kennedy Causeway, Suit 300
North Bay Village, FL 33141

Phone: **305-756-7171**

Email: **arodriguez@nbcvillage.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of North Bay Village — **GRANTEE**

Grantee Name

By _____ 2/27/2026

(Authorized Signature) — Date Signed

Frank Rollason, Village Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ Digitally signed by Angela Knecht Date: 2026.03.03 09:55:10 -05'00'

Secretary or Designee — Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

Kamaria Waddy Digitally signed by Kamaria Waddy
Date: 2026.02.27 10:21:27 -05'00'

Kamaria Waddy, DEP Grant Manager

Amanda Peck Digitally signed by Amanda Peck
Date: 2026.03.02 12:52:06 -05'00'

Amanda Peck, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, 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 section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

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

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0287

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is North Bay Village Outfall Valves Upgrade Phase 1. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient

must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: North Bay Village Outfall Valves Upgrade Phase 1

PROJECT LOCATION: The Project will be located in the City of North Bay Village within Miami-Dade County; Lat/Long (25.85221, -80.16054). See Figure 1 for a location map and site plan.

PROJECT BACKGROUND: The City of North Bay Village (Grantee) is a coastal municipality comprised of three (3) man-made islands. As a result of its location, the Village is extremely susceptible to tidal flooding from storm surge and high tides. The project aims to reduce flooding by installing new and replacement backflow prevention devices (valves) onto 22 existing outfalls along the seawall to prevent unwanted backflow to limit the intrusion of waters from the bay into the village via the existing positive stormwater drainage system. This will also help to limit potential discharges into the bay from sunny-day tidal flooding.

The valves feature a maintenance-free design with no mechanical parts or fasteners that could fail or corrode, utilizing multiple natural and synthetic elastomers for heavy-duty construction. The project will help protect residential and commercial areas from flooding while reducing maintenance costs and preventing damage to the stormwater infrastructure system.

PROJECT DESCRIPTION: The Grantee will install specialized backflow prevention devices on 22 drainage structures along the seawall.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task #1: Construction

Deliverables: The Grantee will construct North Bay Village Outfall Valves Upgrade Phase 1 by installing specialized backflow prevention devices on 22 of the Village's drainage structures along the seawall in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit: 1) a copy of the final design; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$125,000	07/01/2025	06/30/2027
		Total:	$125,000		

Figure 1. Site Plan and Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	25 - 26	37.039	Statewide Water Quality Restoration Projects	$125,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$125,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Roger Hogg, Capital Improvements Project Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. 09 TO ARDURRA GROUP, INC. FOR OUTFALL VALVE UPGRADE PHASE 1 PROJECT MANAGEMENT AND ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED $18,900; AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (CIP DIRECTOR ROGER HOGG)**

RECOMMENDATION

It is recommended that the Village Commission authorize work order #09 for the Outfall Valve upgrade assistance and a budget amendment to increase Stormwater Fund revenues by $125,000 from State Appropriations and increase Stormwater Fund expense by $125,000 to support Stormwater Improvements. These additions ensure proper accounting and authorization of the newly awarded appropriation.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to authorize a work order #9 to Ardurra Group Inc. for construction management services for the Outfall Valve Upgrade Project.

The purpose of this work order is to assist the Village with project management services, construction sketches to install the check valves, field observation services for construction installation. A total of 15 outfalls were selected for phase 1 implementation.

Work Order #09

As part of a comprehensive outfall inspection study commissioned by the Village in 2025 and performed by the consultant, a total of 44 outfall locations were identified across the Village,

representing the primary discharge points to Biscayne Bay. Of these, 39 outfalls were successfully located and field verified, and 36 outfalls were identified for rehabilitation or further action required. These include 23 high-priority outfalls, 13 medium-priority outfalls, and additional low-priority locations recommended for future improvements, forming the basis for targeted check valve installations and system resiliency enhancements.

In 2026, the Village entered into a grant agreement with the Florida Department of Environmental Protection [FDEP] for the construction (Installation) of a limited number of check valves throughout the Village stormwater system. The award grant number and state appropriation are LP, GAA LI 1555, FY 25-26, WPSPTF. The grant totals $125,000 and is reimbursable upon completion of work. The grant has various reporting requirements, which include meetings and periodic updates with an Agency Grant Manager. The Village needs to comply with the contract requirements to obtain post-award funding and qualify for additional phases of grant funding.

For the first phase of check valve installations, the consultant reviewed outfall information pertaining to the 2025 report to see where the grant funding would be the most effective. Within the Village, there are a total of ten (10) outfalls which range in size from 8-inch to 12-inch. Of the ten (10), one has already been retrofitted with a check valve, so nine (9) are pending and recommended for installation. Within Treasure Island, there are low-lying areas that are vulnerable to tidal flooding and water quality issues due to roadway sediment washout. Of the twelve (12) outfalls within Treasure Island, six (6) are being targeted for check valve installation as part of this phase of check valve installation. They range in size from 12 inches to 24 inches. The 6 valves are in critical points, as the southwest corner of Treasure Island is the lowest elevation of the island.

Proper documentation and timely implementation of the check-valve outfall installation project will support the grant reimbursement process outlined in the FDEP–Village agreement and strengthen the Village's standing for future grant opportunities with the Agency.

It is recommended that the Village Commission authorize work order #09 for outfall valve construction management services in the amount of $18,900 to Ardurra Group, Inc.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Stormwater Fund
GL Line-Item Number: 440-36-538-6308
Balance: $125,000
Amount To Be Encumbered: $18,900
Remaining Reserve Balance: $106,100

Per the Grant Agreement, Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

PERSONNEL IMPACT
NONE

ATTACHMENTS

Resolution Granting WO 9 To Ardurra For Stormwater Valves.DOCX
Exhibit A-WO Outfall Valves Upgrade_Ph1.pdf
Exhibit B-Budget Amendment-Stormwater.pdf
L0287 Kickoff Meeting Minutes Notes.docx

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. 09 TO ARDURRA GROUP, INC. FOR OUTFALL VALVE UPGRADE PHASE 1 PROJECT MANAGEMENT AND ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED $18,900; AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village ("Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on May 1, 2024, with Ardurra Group, Inc. (the "Consultant") as one of the selected firms (the "Agreement"); and

WHEREAS, the Village owns, maintains, and operates stormwater collection, drainage, and discharge systems, including stormwater pump stations, collection, conveyance, and outfall systems (the "Stormwater System"); and

WHEREAS, the Village was awarded a state appropriation, which is being administered by the Florida Department of Environmental Protection (the "FDEP"), for Phase 1 of the Village's outfall valves upgrade project (the "Project"); and

WHEREAS, the Village requires project management and engineering services for the Project (the "Services"); and

WHEREAS, in accordance with the terms of the Agreement, the Village requested and the Consultant submitted a proposal to provide the Services in the amount of $18,900, as further detailed in Work Order No. 09 attached hereto as Exhibit "A" (the "Work Order"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the Work Order to the Consultant for the Services in an amount not to exceed $18,900, and in substantially the form attached hereto as Exhibit "A" (the "Work Order"), consistent with the Agreement previously entered into between the Village and

Consultant; and

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

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

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

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to the Consultant for the Services, in substantially the form attached hereto as Exhibit "A," consistent with the Agreement previously executed in an amount not to exceed $18,900.

Section 3. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

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

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

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

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

PASSED AND ADOPTED on this _____ day of _____ 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 09

Dated this day of July 16 , 2026

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

North Bay Village Outfall Valves Upgrade Phase 1

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Ardurra Group, Inc. (Ardurra), a full service engineering firm authorized to transact business in Florida ("CONSULTANT"), is made pursuant to the RFQ 2023-005 Consultant Service Agreement (the "Agreement") dated May 1, 2024 and expiring on May 1, 2029.

PROJECT DESCRIPTION

The VILLAGE is located within the northeast section of Miami-Dade County, Florida. It consists of three (3) islands surrounded by Biscayne Bay. With approximately 8,200 residents living in 0.83 square miles, the VILLAGE is primarily residential with a mixture of commercial, industrial and educational facilities. The VILLAGE maintains and operates the stormwater system within the various islands as part of its responsibilities as a permittee under the Florida Department of Environmental Protection (FDEP) MS4 permit. The stormwater system consists of pump stations, collection, conveyance, and outfall systems.

As an MS4 permittee, the VILLAGE seeks proactive solutions to mitigate flooding, enhance stormwater system operations and improve water quality standards as stormwater is primarily discharged into Biscayne Bay. While the VILLAGE has some stormwater basins that discharge into drainage wells; its primary discharge are outfalls.

As part of a comprehensive outfall inspection study commissioned by the VILLAGE in 2025 and performed by the CONSULTANT, a total of 44 outfall locations were identified across the VILLAGE, representing the primary discharge points to Biscayne Bay. Of these, 39 outfalls were successfully located and field verified, and 36 outfalls were identified for rehabilitation or further additional action required. These include 23 high-priority outfalls, 13 medium priority outfalls, and additional low priority locations recommended for future improvements, forming the basis for targeted check valve installations and system resiliency enhancements.

In 2026, the VILLAGE entered into a grant agreement with FDEP for the construction (Installation) of a limited amount of check valves throughout the VILLAGE stormwater system. The award grant number and state appropriation are LP, GAA LI 1555, FY 25-26, WPSPTF. The grant totals $125,000 and is reimbursable upon completion of the work. The grant has various reporting requirements, which include meetings and periodic updates with an Agency Grant Manager. It is important for the VILLAGE to comply with the contract requirements to obtain post award funding and qualify for additional phases of grant funding.

For the first phase of check valve installations, the CONSULTANT reviewed outfall information pertaining to the 2025 report to see where the grant funding would be the most effective. Within North Bay Islands, there are a total of ten (10) outfalls which range in size from 8-inch to 12-inch.

Of the ten (10), one has already been retrofitted with a check valve, so nine (9) are pending and recommended for installation. Within Treasure Island, there are low lying areas that are vulnerable to tidal flooding and water quality issues due to roadway sediment washout. Of the twelve (12) outfalls within Treasure Island, six (6) are being targeted for check valve installation as part of this phase of check valve installation. They range in size from 12-inches to 24-inches. The 6 valves are in critical points as the southwest corner of Treasure Island is the lowest elevation of the island.

The purpose of this work order is to assist the VILLAGE with project management services; construction sketches to install check valves; field observation services for construction installation. A total of 15 outfalls were selected for phase one implementation. The proposed locations for phase one are:

Item No.	Outfall ID	Diameter	Island
1	T4	12	Treasure Island
2	T3	12	Treasure Island
3	T5	12	Treasure Island
4	T6	12	Treasure Island
5	T7	12	Treasure Island
6	T8	24	Treasure Island
7	NB1	8	North Bay Island
8	NB2	8	North Bay Island
9	NB4	8	North Bay Island
10	NB5	10	North Bay Island
11	NB6	12	North Bay Island
12	NB7	8	North Bay Island
13	NB8	12	North Bay Island
14	NB9	8	North Bay Island
15	NB10	8	North Bay Island

Proper documentation and implementation of the check valve outfall installation project is successfully executed and documented will facilitate the grant reimbursement process per the grant agreement between FDEP and the VILLAGE and preposition the VILLAGE in good standing for future grant opportunities with the Agency.

At the request of the VILLAGE, the CONSULTANT is pleased to submit this proposal to assist with the Outfall Check Valve Design and Construction Management services.

The Work Order has been divided into the following tasks:

Task	Description
1	Project Management and Coordination Meetings
2	Engineering Services Construction Map and Schedule
3	Construction Coordination, Observations and Inspections

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide 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

Within 10 business days after receiving the Notice to Proceed and prior to beginning work, the CONSULTANT shall submit a proposed project schedule to the VILLAGE for approval. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process.

SPECIFIC SCOPE OF SERVICES

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

Task 1 – Project Management and Coordination Meetings

The CONSULTANT will provide project management services including stakeholder engagement, interagency collaboration, schedule tracking, and work compliance with the grant agreement.

The following meetings are provided for successful management of this work order.

- One (1) project coordination meeting will be conducted to support the successful management and execution of this Work Order.

Deliverables:
- One (1) Meeting agenda and meeting minutes documenting discussions, action items, decisions, and follow-up activities. Project coordination and progress tracking support
- Coordination related to grant compliance documentation and reporting requirements, as needed

Task 2 - Engineering Services Construction Map and Schedule

The CONSULTANT will utilize available information to prepare one (1) Construction Map and one (1) Outfall Schedule to support the installation of the proposed check valves and document the final installation locations. Since the project consists of retrofitting check valves onto existing outfalls, the Construction Map and Outfall Schedule will be limited to the information necessary for the contractor to perform the work.

- Construction Map:
  - Approximate location of all outfalls with corresponding nearby addresses
  - The map may be presented on multiple sheets, as necessary, to clearly depict all outfall locations and associated information
- Outfall Schedule:
  - Proposed check valve size.
  - Estimated outfall pipe size (to be field verified by the contractor)
  - Approximate distance from the top of the seawall to the outfall
  - Address associated with the proposed installation location

In addition, the CONSULTANT will review shop drawings submitted by the contractor and provide comments and recommendations regarding conformance with the project requirements prior to installation.

Deliverables:
- One (1) Construction Map
- One (1) Outfall Schedule
- Shop Drawing Review

Task 3 – Construction Coordination, Observations and Inspections

The CONSULTANT will provide construction and project management services, including field engineering services, part-time construction observation and inspection services, site meetings with construction contractor(s) and design professionals, and overall construction coordination throughout the duration of the construction phase of this project. These services are intended for periodic observation of the work in progress and do not constitute full-time inspection services. Furthermore, the CONSULTANT will review contractor submittals, pay applications, and provide closeout punch-list services to help ensure the successful installation of the check valves. Construction observations will occur on a part-time basis to document the extent of the work performed.

Deliverables:

- Inspection Reports (site visit days only) Inspection reports for scheduled site visit days only
- Review and Recommendation for Payment Certification (letter)
- Punch-list Punch-list and closeout documentation

PROJECT ASSUMPTIONS

- All requested information will be made available by the VILLAGE
- VILLAGE 'staff will be available to attend meetings and assist with site visits
- All materials & deliverables will be submitted electronically to the VILLAGE
- No surveying, Subsurface Utility Engineering services, geotechnical investigations, water sampling, are included
- The VILLAGE will designate a single point of contact to coordinate feedback and schedule meetings
- Field visits, meetings, and deliverables are based on the estimated number of hours provided; additional services may require scope and fee amendments
- The VILLAGE will conduct submittal reviews and provide comments within five (5) working days of submittal
- The CONSULTANT will not assist with procurement of Contractor for this task
- The CONSULTANT will support the VILLAGE with grant-related documentation as needed but will not serve as the primary grant manager or directly coordinate with FDEP
- The CONSULTANT will not perform direct grant management.
- In consideration of this task authorization, access to data and information sources is made available to the CONSULTANT. The CONSULTANT shall comply fully with all security procedures and shall not divulge to third parties all confidential data information obtained from the VILLAGE while performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the VILLAGE. The CONSULTANT shall not be required to keep confidential information or material that is publicly available through no fault of the CONSULTANT, material that the CONSULTANT developed independently without relying on the state's or customer's confidential information, or material that is otherwise obtainable under state law as a public record

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the AGREEMENT. The VILLAGE, as indicated in the AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 – 3 within the timeframe set forth within the grant agreement but not to exceed December 31, 2027.

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 to be updated per Village Comments. On the terms of compensation table also add a column indicating the method of compensation for each task as some are lump sum and others Time & Materials. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Lump Sum amounts:

Task	Description	
1	Project Management and Coordination Meetings	$1,690.00
2	Engineering Services Construction Map and Schedule	$8,330.00
3	Construction Coordination, Observations and Inspections	$8,800.00
	Grand Total	**$18,900.00**

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 CIP Director. All other correspondence and submittals should be directed to the attention of Christina Viala, Chief Resilience Officer, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Christina Viala
Chief Resilience Officer
North Bay Village
Village Hall, 2nd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 238
CViala@nbvillage.com

Roger Hogg
CIP Director
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171
RHogg@nbvillage.com

CONSULTANT CONTACTS

Consultant POC

Rodolfo E. Remon
Ardurra Group, Inc
1000 NW 57th Ct, Suite 800
Miami, FL 33126
reremon@300eng.com
786-352-6788

SIGNATURE PAGE
NORTH BAY VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

By: _____
Mr. Roger Hogg
CIP Director

This Work Order approved pursuant to [check one and initial]:
☐ ___Manager Purchasing Authority (§36.25 Village Code)
☐ ___Resolution No. _____

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

ARDURRA GROUP, INC

_____
Rodolfo E. Remon, Practice Director
[Print Name, check title]

☐ President ☐ Vice President
☒ Authorized Signatory (Please provide corporate authorization)

ATTEST:

_____
Secretary

_____
[Print Name]

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _ day of _____, 20___, by_____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

___Personally known to me; or
___Produced identification (Type of Identification:_____)
___Did take an oath; or
___Did not take an oath

Exhibit A – Proposed Fee Schedule

North Bay Village

RFQ 2023-005 - Work Order No. 9

North Bay Village Outfall Valves Upgrade Phase 1

Proposed Fee Schedule
Exhibit A

Task		Principal	Project Manager	Designer	CADD Technician	Construction Manager	Total Hours		Fee Breakdown	Subtotal
	Rate, $/Hr	$280.00	$235.00	$135.00	$105.00	$175.00				
1	**Project Management Services & Coordination Meetings**	1	6	0	0	0	**7**		$1,690.00	$1,690.00
2	**Construction Field Map with Proposed Outfall Schedule**	0	8	26	28	0	**62**		$8,330.00	$8,330.00
3	**Construction Coordination, Observations and Inspections**	0	8	0	0	40	**48**		$8,880.00	$8,880.00
	Total (Hours)	**1**	**22**	**26**	**28**	**40**	**117**			
	Sub-Total Labor Fee								**$18,900.00**	**$18,900.00**
	ODC's (Mileage, Reproduction & Reimbursable) (See Appendix B)									**$0.00**
	Sub-Total Labor Fee/ODC									**$18,900.00**
	Total Project Cost (Labor/ODC)									**$18,900.00**
	% Utilization	**0.85%**	**18.80%**	**22.22%**	**23.93%**	**34.19%**	**100.00%**			
	Total ($)	**$280.00**	**$5,170.00**	**$3,510.00**	**$2,940.00**	**$7,000.00**	**$18,900.00**			**$18,900.00**

Stormwater Fund Budget Amendment – State Appropriation Adjustment

Department	Date
Stormwater	7/15/2026
Fund(s) to be changed: Stormwater Fund	

GL Account	GL Line Item	Expense:	Revenue:
440-38-538-6308	Stromwater Improvements	$ 125,000	
440-00-332-3300	Other Financial Assistance-State Appropriations		$ 125,000
TOTAL (Columns must be equal)		$ 125,000	$ 125,000

Description:

This budget amendment increases Stormwater Fund revenues by $125,000 from State Appropriations and increases Stormwater Fund expenses by $125,000 to support Stormwater Improvements. These additions ensure proper accounting and authorization of the newly awarded appropriation.

Department Director: _____ Date: 7/15/2026

Chief Financial Officer: _____ Date: 7/15/26

Village Manager: _____ Date: _____

L0287, North Bay Village Outfall Valves Upgrade Phase 1

Kickoff Meeting Minutes

March 19h, 2026

1. **Introductions** – discussion of duties of everyone involved in project: Christina Viala (Chief Resilience Officer), Annabelle Rodriguez (Grants and Procurement Accountant/Grantee Manager), Roger Hogg (Capital Improvements Director), LaKeesha (President/CEO of BellTower Consulting Group) [North Bay Village]; Kamaria Waddy (Grant Manager), Franchesca Linares (Grant Coordinator), and Amanda Peck (Program Administrator) [DEP WRA Grant Managers]

2. **How the Legislative Appropriation grant works:** This is a state – also known as a LP – grant. We expect you to spend all the funds. Please keep a close eye on the project and let your department grant manager know as soon as anything goes awry or if you are coming in under budget so we can determine the best way to complete the project on time utilizing the funding. The grant funding is $125,000.

   Again, we want you to use all the funds.

3. **General discussion of agreement/work:** The Grantee will install specialized backflow prevention devices on 22 drainage structures along the seawall.

4. **Grant Dollars** cannot be spent for anything prior to July 1st, 2025

   Length of time: Contract date started March 3rd, 2026
   Contract end: December 31st, 2027 – All tasks must be completed by June 30th, 2027

   Total amount of contract: **Grant $**125,000

5. **Explanation of Task Timeline end dates vs. Agreement end date:** The Agreement end date is the end of the Agreement and not to be confused with the Task timeline end dates. All work for the specific task must be done within the task start date and end date, as listed in the Grant Work Plan. We cannot pay for any work done before the beginning date of the task or after the end of the task. We cannot observe any match obligations performed outside of the designated work period either.

   Please note that the end date for tasks is the same date that the task's documentation must be submitted to your DEP Grant Manager. Make sure that you end the work in each task in plenty of time to have the Task deliverables to the department grant manager by the deliverable date. Again, ensure that the work is done within the task timeline (start and end date).

   On timeline changes: DEP needs at least 30 days (60 days is preferable) prior to the timeline date for any time changes. DEP cannot change the date once it is past that original timeline. Invoices cannot be processed until the task is complete unless noted in the grant work plan. DEP cannot pay any payment requests if all deliverables for the invoiced task(s) are not included and accepted by the department grant manager for the approved timeline.

6. **Quarterly reports,** what to include and when reports are due. The quarterly reports need to be on time and no invoice will be paid without the respective progress reports for the period the work is being invoiced.

   The quarter ends: March 31, June 30, Sept. 30 and Dec 31.

   04/20/2026, 07/20/2026, 10/20/2026, 01/20/2027, 04/20/2027, and 07/20/2027. Our 1 Task for the grant, Task 1 Construction current Task End Date is June 30th, 2027.

Ensure to complete the "Completion Status" section (located at the end of the progress report) regarding design, permitting and construction percentages if applicable to this project. Be sure to sign the report as well. If these two sections are not completed, we cannot accept it.

7. **Attachment 1 - Paragraph 7 - Financial Consequences:** Found in the Standard Terms and Conditions,

   7.b Invoice Reduction: If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

   We do not want to do this, so please ensure all documentation is submitted to your DEP Grant Manager by the task's end date. If you suspect an issue with submitting documentation on time, please let your DEP Grant Manager know as soon as possible.

8. **Scope of Work Deliverables:**

Task 1: Construction – **All documentation due by** June 30th, 2027: The Grantee will construct North Bay Village Outfall Valves Upgrade Phase 1 by installing specialized backflow prevention devices on 22 of the Village's drainage structures along the seawall in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit: 1) a copy of the final design; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

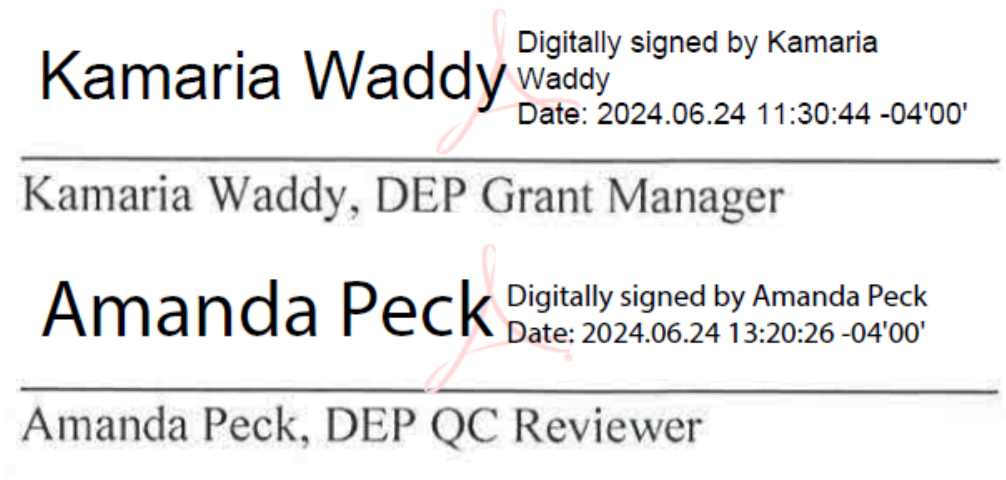
For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$125,000	07/01/2025	06/30/2027
		Total:	$125,000		

9. **Pay Requests:** A pay request cannot be processed by the department grant manager unless they have received and accepted the required documentation of the task(s) being invoiced, and the progress report(s) covering the invoiced period. Please note that you will have to complete and submit Exhibit C, which is in the Agreement Documents, or we cannot accept the pay request.

   When it is time to submit your first invoice, contact your DEP Grant Manager so they may walk you through the process.

10. Acceptable Signatures for Digital Date and Timestamp include:



We also accept DocuSign with the attached confirmation page included.

11. Discussion of any other items: Discussion of any other items:

a. Attachment 1 Standard Terms and Conditions Page 7 of the grant agreement Line Item 9ci and 9cii.: Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget

and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

b. Page 13 Line Item 25 for Investing in America (signage) requirements found in-depth here: https://www.epa.gov/grants/investing-america-signage-required-term-and-condition

c. Page 16 Line Item 32 for Subcontracting/Subawards which in summary allow for Grantees to submit/accept an Subcontract without the need for us on DEP side's approval.

d. Since this is a contractual services-task grant, we do require separate Engineer Certifications for all requested reimbursed invoice entries filled out on Part II of the Payment Request form Request for Payment – Part II Reimbursement Details after the service period of the grant's work and ensure the Service Period ends on May 31st, 2026 – do not sign Engineer Certification May 22nd, 2026.

e. Page 17 Line Item 43: American Iron and Steel for Public Works projects with more details explained further on Florida Statue 255.093's Senate site: https://www.flsenate.gov/Laws/Statutes/2024/255.0993

12. Backflow devices mentioned with the chance of a possible adjustment needed for the "22" devices due to cost and labor for the initial outfall devices listed from the proposal(s). Iron and Steel concerns, and final design requirement acceptable with outfall location map of work completed, design of the backflow devices, and any related documents such as the consultants map of work.

13. Items to share post Kickoff:

- L0287 Original Grant Agreement
- L0287 Kickoff Meeting Minutes
- Senate Bill 3119 North Bay Village
- (Exhibit A) Progress Report (WORD Format)
- (Exhibit C) Payment Request Summary Form (WORD Format)
- Summary Report Template

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR CONSTRUCTION WITH CHIN DIESEL, INC. FOR SITE PREPARATION WORK RELATING TO THE VILLAGE HALL/PUBLIC SAFETY COMPLEX AND MIAMI-DADE COUNTY FIRE STATION NO. 27 IN AN AMOUNT NOT TO EXCEED $249,450; WAIVING COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission adopt the proposed resolution.

BACKGROUND AND ANALYSIS

On March 8, 2023, the North Bay Village (the "Village") Commission adopted Resolution No. 2023-045 approving an agreement with Wannemacher Jensen Architects, Inc. (the "Architect") pursuant to Request for Qualifications No. 2022-005 for architectural and engineering design services (the "Design Services") for the Village Hall and Public Safety Complex Project (the "Project") to be located at a 0.756-acre Village-owned property located at 1335 79th Street Causeway (the "Property").

On May 10, 2024, the Village entered into an agreement with EXP US Services, Inc. ("EXP") consistent with Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 for continuing professional general architectural and engineering services ("RFQ 2023-005").

On January 30, 2025, the Village Commission adopted Resolution No. 2025-007 authorizing the issuance of a work order to EXP for project management services on an as-needed basis for the Project. On July 8, 2025, the Village issued Request for Qualifications No. 2025-006 ("RFQ 2025-006") seeking statements of qualification from potential contractors for the construction of the Project. The Village received qualification packages from 10 firms by the RFQ 2025-006 deadline.

On September 2, 2025, an Evaluation Committee appointed by the Village Manager short-listed the respondents and ranked the firms in the following order:

1. Core Construction Services of Florida, LLC
2. James B. Pirtle Construction Company, Inc D/B/A Pirtle Construction Company
3. Kast Construction Company Florida, LLC
4. Gulf Building, LLC
5. West Construction, Inc.

The Village is currently in the second phase of the competitive selection process for the construction of the Project and anticipates awarding the construction contract before the end of September 2026.

In the interim the Village wishes to commence construction at the Property in an effort to prepare the site for the Project and comply with the Village's obligations with Miami-Dade County to commence construction before the end of August 2026.

The Village has successfully worked with Chin Diesel on other projects in the Village. The Village Manager recommends that the Village enter into a construction contract with Chin Diesel for limited purposes (i.e., to prepare the site for full construction). Chin Diesel is not eligible for award of the RFP for construction of the Project.

It is recommended that the Village Commission adopt the attached resolution authorizing the Village Manager to negotiate and execute a construction contract with Chin Diesel to prepare the Property for construction of the Project. The proposal from Chin Diesel is attached as an exhibit to the draft construction contract which is pending negotiations with the contractor. The proposal is for $249,450 and staff proposes a contingency of $25,000 that would not require additional Commission approval.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Contract value is $249,450. A contingency of $25,000 is proposed.
Fund Name: Capital Projects-Village Hall
General Ledger Line Item: 325-60-630-6201
Appropriate Fund Balance: $274,450.00
Total Budget: $274,450.00

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Chin Diesel - Site Preparation -Village Hall.DOCX
Ex A t - Chin Diesel - Village Hall Prep Work.PDF

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR CONSTRUCTION WITH CHIN DIESEL, INC. FOR SITE PREPARATION WORK RELATING TO THE VILLAGE HALL/PUBLIC SAFETY COMPLEX AND MIAMI-DADE COUNTY FIRE STATION NO. 27 IN AN AMOUNT NOT TO EXCEED $249,450; WAIVING COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to construct the Village Hall/Public Safety Complex And Miami-Dade County Fire Station No. 27 (the "Project") at 1335 79th Street Causeway and the adjoining property designated Property Folio No. 23-3209-001-0061 (the "Property"); and

WHEREAS, the Village has issued Request for Proposals No. 2025-006-02 (the "RFP") for construction of the Project, which competitive procurement remains in progress; and

WHEREAS, in order to avoid undue delays in the construction of the vertical elements of the Project, the Village Manager solicited a proposal for site preparation work for the Project, including demolition and disposal of existing improvements at the Property, such as sidewalks, asphalt parking lots, the Sakura monument sign, and other similar improvements, and relocation of all existing (the "Work"), during the pendency of the RFP process; and

WHEREAS, Chin Diesel, Inc. (the "Contractor") submitted a proposal to perform the Work for the Project in the amount of $249,450; and

WHEREAS, the Village Manager desires to negotiate and execute a Contract for Construction (the "Contract"), in substantially the form attached hereto as Exhibit "A," with the Contractor to perform the Work for the Project in the amount of $249,450; 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 authorize the Village Manager to negotiate and execute the Contract with the Contractor to perform the Work for the Project attached hereto as Exhibit "A" in an amount not to exceed $249,450 as the pricing offered is cost-effective and a separate sealed competitive bid process will unnecessarily delay the Project; and

WHEREAS, the Village Commission desires to further authorize the Village Manager to approve and execute any change order(s) without further Commission approval, subject to the limitations of the $25,000 contingency for the Work; 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 negotiate and execute the Contract with the Contractor for the Work in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $249,450.

Section 3. Waiver. That the Village Commission hereby waives the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code as competitive bidding for the performance of the Work for the Project is not in the best interest of the Village.

Section 4. Implementation. That the Village Manager is authorized to approve and execute any change order(s) for the Project without further Commission approval, subject to the limitations of the Village's $25,000 contingency for the Work. Any change order that would exceed this $25,000 contingency shall be approved by the Village Commission. That the Village Manager is hereby further authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the Contract.

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

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

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

PASSED AND ADOPTED on this 28th day of July, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____ _____, 2026 (the "Effective Date") by and between the **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **CHIN DIESEL, INC.,** a Florida profit corporation (the "Contractor").

WHEREAS, the Village desires to construct the Village Hall/Public Safety Complex And Miami-Dade County Fire Station No. 27 (the "Project") at 1335 79th Street Causeway and the adjoining property designated Property Folio No. 23-3209-001-0061 (the "Property"); and

WHEREAS, in order to commence construction of the vertical elements of the Project, the Village is in need of construction services for site preparation work, including demolition and disposal of existing improvements at the Property, such as sidewalks, asphalt parking lots, the Sakura monument sign, and other similar improvements, and relocation of all existing (the "Work"), all as set forth in the approved plans, drawings and/or specifications prepared by Wannemacher Jensen Architects, Inc. (the "Plans") and attached hereto as Exhibit "A"; and

WHEREAS, the Contractor submitted a proposal to perform the Work for the Project ("Proposal") in an amount not to exceed $249,450, which Proposal is incorporated herein by reference and made a part hereof and attached hereto as Exhibit "B"; 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" or the "Project") including, without limitation as described in the Plans attached hereto as Exhibit "A," the Contractor's Proposal attached hereto as Exhibit "B," and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

Site Preparation Work for

Village Hall/Public Safety Complex And Miami-Dade County Fire Station No. 27

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. <u>Project Schedule.</u> 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. <u>Records.</u>

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. **Notwithstanding the foregoing, the Contractor shall ensure that the Work is commenced by no later than August 1, 2026, which shall include visible start of the Work for the Project and a recording of a Notice of Commencement, as required by Section 713.13, Florida Statutes.**

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 60 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 90 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 **$1,250** 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 **$1,000** 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 **$249,450** for the performance of the Work in accordance with Proposal, including the line items and unit prices detailed therein, attached hereto as Exhibit "B" (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:

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;

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), the Plans attached hereto as Exhibit "A" (the "Plans"), any procurement documents for the Project, the Contractor's Proposal for the Project (including the Schedule of Pricing) attached hereto as Exhibit "B", 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: Composite Exhibit "C," the Miami-Dade County Development Agreement dated March 11, 2025;

4.4.4. Fourth Priority: Exhibit "A," the Plans;

4.4.5. Fifth Priority: Exhibit "B," the Proposal; 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, and Miami-Dade County (the "County"), 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 and the County 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. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village or the County 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 and the County are subject to section 768.28, Florida Statutes, as may be amended from time to time.

5.3. 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 and Miami-Dade County 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 and the County, reflecting the Village and the County 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 and the County 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 and Miami-Dade County, its officials, employees, agents and volunteers, naming the Village and Miami-Dade County as additional insured naming the Village as additional insureds. Any insurance maintained by the Village and/or Miami-Dade County 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 $10,000,000 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 $10,000,000.

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. Pollution Liability insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 in the aggregate covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

6.1.1.6. Professional Liability Insurance with minimum limits not less than Two Million Dollars ($2,000,000.00) per occurrence, single limit. For licensed professionals subcontracted by the Contractor, coverage shall be not less than $1,000,000 per claim. If any required insurance purchased by the Contractor has been issued on a "claims made" basis, the purchaser of such claims made coverage must have an extended reporting or discovery "tail" period of not less than ten (10) years after the Project Completion Date and shall have a retroactive date to the date of the first design. A practice program that annually renews for ten years will meet this requirement.

6.1.1.7. Excess/Umbrella Liability may be used to supplement minimum liability coverage requirements.

6.1.1.8. 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 and the County reserve 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 and the County 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 and Miami-Dade County are to be specifically included as Additional Insureds for the liability of the Village and Miami-Dade County 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 and Miami-Dade County as Additional Insureds, shall apply on a primary basis and any other insurance maintained by the Village and/or Miami-Dade County 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. <u>Bonds.</u> Prior to performing any portion of the Work the Contractor shall deliver to Village and Miami-Dade County 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 procurement documents, including, without limitation, the "technical data" 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"), (2) the current military conflicts involving (a) Russia and the Ukraine and (b) the United States, Israel, and the Islamic Republic of Iran (collectively, the "Military Conflicts"), and (3) the current international tariffs imposed by the United States administration, including any supply chain issues arising therefrom (the "Tariffs").

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, the Military Conflicts, and the Tariffs, 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 the Military Conflicts.

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.

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

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 capacity 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 procurement response, 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 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. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

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

10.14.1. Public Entity Crimes Affidavit. Contractor 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.

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

10.14.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the 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.

10.14.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor

acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

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.

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. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.</u> 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.

11. <u>SPECIAL CONDITIONS</u>

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. <u>Unsatisfactory Personnel.</u>

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. 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.

Grant Title	Grant Agreement Exhibit
Development Agreement with County for Fire Station No. 27, As Amended	Composite Exhibit C

If the Work will be funded utilizing Grant funds, the Village shall select this box:☑.

11.8. DBE Contract Assurance.

11.8.1. 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.

11.8.2. 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.

11.9. Scrutinized Companies.

11.9.1. 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.

11.9.2. 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.

11.9.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

11.9.4. 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.

11.10. Miami-Dade County Development Agreement Conditions. The Work shall be fully or partially funded through funds provided by Miami-Dade County (the "County") pursuant to the Development Agreement with County for Fire Station No. 27, as amended, attached hereto as Composite Exhibit "C." Towards that end, the Contractor shall comply with the following requirements:

11.10.1. Independent Private Sector Inspector General Reviews. Pursuant to County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Subject to all Applicable Laws, upon written notice by the County or the Village, the Contractor shall make available to an IPSIG retained by the County, all requested records and documentation pertaining to the competitive procurement or any Construction Contract awarded pursuant to same for inspection and reproduction. The County shall be responsible for payment of any IPSIG services. Nothing contained herein shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with, and as and when provided under this RFP or any contract awarded pursuant to same.

11.10.2. Miami-Dade County Inspector General Review. According to Section 2-1076 of the County Code, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The County Inspector General is authorized and empowered to review past, present, and proposed County contracts, transactions, accounts, records, and programs. In addition, the County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs, all at no cost or expense to the Village or contractor. Monitoring of an existing project or program may include a report concerning whether the project tis on time, within budget, and in conformance with plans, specifications, and applicable law. The County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the contract to be awarded pursuant to this RFP. The County Inspector General is empowered to retain, at no cost or expense

to the Village or contractor, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Village or the contractor and its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the contract and to detect fraud and corruption. Subject to all Applicable Laws and the terms and conditions herein, upon written notice to Village or contractor from the Inspector General or IPSIG retained by the Inspector General, Village and/or contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Village or contractor. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Village or contractor, copy all such documents and records in the Village or the contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Agreements from and which successful and unsuccessful subcontractors and suppliers, all project related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records. Contractor and Village shall include the requirements of the Inspector General in its contracts.

11.10.3. Sustainability Requirements. Construction of the Project shall comply with the Sustainable Building requirements codified under Section 9-71 et al. of the County Code of Ordinances and County Implementing Order 8-8 (the "Sustainable Buildings Program") with respect to the design and construction of the Fire Station and associated parking. The primary mechanism determining compliance with the Sustainable Buildings Program shall be in the Florida Green Building Coalition (FGBC), U.S. Green Building Council's Leadership min Energy and Environmental Design (LEED) Rating System for buildings or the Institution for Sustainable Infrastructure's Envision Rating System for infrastructure projects. For LEED and Envision, the most recent versions of such rating systems shall be utilized, as adopted, respectively, by the Florida Green Building Coalition, United States Green Building Council and the Institute for Sustainable Infrastructure. For FGBC, LEED Rating System and Envision Rating System, the minimum rating system standard for all categories of construction shall be LEED Silver and Silver, respectively. The Contractor must consider the implications of sea level rise on the construction of the Project and the potential impacts of storm surge and exposure mitigation to such natural phenomena where applicable.

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: _____
Frank Rollason
Interim Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

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

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

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

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: _____
Frank Rollason
Interim Village Manager

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

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

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

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

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

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

_____ _____
Witness #1 Print Name: _____ Print Name: _____
_____ Title: _____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

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

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

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

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

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

_____ _____

Witness #1 Print Name: _____ Print Name: _____

_____ Title: _____

Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

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www.callsunshine.com

N

0 10 20
SCALE: 1"= 10

LEGEND

CLEARING AND GRUBBING

DEMOLISH

NOTE:

1. EXISTING TREES IN FDOT RIGHT-OF-WAY TO CONDUCT PROTECTION PER FDOT STANDARD INDEX 110-100.

WEST DRIVE

HARBOR ISLAND DRIVE

N.E. 79TH. STREET / JOHN F. KENNEDY CAUSEWAY / STATE ROAD NO. 934

EXISTING FPL POLE TO BE RELOCATED

DEMOLISH EXISTING CURB

END RE-STRIPING

BEGIN RE-STRIPING

RELOCATE EXISTING SIGN. REFER TO SHEET C5 FOR NEW LOCATION

DEMOLISH EXISTING SIDEWALK

10.00' FPL EASEMENT

EXISTING UTILITY POLE TO BE REMOVED (TYP).

CONTRACTOR TO COORDINATE WITH UTILITY OWNER (BREEZELINE) TO RELOCATE EXISTING WOODEN POLE

CUT, GROUT AND CAP EXISTING SANITARY SEWER TO BE ABANDONED

FOLIO #23-3209-001-0061

FOLIO #23-3209-001-0060

DEMOLISH ENCROACHING CURB AND PAVERED DRIVEWAY UP TO PROPERTY LINE

REMOVE EXISTING MANHOLES & ALL UNDERGROUND STRUCTURES

CONTRACTOR TO COORDINATE WITH UTILITY RELOCATION OF EXIST. SIGN.

PEDESTRIAN LIGHTING POLE TO BE REMOVED. PULL WIRE BACK TO NEAREST PULLBOX AND CAP AND SPLICE

SAWCUT AND REMOVE EXISTING TYPE-F CURB AND SIDEWALK REPLACE WITH NEW CONCRETE DRIVEWAY APPROACH. MATCH EXISTING ELEVATIONS. PROTECT EXIST. TRANSFORMER EQUIPMENT FROM DAMAGE DURING DEMOLITION OF SIDEWALK

DEMOLISH EXISTING CURB

EXISTING MONUMENT SIGN TO BE REMOVED

EXISTING WALL & FOOTING SECTION TO BE DEMOLISHED

EXISTING WALL & FOOTING SECTION AT NEW DRIVE TO BE DEMOLISHED

EXISTING INLET TO REMAIN. PROTECT INLET & DRAINAGE STRUCTURE FROM DAMAGE DURING DEMOLITION

CAP ALL EXISTING IRRIGATION LINES AND ADJUST FOR PROPOSED IMPROVEMENTS.

PROTECT AND PRESERVE EXISTING LANDSCAPE LIGHTING. ADJUST FOR PROPOSED LANDSCAPE-SEE LANDSCAPE PLANS.

EXISTING PEDESTRIAN SIGNAL PEDESTAL TO REMAIN.

EXISTING MAST ARM TO REMAIN.

EXISTING PULL-BOXES TO BE REPLACED.

EXISTING DETECTABLE WARNINGS TO BE REMOVED AND REPLACED.

EXISTING CONCRETE DRIVEWAY TO BE REMOVED. CONSTRUCT NEW SIDEWALK AND TYPE-F CURB AND GUTTER. MATCH EXISITING ELEVATIONS AND FLOW LINE.

CATCH BASIN
GRATE EL= +4.61
INV EL= 0.54(S)
18" PIPE

CATCH BASIN
RATE EL= +4.38
IV EL= 2.13(W)(24" PIPE)
INV EL= 2.18(E)(8" PIPE)

PLAN VIEW
SCALE : 1"=10'

TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH CHAPTERS 553 AND 633 OF THE FLORIDA STATUTES.

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St. Petersburg, Florida 33701-3214
(727) 822-3566 fax (727) 822-5475
www.wjarc.com
AA0002277
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ARCHITECT OF RECORD
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AA002416 EB 002354

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8550 N.W. 33RD STREET • SUITE 202
DORAL, FLORIDA 33122
PHONE (305) 591-8828
FAX (305) 591-8977
WWW.ADAENG.NET • EB # 0000312
WADDIE RUIZ, P.E. P.E. LICENSE NO. 62714

WADDIE D. RUIZ — No. 62714 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

WADDIE D. RUIZ, P.E.
LIC. NO. 62714
This item has been digitally signed & sealed by Waddie D. Ruiz, P.E. Printed copies of this document are not considered signed & sealed and the signature must be verified on any electronic copies.

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE
1335 79th STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA. 33140

7/3/2024 9:10:27 AM

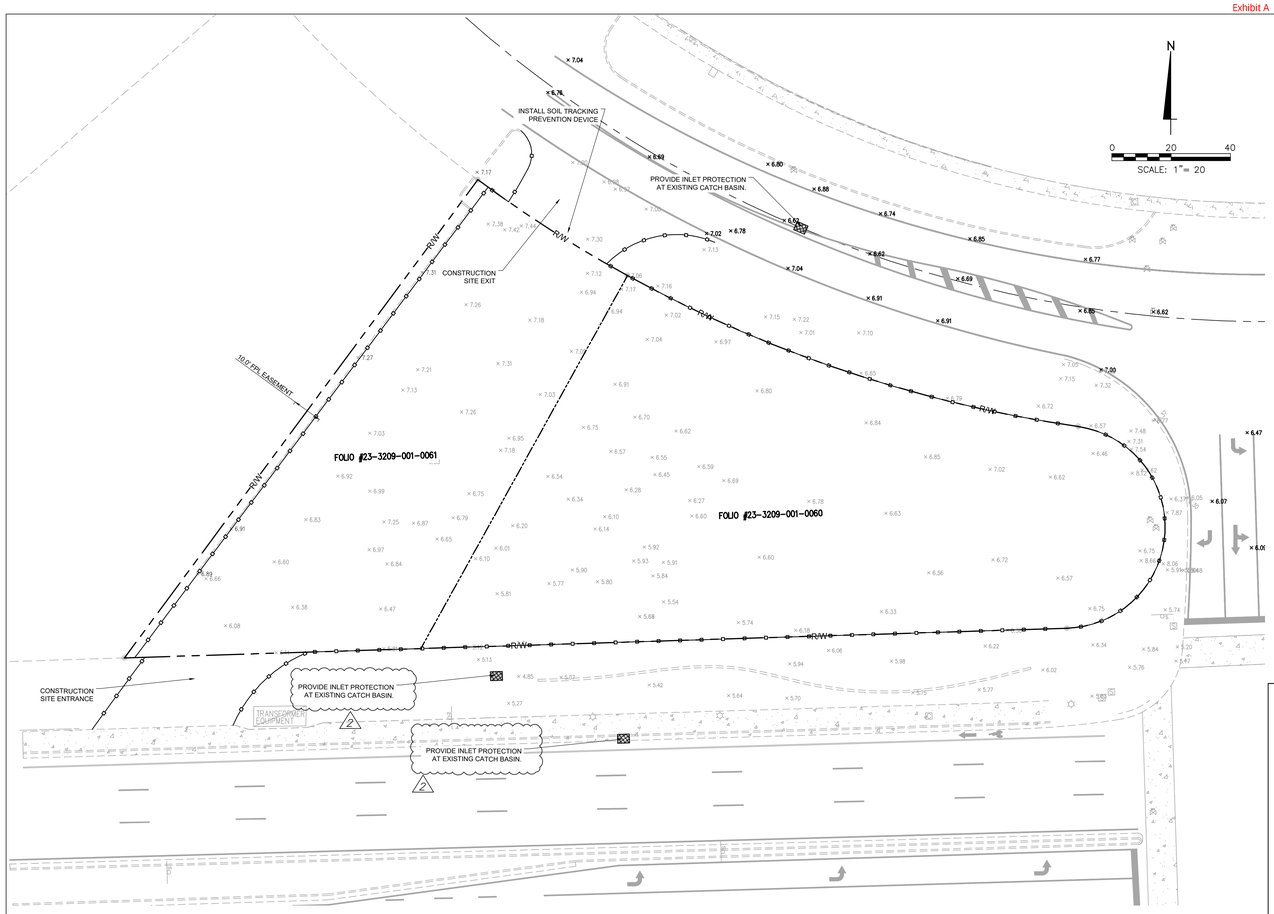
Project Number
WJ 2312 / WA 22303.0

DISTRIBUTION
08-01-2024

REV	DESCRIPTION	DATE
2	REV #2	12/20/2024
5	REV #5	08/14/2025
6	REV #6	10/27/2025

DEMOLITION PLAN

C-02



PLAN VIEW
SCALE : 1"=10'

STORMWATER POLLUTION PREVENTION PRACTICES:

1. THE STORM WATER POLLUTION PREVENTION PLAN, SWPPP, SHALL DESCRIBE IN DETAIL HOW THE CONSTRUCTION EFFORT WILL BE PHASED WITH REGARDS TO MINIMIZING EROSION PROBLEMS BY THE USE OF TEMPORARY AND PERMANENT EROSION CONTROL MEASURES, FOR THE VARIOUS SEQUENCES OF CONSTRUCTION OPERATIONS.
2. ENVIRONMENTAL CONTROL FEATURES AS PROVIDED IN THE SWPPP, ARE TO BE INSTALLED AT ALL AREAS OF EXCAVATION OR FILL FOR DRAINAGE SYSTEM, OR STRUCTURE CONSTRUCTION PRIOR TO SUCH EXCAVATION OR FILL. INLET ENTRANCES ARE ALSO TO BE PROTECTED FROM SILTATION AS DETAILED ON THIS SHEET.
3. ALL ENVIRONMENTAL CONTROL FEATURES ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT IN ACCORDANCE WITH N.P.D.E.S. REQUIREMENTS. THE CONTRACTOR MUST INSURE THAT ALL EROSION CONTROL FEATURES FUNCTION PROPERLY AT ALL TIMES.
4. ALL EROSION AND MATERIAL DEPOSITS MUST BE CONTAINED WITHIN THE PROJECT LIMITS.
5. ANY DAMAGED OR INEFFECTIVE SEDIMENTS BARRIERS WILL BE REPLACED WITH NEW ONES. THE LOCATION OF SEDIMENTS BARRIERS INSTALLATION IS AS MENTIONED IN THE SWPPP PLANS. THE PROJECT ENGINEER MAY SPECIFY OTHER AREAS AS NECESSARY.
6. DITCH BOTTOM INLETS SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL PROJECT IS COMPLETE.
7. CURB INLETS ALSO SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL THE PROJECT IS COMPLETE. ALL EXPOSED SLOPED MATERIAL ADJACENT TO INLET, SHALL BE COVERED WITH EROSION CONTROL MATTING WITH OUTER LIMITS PROTECTED BY ROCK BAGS.
8. STOCKPILED MATERIAL SHALL NOT BE LEFT IN EROSION PRONE AREAS UNLESS PROTECTED BY COVER OR ROCK BAGS.
9. INSPECTION OF EROSION CONTROL MEASURES AND CONDITION OF ADJACENT PROPERTIES, SHALL BE PERFORMED DAILY BY THE CONTRACTOR'S REPRESENTATIVE AND THE PROJECT ENGINEER. DEFICIENCIES SHALL BE NOTED AND CORRECTED.
10. ANY OFFSITE SEDIMENT DISCHARGE TO A MUNICIPAL SEPARATE STORM WATER SYSTEM ARISING FROM THE CONTRACTOR'S ACTIVITIES IS NOT ALLOWED.
11. THE USE OF SANITARY SEWERS, FRENCH DRAINS, COVER DITCHES AND/OR ROCK DRAINS FOR THE DISPOSAL OF WASTEWATER IS EXPRESSLY PROHIBITED.
12. CONTRACTOR TO PROVIDE WIND SCREEN FENCE ALONG PERIMETER OF PROJECT..

NPDES - NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM
BMP - Best Management Practice.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) CHECKLIST:

A. SEQUENCE OF SOIL DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS:

1. INSTALL SILT FENCE ALONG THE PERIMETER OF PROJECT AREA.
2. INSTALL SEDIMENT CONTROL TO THE EXISTING INLETS.
3. CLEAR & GRUBBING
4. CLEAN ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE

B. GENERAL

1. APPROVED STATE, LOCAL PLANS OR STORM WATER PERMITS.
2. ALL OF THE CONTROLS SHALL BE MAINTAINED AT ALL TIMES.
3. ALL CONTROLS SHALL BE INSPECTED DAILY.
4. APPLY FERTILIZERS AND PESTICIDES ACCORDING TO STANDARD SPECIFICATIONS, DESIGN AND SPECIAL PROVISIONS.
5. REPORT NON-STORM WATER DISCHARGE (INCLUDING SPILL) (305) 416-1200.
6. VISIT www.dep.state.fl.us/water/stormwater/npdes/

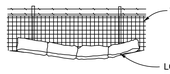
NOTES:

1. UTILITY INFORMATION SHOWN IS BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES.
2. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL PIPE, FITTINGS, AND APPURTENANCES PRIOR TO COMMENCING CONSTRUCTION.
3. CONTRACTOR TO COORDINATE CONSTRUCTION ENTRANCE/EXIT WITH OWNER.
4. PROTECT EXISTING CATCH BASINS WITH SEDIMENT CONTROL (TYP.)

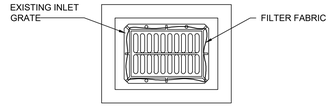
TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH CHAPTERS 553 AND 633 OF THE FLORIDA STATUTES.

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PROTECTION AROUND INLETS OR SIMILAR STRUCTURES
N.T.S.



BALES BACKED BY FENCE
N.T.S.



INLET PROTECTION DETAIL
N.T.S.

NOTES FOR SYNTHETIC BALES OR BALE TYPE BARRIERS

1. TYPE I AND II SYNTHETIC BARRIER SHOULD BE SPACED IN ACCORDANCE WITH CHART 1, SHEET 1 PER INDEX 102 OF THE 2010 FDOT DESIGN STANDARDS.
2. BALES SHALL BE ANCHORED WITH 2-1" X 2" (OR 1" DIA.) X 4' WOOD STAKES. STAKES OF OTHER MATERIAL OR SHAPE PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER. STAKES OTHER THAN WOOD SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
3. RAILS AND POSTS SHALL BE 2" X 4" WOOD. OTHER MATERIALS PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER.
4. ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER.
5. WHERE USED IN CONJUNCTION WITH SILT FENCE, BALES SHALL BE PLACED ON THE UPSTREAM SIDE OF THE FENCE.

LEGEND

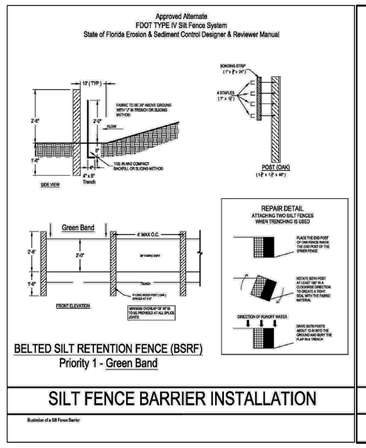
PROPOSED SILT FENCE

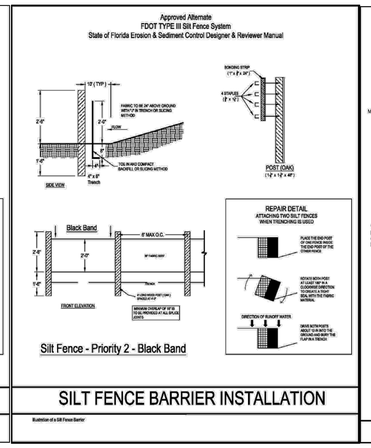
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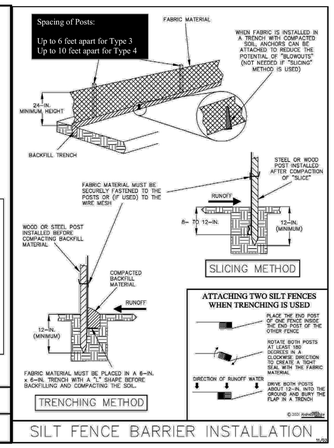
TOTAL ACREAGE OF DISTURBED SOIL : 3.11 AC

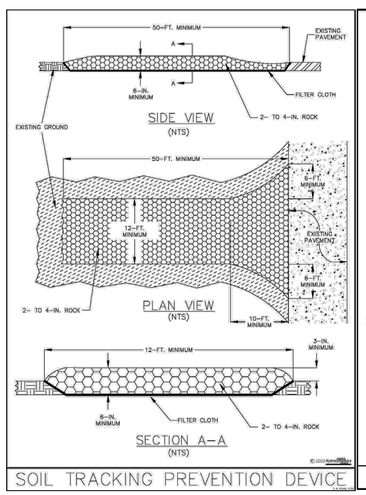
PW NPDES PERMIT NO.: N/A

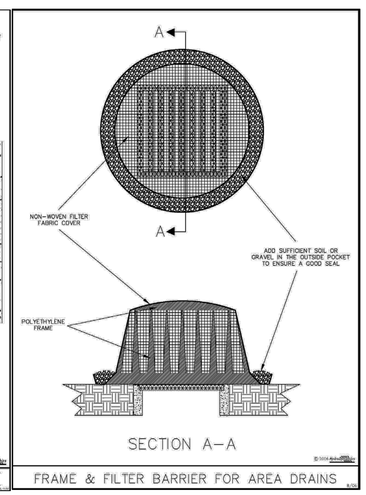
DATE ISSUED: N/A











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AA002416 EB 002354

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WADDIE RUIZ, P.E. LICENSE NO. 62714

WADDIE D. RUIZ
No. 62714
STATE OF FLORIDA
PROFESSIONAL ENGINEER

WADDIE D. RUIZ, P.E.
LIC. NO. 62714
This item has been digitally signed & sealed by Waddie D. Ruiz, P.E. Printed copies of this document are not considered signed & sealed and the signature must be verified on any electronic copies.

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX
CLIENT: NORTH BAY VILLAGE
1335 79th STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA 33140

7/30/2024 9:10:27 AM

Project Number
WJ 2312 / WA 22303.0

DISTRIBUTION

08-01-2024

REV	DESCRIPTION	DATE
2	REV #2	12/20/2024

STORM WATER POLLUTION PREVENTION PLAN

C-17

SWPPP - NARRATIVE

1. PROJECT/SITE DESCRIPTION

a. CONSTRUCTION ACTIVITY:
CLEARING & GRUBBING AT GRADE LEVEL INCLUDING REMOVAL OF EXISTING TREES, LIGHT POLE, ASPHALT PAVEMENT, SOD, AND CONCRETE CURB

PROJECT LIMITS:
THE PROJECT SITE IS LOCATED IN 1335 79TH STREET CAUSWAY, NORTH BAY VILLAGE, FL 33141

PROJECT DESCRIPTION:
THIS PHASE 1 INCLUDES ONLY THE DEMOLITION OF THE EXISTING CONDITIONS FOR THE PREPARATION OF THE NEW PARKING GARAGE.

b. MAJOR SOIL DISTURBING ACTIVITIES:
● CLEARING & GRUBBING AT GRADE LEVEL INCLUDING REMOVAL OF EXISTING TREES AND LIGHT POLE

c. TOTAL PROJECT AREA:
1.15 ACRES

TOTAL AREA TO BE DISTURBED:
0.77 ACRES

d. (1) RUNOFF COEFFICIENTS BEFORE, DURING, AND AFTER CONSTRUCTION;
BEFORE: CN=0.40 (SANDY SOILS); AREA = 0.299 AC PERVIOUS, 0.429 AC IMPERVIOUS; RUNOFF COEFFICIENT = 0.53
DURING: CN=0.40; AREA = 0.729 AC IMPERVIOUS; RUNOFF COEFFICIENT = 0.29
AFTER: CN=0.95; AREA = 0.682 AC IMPERVIOUS, 0.047 AC PERVIOUS; RUNOFF COEFFICIENT = 0.67

(2) DESCRIPTION OF SOIL OR QUALITY OF DISCHARGE:
N/A

(3) ESTIMATES OF SIZE OF DRAINAGE AREA FOR EACH OUTFALL:
N/A

e. FOR LOCATIONS OF DRAINAGE AREAS AND OUTFALLS :
N/A

f. (1) NAME OF RECEIVING WATERS:
N/A

(2) WETLAND AREA:
N/A

2. CONTROLS

NARRATIVE - SEQUENCE OF SOIL DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS:
PRIOR TO THE START OF CLEARING AND GRUBBING OPERATIONS, SILT FENCE, AND SYNTHETIC BALES SHALL BE INSTALLED AS SHOWN ON THE PLANS FOR EACH PHASE OF CONSTRUCTION OR AS DIRECTED BY THE ENGINEER. THE SILT FENCE, SHALL REMAIN IN PLACE UNTIL THE CONSTRUCTION IS COMPLETED OR AS DIRECTED BY THE ENGINEER. TEMPORARY SODDING, PERMANENT SODDING, ETC SHALL BE PLACED IN DISTURBED SOILS.

a. EROSION AND SEDIMENT CONTROLS:

(1) STABILIZATION PRACTICES:
____ TEMPORARY SODDING
____ TEMPORARY GRASSING
____ PERMANENT PLANTING, SODDING, OR SEEDING
____ TEMPORARY MULCHING
____ ARTIFICIAL COVERING
____ BUFFER ZONES
____ PRESERVATION OF NATURAL RESOURCES
____ OTHER :

(2) STRUCTURAL PRACTICES:
✓ SAND BAGGING
✓ SILT FENCES
____ WIND SCREEN
✓ SYNTHETIC BALES
____ BERMS
____ DIVERSION, INTERCEPTOR, OR PERIMETER DITCHES
✓ PIPE SLOPE DRAINS
____ FLUMES
✓ ROCK BEDDING AT CONSTRUCTION EXIT
____ TIMBER BEDDING AT CONSTRUCTION EXIT
____ DITCH LINER
____ SEDIMENT TRAPS
____ SEDIMENT BASINS
✓ STORM INLET SEDIMENT TRAP
____ STONE OUTLET STRUCTURES
✓ CURBS AND GUTTERS
✓ STORM SEWERS
____ VELOCITY CONTROL DEVICES
____ TURBIDITY BARRIER
____ RIP RAP
____ OTHER :

b. DESCRIPTION OF STORM WATER MANAGEMENT:
N/A

c. OTHER CONTROLS

(1) WASTE DISPOSAL:
ANY CONSTRUCTION DEBRIS GENERATED AS A RESULT OF THIS PROJECT WILL BE DISPOSED OF OFF-SITE AT AN APPROPIATE WASTE DISPOSAL FACILITY
a.) CONCRETE WASH OUT LOCATIONS WILL BE PROVIDED IN AREAS WHERE THE DISPOSAL MATERIALS WILL BE CONTAINED SO AS TO PREVENT DISCHARGE OUTSIDE OF THE PROJECT LIMITS AND INTO THE WATERWAYS.
b.) NEW DRAINAGE STRUCTURES WILL BE PROTECTED WITH SYNTHETIC BALES AND/OR FILTER FABRIC.
c.) STAGING AREAS WILL BE LOCATED WITHIN THE PROJECT WORK ZONE UNLESS REQUESTED OTHERWISE FOR APPROVAL.
d.) LITTER WILL BE DEPOSITED IN APPROPIATE LOCATIONS. A DUMPSTER MAY BE PROVIDED AT THE SITE DEPENDING ON THE AMOUNT OF LITTER GENERATED.
e.) LOADED TRUCKS WILL BE COVERED WITH TARPS
f.) SWEEPERS AND/OR WATER TRUCKS WILL BE PROVIDED TO REDUCE DUST DAILY.
g.) SOIL PREVENTION TRACKING WILL BE INSTALLED AS PER THE SWPPP AND/OR AS DIRECTED BY CITY INSPECTOR.

(2) OFFSITE VEHICLE TRACKING:
____ HAUL ROADS DAMPENED FOR DUST CONTROL
____ LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
✓ EXCESS DIRT ON ROAD REMOVED DAILY
____ STABILIZED CONSTRUCTION ENTRANCE
✓ WATER TRUCK SCHEDULING
✓ STREET SWEEPING (AS REQUIRED)
____ OTHER :

(3) SANITARY WASTE:
N/A

(4) FERTILIZERS, PESTICIDES AND TREES:
NO FERTILIZERS OR PESTICIDES WILL BE USED AT THE SITE. PROTECT ALL TREES WITHIN PROJECT LIMITS AS PER FDOT INDEX No. 544.

(5) TOXIC SUBSTANCES:
TOXIC SUBSTANCES WILL NOT BE STORED AT THE SITE.

(6) NON-STORM WATER DISCHARGE (INCLUDING SPILL REPORTING):
NO NON-STORMWATER DISCHARGES ARE ANTICIPATED AT THIS TIME. CONTAMINATED SOIL OR GROUNDWATER ENCOUNTERED SHALL BE REPORTED IMMEDIATELY TO NORTH BAY VILLAGE PERSONNEL IN . IF DEWATERING IS IMPLEMENTED, THE WATER WILL BE DEPOSITED IN A CONTROLLED AREA ON-SITE TO PREVENT OFF-SITE DISCHARGE OR AS APPROVED BY PERMIT.

(7) EROSION CONTROL DEVICES:
LOCATIONS AND TYPES OF ALL EROSION CONTROL DEVICES SHALL BE INSTALLED AS DIRECTED BY PLAN AND/OR BY THE CITY OF NORTH BAY VILLAGE. CONTRACTOR SHALL IMPLEMENT THE SWPPP AS PER CONTRACT PLANS. HOWEVER, IT MAY BE REVISED BASED ON ACTUAL FIELD CONDITIONS AT THE TIME WORK IS BEING PERFORMED. FIELD MODIFICATIONS WILL BE APPROVED BY MDAD. MONITORING SHALL BE PERFORMED ON A WEEKLY BASIS AND AFTER A 1/2" STORM EVENT WITH ROUTINE MAINTENANCE AND REPLACEMENT OF ANY DEVICES AS REQUIRED. CONTAINMENT OR REMOVAL OF POLLUTANTS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE STATE AND MDAD REGULATIONS AND/OR FDOT STANDARD SPECIFICATIONS.
THE RESPONSIBLE PERSONS FOR MONITORING AND MAINTAINING THE EROSION CONTROL DEVICES SHALL BE:
CONTRACTOR: TELEPHONE:
REMARKS:
IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT PROJECT ENGINEER AT 305-551-4608

d. APPROVED STATE, LOCAL PLANS, OR STORM WATER PERMITS: (CHECK ALL THAT APPLY)

1. NPDES PERMIT (0.5 ACRE OR MORE) ☑

2. NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FROM THE FLORIDA DEPARTMENT OF ENVIROMENTAL PROTECTION (FDEP) FOR PROJECTS DISTURBING MORE THAN 1 ACRE. ☑

3. DADE COUNTY PERMITTING, REGULATORY & ECONOMIC RESOURCES (RER) CLASS II-STORMWATER MANAGEMENT PERMIT AND DEWATERING PERMIT. ☐

4. ENVIROMENTAL RESOURCES (ERP) PERMIT FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) ☐

5. U.S. ARMY CORPS OF ENGINEERS DREDGE AND FILL PERMIT. ☐

6. SOUTH FLORIDA WATER MANAGMENT DISTRICT (SFWMD) RIGHT-OF-WAY USE PERMIT. ☐

7. PUBLIC WORKS EXCAVATION PERMIT ☑

8. POLICE ☐

9. TREE PERMIT ☐

10. CITY DEWATERING PERMIT ☐

3. MAINTENANCE:

● ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
● BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD OF THE HEIGHT OF THE FENCE.
● PROTECT ALL INLETS SURROUNDING CONSTRUCTION SITE.
● STREET SWEEPING AND DUST PREVENTION MUST BE IMPLEMENTED DAILY.

4. INSPECTION:

a. QUALIFIED PERSONNEL FROM THE CITY AND CONTRACTOR SHALL INSPECT THE FOLLOWING ITEMS DAILY THROUGHOUT THE CONSTRUCTION PERIOD.
b. PREPARATION OF THE CONTRACTOR'S WEEKLY REPORT OF INSPECTION, MAINTENANCE AND REPAIRS FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED IN THE COST OF THE RESPECTIVE PAY ITEMS. WHERE SITES HAVE BEEN FINALLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED WEEKLY.
- ● POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES
- ● POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM SEWER SYSTEMS
- ● DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED
- ● AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION
- ● STRUCTURAL CONTROLS
- ● STORMWATER MANAGEMENT SYSTEMS
- ● LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE
- ● STREET SWEEPING AND DUST CONTROL

c. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. IF REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF THE REPORT
d. REMOVE EXCESS DIRT FROM ALL ROADS ADJACENT TO PROJECT AREA ON A DAILY BASIS.
e. SEDIMENT FOUND IN DRAINAGE INSPECTION WILL REQUIRE DRAINAGE SYSTEM CLEANING BY CONTRACTOR.

TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH CHAPTERS 553 AND 633 OF THE FLORIDA STATUTES.

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WADDIE RUIZ, P.E. P.E. LICENSE NO. 62714



WADDIE D. RUIZ, P.E.
LIC. NO. 62714
This item has been digitally signed & sealed by Waddie D. Ruiz, P.E. Printed copies of this document are not considered signed & sealed and the signature must be verified on any electronic copies.

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE

1335 79th STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, 33140

7/30/2024 9:10:27 AM

Project Number
WJ 2312 / WA 22303.0

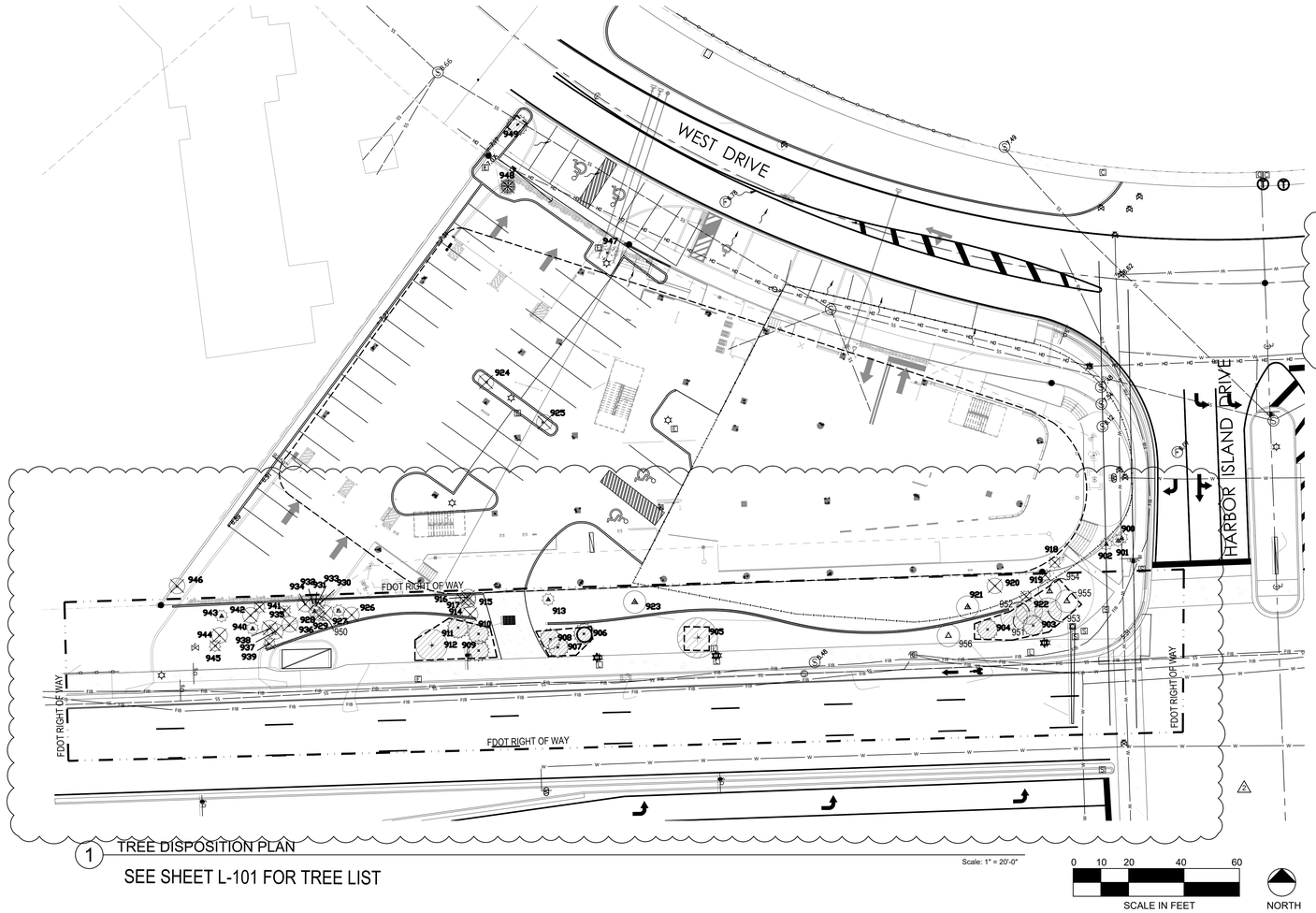
DISTRIBUTION

08-01-2024

REV	DESCRIPTION	DATE

STORM WATER POLLUTION PREVENTION PLAN

C-18



1 TREE DISPOSITION PLAN

SEE SHEET L-101 FOR TREE LIST

Scale: 1" = 20'-0"

0 10 20 40 60

SCALE IN FEET

NORTH

CURTIS • ROGERS DESIGN STUDIO INC
Landscape Architecture
7520 S RED ROAD, SUITE M
SOUTH MIAMI, FLORIDA 33143
305.442.1774 | 305.445.9488 FAX
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10/29/2025

Arlin M. Curtis LA0001330
Jennifer Rogers-Pomarolle LA0001933
Kevin Fuller LA0001796
Marlene Gabriela Bobo Dallmer LA6667248

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE

1335 79th STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA 33140

7/30/2024 5:10:27 AM

Project Number

WJ 2312 / WA 22303.0

DISTRIBUTION

08-01-2024

REV	DESCRIPTION	DATE
2	Owner's Changes	12/20/24

Tree Disposition Plan

L-100

TO THE BEST OF THE ARCHITECT'S OF ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH CHAPTERS 553 AND 633 OF THE FLORIDA STATUTES.

TREE DISPOSITION LIST (IN FDOT ROW)

NUMBER	Scientific name	Common Name	DBH (")	Height (')	Spread (' DIA)	Condition	Notes	Action	Mitigation Required
903	Phoenix dactylifera	Date Palm	16	20	15	Good		Remain	
904	Phoenix dactylifera	Date Palm	15	20	15	Good		Remain	
905	Quercus virginiana	Live Oak	13	20	25	Good		Remain	
906	Phoenix dactylifera	Date Palm	16	20	15	Good		Remain	
907	Phoenix roebellini	Pygmy Date Palm	4	8	5	Good		Remain	
908	Phoenix roebellini	Pygmy Date Palm	4	8	5	Good		Remain	
909	Phoenix roebellini	Pygmy Date Palm	4	8	5	Good		Remain	
910	Phoenix roebellini	Pygmy Date Palm	4	8	5	Good		Remain	
911	Phoenix roebellini	Pygmy Date Palm	5	8	5	Good		Remain	
912	Quercus virginiana	Live Oak	15	20	20	Good		Remain	
913	**Phoenix dactylifera**	Date Palm	17	20	15	Good		***Relocate***	
914	Schefflera arboricola	Umbrella Tree	6	18	5	Good	Invasive	REMOVE	No
915	Schefflera arboricola	Umbrella Tree	4	15	5	Good	Invasive	REMOVE	No
916	Schefflera arboricola	Umbrella Tree	3	12	5	Good	Invasive	REMOVE	No
917	Phoenix dactylifera	Date Palm	16	20	15	Good		REMOVE	176
920	Ceiba speciosa	Silk Floss Tree	9	12	10	Poor	Toppled	REMOVE	314
921	**Ceiba speciosa**	Silk Floss Tree	8	15	10	Good		***Relocate *****	
922	Ptychosperma elegans	Solitaire Palm	6	12	5	Good		REMOVE	78.5
923	**Bursera simaruba**	Gumbo Limbo	8	12	15	Good		***Relocate *****	
926	Schinus terebinthifolia	Brazilian Pepper	6	12	15	Good	Invasive	REMOVE	No
927	**Phoenix dactylifera**	Date Palm	15	20	15	Good		***Relocate***	
928	**Cocos nucifera**	Coconut Palm	8	18	15	Good		***Relocate***	
929	Schefflera arboricola	Umbrella Tree	4	15	5	Good	Invasive	REMOVE	No
930	Schefflera arboricola	Umbrella Tree	3	10	5	Good	Invasive	REMOVE	No
931	Schefflera arboricola	Umbrella Tree	3	10	5	Good	Invasive	REMOVE	No
932	Schefflera arboricola	Umbrella Tree	3	10	5	Good	Invasive	REMOVE	No
933	Schefflera arboricola	Umbrella Tree	4	15	5	Good	Invasive	REMOVE	No
934	Schefflera arboricola	Umbrella Tree	4	15	5	Good	Invasive	REMOVE	No
935	Roystonea elegans	Royal Palm	5	8	5	Fair	Too young to relocate well	REMOVE	78.5
936	Bursera simaruba	Gumbo Limbo	7	12	10	Good	Growing close to wall	REMOVE	314
937	Schefflera arboricola	Umbrella Tree	6	15	5	Good	Invasive	REMOVE	No
938	Bursera simaruba	Gumbo Limbo	7	12	10	Good	Growing close to wall	REMOVE	314
939	Roystonea elegans	Royal Palm	8	12	10	Fair	Too young to relocate well	REMOVE	314
940	**Cocos nucifera**	Coconut Palm	9	18	15	Good		***Relocate***	
941	Roystonea elegans	Royal Palm	8	10	10	Good	Too young to relocate well	REMOVE	314
942	Schefflera arboricola	Umbrella Tree	4	15	5	Good	Invasive	REMOVE	No
943	**Cocos nucifera**	Coconut Palm	7	18	15	Good		***Relocate***	
944	Coccoloba uvifera	Seagrape	4	10	10	Good	Overgrown shrub -Not considered a tree by MDC	REMOVE	No
945	Roystonea elegans	Royal Palm	8	12	15	Fair	Too young to relocate well	REMOVE	706.5
950	Washingtonia robusta	Mexican Fan Palm	8	8	10	Good		REMOVE	314
951	Pandanus utilis	Screw Pine	6	12	12	Good		Remain	
952	Pandanus utilis	Screw Pine	6	12	12	Good		Remain	
953	Pandanus utilis	Screw Pine	6	12	12	Good		Remain	
954	**Pandanus utilis**	Screw Pine	6	12	12	Good		***Relocate***	
955	**Pandanus utilis**	Screw Pine	6	12	12	Good		***Relocate***	
956	**Pandanus utilis**	Screw Pine	6	12	12	Good		***Relocate***	
								Total Mitigation Required =	2923.5
								Total Replacement Trees required=	6

TREE DISPOSITION LIST (ON CITY PROPERTY)

NUMBER	Scientific name	Common Name	DBH (")	Height (')	Spread (' DIA)	Condition	Notes	Action	Mitigation Required
900	**Sabal palmetto**	Cabbage Palm	10	15	10	Good		***Relocate***	
901	**Sabal palmetto**	Cabbage Palm	9	15	10	Good		***Relocate***	
902	**Sabal palmetto**	Cabbage Palm	12	18	10	Good		***Relocate***	
918	Ptychosperma elegans	Solitaire Palm	7	20	5	Good		REMOVE	78.5
919	Ptychosperma elegans	Solitaire Palm	7	20	5	Good		REMOVE	78.5
924	Quercus virginiana	Live Oak	8	15	15	Good	Stunted growth -confined roots	REMOVE	706.5
925	Quercus virginiana	Live Oak	7	15	10	Good	Stunted growth -confined roots	REMOVE	314
946	Schefflera arboricola	Umbrella Tree	9	18	15	Good	Invasive	REMOVE	No
947	Quercus virginiana	Live Oak	11	15	20	Good	Stunted growth -confined roots	REMOVE	1256
948	Sweitenia mahagoni	Mahogany	18	25	35	Good	3 leaders -in confined space next to pole. Not good relocation candidate	REMOVE	3846.5
949	Sabal palmetto	Cabbage Palm	10	15	10	Good		Remain	
								Total Mitigation Required =	6280
								Total Replacement Trees required=	13

NOTE: TOTAL MITIGATION REQUIRED IS 18 TREES. AS THERE IS NO ROOM ON SITE TO ADD TREES, THE CITY WILL DETERMINE OTHER LOCATIONS ON THEIR PROPERTY TO PLANT THE REPLACEMENT TREES.

** INDICATES A TREE TO BE RELOCATED OFF-SITE TO A LOCATION IN THE CITY TBD

2

Tree Protection Notes

1.0 A Tree Protection Zone (TPZ) shall be established around all trees which are to be retained. The TPZ shall include all such trees in a single cluster, with protective fencing around the perimeter of the cluster.

2.0 The TPZ fencing shall be 4 feet high min., with wood posts spaced max. 10 feet o.c., with 2 x 2 mesh. Orange construction mesh shall be securely attached to posts and rails.

3.0 The area within the TPZ shall be maintained in its current condition. There shall be no grade changes, bulldozing, scarifying or any other type of soil disturbance within this area. No new utilities shall be installed in this area.

4.0 The area within the TPZ shall be kept free of heavy equipment operation. There shall be no movement of heavy equipment within these areas.

5.0 The area within the TPZ shall not be used for any type of materials storage or dumping (including wash water).

6.0 There shall be no damage, wounding, or other types of physical injury made to the tree trunks, buttress roots, surface roots, limbs, branches, or other exposed parts of the trees. No signage shall be attached to the trees and no work stations set up beneath the trees.

7.0 Prior to construction activities, any tree limbs which may interfere with, or are at risk of damage or injury from, construction activities, shall be pruned following the guidelines in the most recent edition of the American National Standards Institute A-300 document. All trees to be retained shall be pruned to clean their crowns, as defined in the ANSI A-300 document (remove dead, diseased, or broken branches).

8.0 Any tree roots which are at risk of being cut, damaged or exposed during excavation activities shall be pruned beforehand using appropriate pruning tools (saws, loppers or clippers) and techniques, leaving clean, smooth cuts at a maximum distance allowable from the tree trunks. When digging trenches using trenchers, backhoes or similar equipment, tree roots shall be cut by hand, using appropriate pruning tools, at least 2 to 4 inches further back, toward the tree, from the edge of the trench and behind the equipment-damaged roots. Trenches shall then be backfilled with sand or existing soil.

9.0 Heavy equipment shall be routed around all TPZ's. Heavy equipment routes shall have gravel or mulch maintained at a minimum depth of 3 to 4 inches at all times to help disperse weight loads and minimize soil compaction and root damage.

TREE RELOCATION NOTES

1.01 PERMITS AND CODES

A. The Contractor shall procure all necessary permits to accomplish all of the work.

B. The Contractor shall be responsible for performing all work in accordance with all applicable regulations, ordinances and code requirements from the appropriate city, county, state and/or federal jurisdiction the project is located in.

C. All Contractors shall be responsible for providing all labor and materials needed to completely and accurately perform the work outlined in these specifications. Equipment and materials furnished shall be of the appropriate type, size and quantity needed to adequately accomplish the specified work.

D. All Contractors shall be responsible for regularly inspecting all equipment to be used on the job site and for providing scheduled preventative maintenance, so as to prevent any damage or injury to landscaping, structures or the environment.

2.0 PREPARATION PRIOR TO TRANSPLANTING

A. Crown Pruning

1. Hardwood tree crowns shall be pruned to remove dead or damaged branches, and to raise or reduce them only as needed to facilitate handling, as directed by the Consulting Arborist. All pruning shall be performed following the latest revision of the American National Standards Institute A-300 pruning standards (ANSI A-300), with the following exceptions:
2. Palms shall have their lower fronds removed up to, but not any more than, the horizontal plane. All inflorescences and fruits shall be removed prior to relocation. Crowns shall be tied-up during the move to prevent damage.

B. Watering and Fertilization

1. Clear the root ball area of all foreign material, trash, etc. to expose undisturbed soil.
2. Trees shall be deep injection fertilized within 24 hours after crown pruning, a minimum of 8 days prior to root pruning. Fertilizer shall be "Micro Mix" liquid as produced by Lesco, Inc., to be diluted at a rate of 1 gallon per 100 gallons of water.
3. Inject into root zone within the limits of proposed rootball at the rate of 50 gallons fluid per 1,000 square feet of tree canopy, using only approved spray equipment.
4. Trees to be root pruned shall be watered two weeks prior to root severance. During this period, the soil moisture in the root zone shall be maintained at an optimum level for growth. This is interpreted to mean that two (2) to three (3) inches shall be applied to the root zone each week to achieve deep watering of the area.

C. Root Pruning

1. Beginning at least 8 to 12 weeks prior to tree relocation all hardwood trees to be relocated shall have their roots pruned.
2. Hardwood trees with trunk diameters (DBH) of 18 inches or greater shall have their roots pruned in two separate operations beginning with two opposite sides of the tree, followed by the other two opposite sides of the tree 8 to 12 weeks later. The trees can typically be moved 8 to 12 weeks after the second root pruning operation. Contractor shall verify this with the tree permit requirements.
3. Palms do not require root pruning prior to digging and moving. They can be pruned the same day as relocation.
4. Rootball sizes for hardwood trees shall be based upon ANSI A-300 Guidelines (8" diameter per 1" DBH), with some variations due to tree- and site-specific conditions.
5. Rootball sizes for Bismarck palms and dwarf sugar palms shall be 36 to 48 inches in diameter. Rootball sizes for latan palms, coconut palms, hurricane palms, and pygmy date palms shall be 24 to 36 inches in diameter. Rootball sizes for cabbage palms shall be 12 to 18 inches in diameter.
6. Rootball depth for all trees and palms to be relocated shall be at least 18 to 24 inches, greater if soil conditions permit.
7. There shall be some allowance for field adjustments in rootball sizes and depths depending on tree and site conditions, as directed by the Consulting Arborist.
8. Root pruning shall be performed using a stump-grinder or more refined equipment such that cuts are clean, smooth and thorough without cuts or tears in the bark, wood or cambium.
9. Following root pruning, the edges of the rootballs of hardwood trees and palms shall be backfilled with 70:30 landscape soil mix, then wrapped with burlap and secured with wire. The trenches shall also be backfilled with 70:30 landscape mix.
10. If cabbage palms and coconut palms are moved the same day they are root-pruned, the rootballs shall not require backfilling and wrapping.
11. Backfilling Trench:
12. All trenches are to be backfilled with planting soil consisting of a mixture 25 % allgrow compost (or approved equal) 60 % sand and 15 % muck. Trenches shall be flooded to remove air pockets. Fill entire trench.
13. Re-establish a 6" berm, 12" outside the root pruning trench using excavated soil.
14. Mulching: Spread Florimulch -shredded maleleuca mulch, 3" thick within the bermed area.
15. Watering After Root Pruning
16. Watering after root pruning shall be three times per week.
17. Watering shall be accomplished by a water truck, or by on-site water supply as required to provide sufficient quantity and pressure. It is the contractor's responsibility to pay for any fees for water use.
18. Watering shall continue until the root generation period is over.
19. Root Regeneration Period shall be 60 days, unless otherwise specified.

2.01 DIGGING AND MOVING

A. The trees and palms shall be dug manually or with the usage of a backhoe and lifted using cranes, loaders, backhoes or other equipment which is appropriate for the size and weight of the trees. They shall be carried directly to the site of relocation and installed.

B. The trees and palms shall be lifted using fiber rope tree slings or other appropriate materials. During lifting the trees and palms shall be balanced in an upright position with their rootballs intact. Tree trunks and branches shall be heavily padded with burlap beneath the braces or lifting straps such that damage to the bark, wood or cambium is prevented. If using a fiber rope lifting strap, it shall be double-wrapped around the burlap and fastened in such a manner as to prevent slippage and subsequent wood, bark or cambium damage.

C. The trees and palms shall not be "pinned" using steel dowels through their trunks or branches, unless otherwise directed by the Consulting Arborist.

D. The rootballs shall be cradled with lifting straps, cables, or within a loader bucket such that the bulk of the tree's weight rests on the rootball, not on the lifting straps attached to the trunks or branches.

E. Once lifting begins, any uncut roots which become apparent around or under the rootball shall be immediately severed with the appropriate pruning tools (saws, loppers, pruning clippers) so as to minimize tearing.

F. The trees and palms shall be set in pre-dug pits, which are slightly wider and approximately the same depth as the rootball. The trees shall be set at or slightly above (no more than 2 inches) final grade. The trees shall be backfilled using a 1:1 mixture of existing soil and 70:30 topsoil mix (70% coarse grade sand and 30% Everglades muck), thoroughly incorporated together. The trees shall be watered in during installation to prevent the formation of air pockets, which could cause settling.

G. Organic wood mulch shall be layered to a depth of 2 to 3 inches over the top and surrounding 6 to 8 inches of the rootballs. Mulch shall not be applied to, or allowed to accumulate directly against the tree trunks

2.02 BRACING AND STAKING

A. The trees and single-trunked palms shall be braced and staked, using a minimum per tree of 3 4"x 4" wooden stakes, attached to 2" x 4" wood battens, double-banded around the burlap-wrapped trunks and branches. Nails shall be driven into the wood battens, not into tree trunks or branches. Damage or injury to trunks or branches shall be avoided.

B. Stakes shall be properly anchored and remain in place for at least 6 to 8 months, or until the trees show adequate signs of healthy new growth

3.00 MAINTENANCE

A. IRRIGATION

1. Beginning at least two weeks prior to root pruning and continuing until the time of root pruning, the trees to be relocated shall be irrigated one time each two to three days using a high volume of water to thoroughly moisten the root zones.
2. Following root pruning and until the time of relocation, the trees to be relocated shall be watered daily at high volume.
3. For at least the first month after relocation, the relocated trees shall be irrigated daily at high volume. After that time, irrigation rates shall be reduced to three times per week, continuing at high rates, for at least three more months.
4. There shall be some allowance for field adjustments in irrigation rates and frequencies due to site, weather, or tree conditions, as directed by the Consulting Arborist.

3.01 FERTILIZATION

A. The trees to be relocated shall be fertilized by Contractor prior to root pruning using a chelated micronutrient mix, mixed at label rates, drenching at least 10 gallons of mixture around the root zone of each tree. Biostimulants and other supplements may also be used if approved by Consulting Arborist.

B. Approximately 6 weeks after relocation, following the trees' first flush of new growth, the contractor shall fertilize the trees at standard rates, as per tree size, using a granular "Palm Special" 8-2-12 product, broadcast on the soil surface beneath the canopy of each tree.

C. During the remainder of the project, the trees shall be fertilized with "Palm Special" 8-2-12 and a chelated micronutrient mix one time each three months, at the rates specified in 3.7 A and B, above.

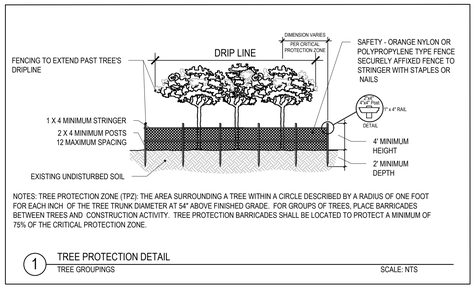
3.01 CLEAN-UP & DEBRIS REMOVAL

A. Contractor shall be responsible for the timely clean-up and removal of all debris generated by the activities specified in this document. All debris shall be collected and properly disposed of at authorized dumping or recycling sites.

3.02 GUARANTEE

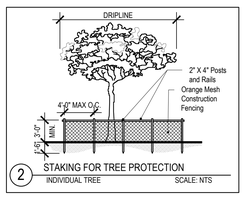
A. The trees shall be guaranteed for a period of eighteen (18) months.

B. If the trees are damaged or die during the relocation process they shall be mitigated at no cost to Owner. Contractor shall replace the dead/damaged tree with new trees as needed to satisfy the City of Coral Gables mitigation requirements found in the Tree Protection and Preservation Ordinance.



NOTES: TREE PROTECTION ZONE (TPZ): THE AREA SURROUNDING A TREE WITHIN A CIRCLE DESCRIBED BY A RADIUS OF ONE FOOT FOR EACH INCH OF THE TREE TRUNK DIAMETER AT 54" ABOVE FINISHED GRADE. FOR GROUPS OF TREES, PLACE BARRICADES BETWEEN TREES AND CONSTRUCTION ACTIVITY. TREE PROTECTION BARRICADES SHALL BE LOCATED TO PROTECT A MINIMUM OF 75% OF THE CRITICAL PROTECTION ZONE.

1 TREE PROTECTION DETAIL
TREE GROUPINGS SCALE: NTS



2 STAKING FOR TREE PROTECTION
INDIVIDUAL TREE SCALE: NTS

CURTIS + ROGERS DESIGN STUDIO INC
Landscape Architecture
7520 S RED ROAD, SUITE M
SOUTH MIAMI, FLORIDA 33143
305.442.1774 | 305.445.9408 FAX
www.curtisrogers.com LC C000241

DESIGN ARCHITECT
Wannemacher Jensen Architects, Inc.
180 Mirror Lake Drive North
St. Petersburg, Florida 33701-3214
(727) 822-3565 fax (727) 822-5475
www.wjarc.com
AA0002277
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WOLFBERG ALVAREZ & PARTNERS
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Suite 300, Miami, Florida 33126
V (305) 265-8474
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AA002416 EB 002354

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10/29/2025

Julia M. Curtis LA0001330
Rolando Alvarez FL 0014574
Rafael J. Forrer LA6667366
Michael Wannemacher FL 0026124

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE
1335 79th STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, 33140

7/30/2024 9:10:27 AM

Project Number
WJ 2312 / WA 22303.0

DISTRIBUTION

08-01-2024

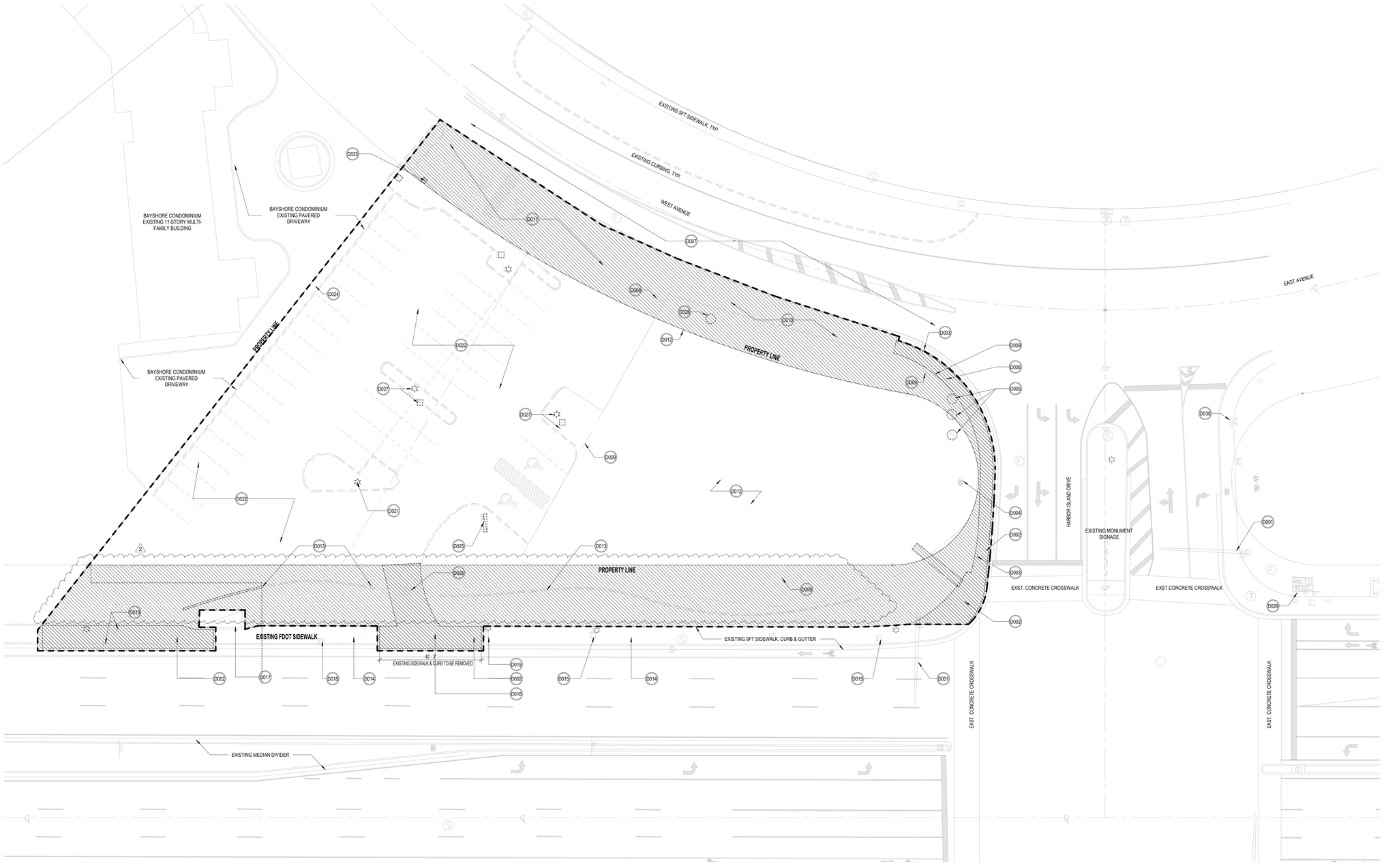
REV	DESCRIPTION	DATE
2	Owner's Changes	12/20/24

Tree Disposition Notes

L-101

TO THE BEST OF THE ARCHITECT'S OF ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH CHAPTERS 553 AND 633 OF THE FLORIDA STATUTES.

Exhibit A



1 DEMO PLAN
1/16" = 1'-0"

LEGEND - DEMOLITION

REFER TO CIVIL SHEET C-03 FOR SITE DEMO AND LANDSCAPE SHEET L-100 FOR TREE DISPOSITION PLAN

DEMO PERIMETER

GENERAL NOTES - DEMOLITION

1. ALL DIMENSIONS AND CONDITIONS TO BE FIELD VERIFIED BY CONTRACTOR PRIOR TO WORK, NOTIFY ARCHITECT IF CONFLICTS ARE FOUND

2. PROTECT ALL AREAS TO REMAIN. G.C. TO REPAIR OR REPLACE ANY ITEM TO REMAIN OR TO BE RELOCATED THAT IS DAMAGED DURING THE WORK. PROVIDE A SEAMLESS, UNDAMAGED APPEARANCE WHEN JOINING NEW TO EXISTING

3. REMOVE DASHED PORTION OF EXISTING WALLS, DOORS, WINDOWS, SIDELIGHTS, TRANSOMS, AND FRAMES. PREPARE AREA TO RECEIVE NEW CONSTRUCTION AS SCHEDULED. STORE ALL DOORS AND HARDWARE FOR REINSTALLATION AS PART OF NEW SCOPE OF WORK, UON

4.CONFLICTS - ANY CONFLICT FOUND WITH EXISTING CONDITIONS AND REQUIREMENTS FOR NEW CONSTRUCTION SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT. IF THE CONFLICT AFFECTS THE PROGRESS OF THE WORK, VERIFY WITH ARCHITECT SOLUTION NECESSARY PRIOR TO PROCEEDING WITH THAT PORTION OF THE WORK AND IN A TIMELY FASHION SO AS NOT TO DELAY THE WORK. COORDINATE ALL TRADES TO ASCERTAIN NO FURTHER WORK WILL BE IMPACTED BY THE CONFLICT, OR ITS SOLUTION.

5. FOR THE REMOVAL OF TREES, PLEASE REFER TO SHEET L-100 - TREE DISPOSITION PLAN. THIS DETAILED PLAN PROVIDES ESSENTIAL INFORMATION REGARDING THE DISPOSITION OF TREES WITHIN THE PROJECT AREA.

6. REFER TO SURVEY AND SPECIFICATIONS FOR PRE-DEMOLITION ASBESTOS AND LEAD PAINT SURVEY REPORT.

7. REFER TO CIVIL FOR SCOPE OF ALL SYSTEMS TO BE DEMOLISHED AND TO REMAIN AND ALL STORM WATER SCOPE OF WORK.

SPECIFIC KEYNOTES - ALL	
Keynote Number	Keynote Text
D001	REFER TO TRAFFIC SIGNALIZATION DRAWINGS FOR PRE-EMPTION SYSTEM FOR FIRE STATION USE
D002	EXTENTS OF SIDEWALK TO REMOVED. REFER TO CIVIL DRAWINGS.
D003	EXISTING SIGNAGE TO REMAIN
D004	EXISTING U.G. WATER METER AND LINE TO REMAIN
D005	EXISTING U.G. TANKS AND GREASE TRAP INFRASTRUCTURE TO BE REMOVED
D006	EXISTING CL POST TO REMAIN
D007	REFER TO CIVIL DRAWINGS FOR EXTENT OF STREET REMOVAL/REPAIR
D008	EXISTING UTILITY WOOD POLE WITH OVERHEAD DATA CABLE TO BE REMOVED. DATA CABLE TO BE BURIED.
D009	EXISTING FENCE TO BE REMOVED
D010	EXISTING STREET PARKING TO BE REMOVED.
D011	EXISTING PARKING AND ASPHALT DRIVE TO BE REMOVED.
D012	EXISTING SITE TO BE CLEARED & PREPPED FOR CONSTRUCTION. REFER TO CIVIL DRAWINGS FOR COORDINATION.
D013	EXISTING STONE WALL TO REMOVED ENTIRELY.
D014	EXISTING SIDEWALK TO REMAIN
D015	EXISTING SIGN/LIGHT POST TO REMAIN
D016	EXISTING DRIVE TO BE REMOVED
D017	EXISTING UNDERGROUND FPL TRANSFORMER TO REMAIN. REFER TO CIVIL DRAWINGS.
D018	EXISTING EQUIPMENT TO REMAIN.
D019	EXISTING SIGNAGE TO BE RELOCATED. REFER TO CIVIL DRAWINGS.
D021	EXISTING LIGHT POST TO BE REMOVED. CLEAR ALL CONDUIT, CABLES, CAP AT PROPERTY LINE.
D022	EXISTING ASPHALT PARKING LOT INCLUDING ALL CURBS AND LANDSCAPE AND TREES WITHIN THE PROPERTY TO BE REMOVED.
D023	EXISTING FPL UTILITY POST TO BE RELOCATED. REFER TO CIVIL DRAWINGS.
D024	EXISTING PAVER TO BE REMOVED UP TO THE PROPERTY LINE.
D025	EXISTING MONUMENT SIGN TO BE REMOVED
D026	EXISTING INLET TO REMAIN
D027	REMOVE ALL EXISTING UTILITIES ABOVE GROUND & UNDERGROUND AND CAP AT PROPERTY LINE
D028	EXISTING SEWER MANHOLE TO REMAIN
D029	PROVIDE NEW PRE-EMPTION CONNECTIONS TO EXISTING TRAFFIC SIGNAL BOXES
D030	EXISTING FIRE HYDRANT TO REMAIN

TO THE BEST OF THE ARCHITECT'S OR ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH CHAPTERS 553 AND 633 OF THE FLORIDA STATUTES.

Exhibit A

DESIGN ARCHITECT
Wannemacher Jensen Architects, Inc.
180 Mirror Lake Drive North
St. Petersburg, Florida 33701-3214
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www.wjarc.com
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AA002416 EB 002354

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MARCEL R. MORLOTE, R.A.
FL. ARCHITECT
FL. ARCH. REG. NO. 9564
This item has been digitally signed & sealed by Marcel R. Morlote, R.A. Printed copies of this document are not considered signed & sealed and the signature must be verified on any electronic copies.

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE

1335 79th STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA. 33141

1/17/2025 6:45:48 PM

Project Number
WJ 2312

DISTRIBUTION

12/11/2024

REV	DESCRIPTION	DATE
2	Plan Review	12/20/24

DEMO FLOOR PLAN

AD-100

1820 NE 144th Street
North Miami, Florida 33024
Phone: (786) 229-3336 ✶ Fax: (305) 949-1328
www.chindiesel.com

PROPOSAL

DATE: July 7, 2026

Town of North Bay Village
Attn: Steve Buckland
1666 Kennedy Causeway Suite 300
North Bay Village, FL 33141

PROJECT: North Bay Village – Future Village Hall & Safety Complex
1335 79th Street Causeway & Adjoining property Folio # 23-3209-001-0061, North Bay Village, FL 33140

In accordance with your request for bid that we received by phone conversation and site visit, **Chin Diesel, Inc.** is pleased to offer our professional services for demolition and removal services.

Chin Diesel, Inc. has adequate resources and industry connections to provide prompt, timely, consistent demolition services at reasonable and highly competitive prices. We maintain active affiliations with the aggregate and material supply industry as well as with engineering firms and material testing laboratories to ensure a quality product that complies with project specifications. **Chin Diesel, Inc.** is a Miami Dade and Broward County, FL CDSBE/SBE Certified Firm, maintains current Miami –Dade, Broward County and City of Pembroke Pines Local Business Tax Receipts and is fully licensed and insured.

Project plans received are from Wolfberg, Alvarez& Partners, Inc. Sheets C-02, C-17, AD-100, L-100 and L-101. There are also Miami Dade tree removal submittals and tree removal permit paperwork that was received.

CHIN DIESEL, INC., will provide all necessary labor, equipment, materials and supervision to complete the following scopes of work.

SCOPES OF WORK:

Demolition and disposal:

- Removal of existing curbs.
- Removal of existing concrete sidewalks, drive ways and walkways.
- Removal of existing walls and wall footings.
- Removal of existing asphalt parking lot.
- Removal of existing light poles inside property boundaries.
- Removal of existing Sakura monument sign.
- 2 phase operation to assist parking shut down of rented lot
- Removal and relocation of trees identified in plan sheets L-100, L-101.



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- Dust control with on site client supplied water.
- Removal of underground catch basins (Cap off to be determined and coordinated with Public works)
- Inlet at Kennedy Entrance to remain, also driveway
- NPDES protection at inlet
- General Conditions
- Misc. cap offs of sprinkler lines as needed, during operations.
- Mobilization
- Fence relocation as much as feasibly possible
- Silt and Construction Fence per plans
- Sawcut and remove existing type F curb and sidewalk. Replace with new concrete Driveway approach
- Remove existing concrete driveway. Construct new sidewalk and type F curb and gutter
- Disposal of all debris
- Balance and rough grade site.
- Drum Barricades During Construction up to 2 Months

DEMOLITION TOTAL $249,450.00

Tree Relocation Stipulations:

Tree relocation includes all labor, equipment, supervision, and materials necessary to execute the tree relocation operations in accordance with accepted arboricultural and transplanting practices.

Scope of Work

• Root pruning operations shall be performed in two (2) phases to promote fibrous root development and improve transplant viability of Hardwood Trees only
• Installation of tree bracing and stabilization systems as required during the establishment period.
• Application of root stimulants, biostimulants, vitamins, and transplant support treatments during each root pruning phase and at relocation to enhance root regeneration and reduce transplant stress.
• Provision of all required heavy equipment, cranes, lowboy transportation, trucking, and skilled labor necessary to relocate trees and transport root balls to designated planting locations.
• Backfill at relocated tree locations shall consist of an 80/20 silica sand and Glades muck blend incorporated at a ratio of 1:1 with native site soils.

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• Installation of organic melaleuca mulch within all tree rings following relocation.
•Application of 15-2-15 slow-release granular fertilizer.

Tree Conditioning Period

A minimum root pruning and conditioning period of three (2) months is required prior to relocation; however, a (3) month conditioning period is strongly recommended to maximize transplant success and long-term root system establishment.

Assumptions and Exclusions

•watering after relocation by others, however, if irrigation is required we can submit proposal
• Proposal assumes a functional water source is available within one hundred (100) feet of the trees scheduled for root pruning and relocation.
• Proposal assumes full and unrestricted access to all trees scheduled for relocation, with no site obstructions that would impede the operation of cranes, lowboy trailers, support equipment, or transportation routes.
• No warranty is included or implied under this proposal. Due to the inherent risks associated with the relocation of mature specimen trees, warranties are not customarily provided within the tree transplanting industry and are specifically excluded from this proposal.

Should the Owner desire a warranty, Chin Diesel, Inc. may, at its sole discretion, provide a separate warranty agreement for an additional fee. Any such warranty shall be detailed in a written addendum and is not included in the pricing contained herein.

Exclusions:

Permits plus any permit runner fees will be charged at cost.
Any surveys and environmental permit fees will be charged at cost.
Delays not a cause of our own
LAYOUT
Storage of any items
Major Utility Disconnections
Permanent Barricades/MOT. 2-3 Month Period for MOT (basic barricades)

UNFORSEEN CONDITIONS: If in the performance of **CHIN DIESEL, INC**. discovers latent, concealed, or subsurface physical conditions which differ materially from those indicated in the contract documents or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist, and not generally recognized as inherent in the kind of work provided for in this Agreement, the contract amount and/ or the progress schedule shall be equitably adjusted by a Change Order within a reasonable time after the conditions are observed There will be an additional cost for this unforeseen condition.

In no event shall the contractor be liable for any loss, expense or claim relating to damage or injury to any person or property, which occurred prior to the contract start date or which results from an event which occurred or a condition or state of fact which existed prior to the start date of this contract (including but not

CHIN DIESEL INC.
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North Miami, Florida 33024
Phone: (786) 229-3336 ✶ Fax: (305) 949-1328
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limited to the presence of asbestos and lead based paints in the owners facility or the release thereof into the environment), if such event or condition is not caused or made substantially worse by the contractor.

Thank You for the opportunity to submit this proposal. Should you require any additional information, or have any questions, please feel free to contact the undersigned at any time.

Sincerely Yours,

Leon C. Chin-You
President

PROPOSAL VALID FOR 30 DAYS. **PAYMENT TERMS: 25% Deposit Balance Due on completion**

AGREED AND ACCEPTED BY:

Signed _____ Title: _____

Name: _____ Date: _____

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(E)(1)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	**DATE:**	September 17, 2024
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving Interlocal Development Agreement and a Lease Agreement between North Bay Village as developer and landlord, and Miami-Dade County, as tenant, for the development and lease of a fire rescue station located at 1335 79th Street Causeway, in exchange for a capital contribution of $7,425,000.00 and nominal rent of $1.00 annually during the 90-year term; and authorizing the County Mayor to execute the Interlocal Development and Lease agreements and exercise any and all other rights conferred therein and to take all actions necessary to effectuate same

Resolution No. R-809-24

The accompanying resolution was prepared by the Miami-Dade Fire and Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Micky Steinberg.

Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: September 19, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution approving the Interlocal Development Agreement and Lease Agreement between North Bay Village, as Landlord and Miami Dade County for Fire Rescue Station 27 at the Village Hall/Public Safety Complex – 1335 79th Street Causeway

Summary

This item is for approval of an Interlocal Developmental Agreement and a Lease Agreement between North Bay Village (Village) and Miami-Dade County (County), for a fire rescue station to be located at 1335 79th Street Causeway; folio #23-3209-001-0060. Former North Bay Village Fire Rescue Station 27 was in the Village and leased by the Village to the County for use by Miami-Dade Fire Rescue (MDFR), for $1.00 per year. The former station was connected to a Village building that was condemned over a decade ago due to environmental concerns. Resolution R-927-08 directed the County Mayor or designee to negotiate the necessary agreements for the development of a replacement fire rescue station. The Village and the County entered a Memorandum of Understanding (MOU) in 2020 (R-684-20), which the parties agreed that the Village will build and incorporate into the Village Hall Complex a facility to be leased to the County for the County fire rescue services. This MOU was amended in 2022 (R-951-22) to require negotiations with the Village regarding each parties' respective contributions to cover the increased costs of Fire Station 27 and to present the final negotiated agreements to the Board for approval.

The County has agreed to contribute $7,425,000.00 (the "County Funds") of the estimated $12,000,000.00 Total Station Cost and the Village has agreed to contribute and pay for all other costs associated with the design, engineering, permitting, construction and development of the Village Hall Complex. If the total design and construction cost for the Project exceeds the Total Station Cost, the Village shall be responsible for all cost overruns and for identifying, securing, and paying for all costs above and beyond the County Funds, including all costs and funds in excess of the Total Station. The Lease is for a term of 90 years at an annual cost of $1.00. The County is responsible for maintaining and operating the premises which include separately metered electricity and water, security, internet, phone, janitorial, pest control and all maintenance and repairs of interior features and elements of the Fire Station. Construction of the complex is expected to begin in August 2025 with an expected completion date of October 2027.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve terms of and authorize the execution of the Interlocal Development and Lease Agreements between the

Village and the County for the construction of Fire Station 27. More specifically, the resolution does the following:

- Approves the Interlocal Development Agreement which delineates the terms and conditions under which the Village will design, develop, construct and deliver the Fire Station, the respective roles and financial contributions of the parties.
- Approves the Lease Agreement for a term of 90 years, so long as the County is following the lease. The annual rent is $1.00 for each year of the ninety years.
- The County leases approximately 12,500 square feet of ground floor space along with 8 covered parking spaces and 7 on-street parking spaces.
- Authorizes the County Mayor or Mayor's Designee to execute the Interlocal Development Agreement and the Lease Agreement.

Scope
The premises is in Commission District 4, which is represented by Commissioner Mickey Steinberg.

Delegation of Authority
This item authorized the County Mayor or County Mayor's designee to execute the Interlocal Development and Lease Agreements, to take all actions necessary to effectuate the agreements and to exercise all other rights conferred therein including but not limited to the right to exercise the renewal terms set forth in the lease and the right to terminate the lease.

Fiscal Impact/Funding Source
The fiscal impact for the County is $7,425,000.00 and will be funded through the Fire District and Impact Fees.

Track Record/Monitor
The Agreements will be monitored by Maria L. Reyes, MDFR Budget and Planning, Assistant Director, or other supervisory personnel as designated.

Background
The former Fire Rescue Station 27 was connected to a structure owned by the Village which was condemned over a decade ago due to environmental concerns. Since that time MDFR has been operating from temporary trailers (Temporary Station 27) at Pelican Harbor to maintain the existing engine and rescue resources available and prevent a disruption of services to the residents of the Village.

Building a new Station 27 is essential for maintaining public safety infrastructure effectively. Replacing the old and temporary Station 27 with a modern facility is necessary to accommodate up-to-date fire suppression and rescue equipment, provide adequate living quarters for firefighting personnel, and serve the residents of the Village and surrounding areas efficiently.

On September 2, 2008, the Board approved Resolution R-927-08 directing the County Mayor or Mayor's designee to negotiate necessary agreements between the County and North Bay Village regarding the development of a replacement fire station.

On July 8, 2020, the Board approved Resolution R-684-20, instructing the County Mayor or the Mayor's designee to execute a MOU. This MOU established the framework for negotiating agreements concerning the design, development, and lease of MDFR station 27 to be located at 1335 79th Street Causeway; negotiate and execute agreements with the Village in accordance with the parameters and terms of the MOU in amounts not to exceed $4,250,000.00 for design and construction of the fire station and $420,000.00 for additional related expenses; a term of 30 years with renewal terms at a rental rate of $1.00 per year, subject to Board ratification after the agreements are executed; if the agreements are finalized but not in accordance with MOU, to present the agreements to the Board for approval prior to execution, if no such agreements can be reached, to provide a report; and authorizing County Mayor to exercise all rights contained in the executed agreements, shall such agreements be finalized.

On October 6, 2022, the Board approved an amendment to the MOU (R-951-22). This amendment required the County Mayor or designee to continue to negotiate with the Village regarding each of the parties' respective contributions to cover the increased cost of Fire Station 27, including identifying additional, legally available funding for the County to contribute towards the station and directed the County Mayor or Mayor's designed to present the final, negotiated agreements to the Board for its approval.

On June 11, 2024, the Village passed Resolution 2024-065 which approved a Development Agreement and a Lease Agreement with Miami-Dade County for Fire Station 27 at the new Village Hall/Public Safety Complex. The resolution indicated that Wannemacher Jensen Architects, Inc., would provide architectural and engineering design services for the project (Approved January 10, 2023 - Resolution 2023-45). A site plan for the development of the project had also been previously approved on December 12, 2023 (Resolution 2023-159) by the Village was incorporated into the resolution.

Construction of the complex is expected to begin in August 2025 with an expected completion date of October 2027.

James Reyes
Chief, Public Safety

Memorandum

Date: August 27, 2024

To: Eugene Love, Agenda Coordinator

From: Raied S. Jadallah, Fire Chief
Miami-Dade Fire Rescue (MDFR)

Subject: Request to Process Late Departmental Agenda Items

I am requesting that the following item be placed on the September 10, 2024, Community Safety, Security and Emergency Management Committee Meeting Agenda and once heard at Committee. be waived to the September 17, 2024, Board Meeting.

RESOLUTION APPROVING INTERLOCAL DEVELOPMENT AGREEMENT AND A LEASE AGREEMENT BETWEEN NORTH BAY VILLAGE AS DEVELOPER AND LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR THE DEVELOPMENT AND LEASE OF A FIRE RESCUE STATION LOCATED AT 1335 79TH STREET CAUSEWAY, IN EXCHANGE FOR A CAPITAL CONTRIBUTION OF $7,425,000.00 AND NOMINAL RENT OF $1.00 ANNUALLY DURING THE 90-YEAR TERM; AND AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL DEVELOPMENT AND LEASE AGREEMENTS AND EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is critical to the Miami-Dade Fire Department. This item needs to be moved forward as soon as possible. The County and North Bay Village would like for the item to be approved and enacted before the 2023-2024 fiscal year end.

I am aware that this item is subject to approval for placement on the agenda by the BCC Chairperson, and review by the Office of the County Attorney. Therefore, please process the item notwithstanding that the 4-day rule may be applicable to these items.

Approved by Mayor or Mayor's Designee

James Reyes
Print Name

Approved by Legislative Affairs Director Signature

Nicole Tallman
Print Name

c: Geri Bonzon-Keenan, County Attorney
Gerald Sanchez, First Assistant County Attorney
Jess McCarty, Executive Assistant County Attorney
CAOagenda@miamidade.gov

MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 17, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(E)(1)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) _____) to approve**
✓	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(E)(1)
9-17-24

RESOLUTION NO. R-809-24

RESOLUTION APPROVING INTERLOCAL DEVELOPMENT AGREEMENT AND A LEASE AGREEMENT BETWEEN NORTH BAY VILLAGE AS DEVELOPER AND LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR THE DEVELOPMENT AND LEASE OF A FIRE RESCUE STATION LOCATED AT 1335 79TH STREET CAUSEWAY, IN EXCHANGE FOR A CAPITAL CONTRIBUTION OF $7,425,000.00 AND NOMINAL RENT OF $1.00 ANNUALLY DURING THE 90-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL DEVELOPMENT AND LEASE AGREEMENTS AND EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Incorporates and approves the foregoing recital, as if fully set forth herein.

Section 2. Approves the terms of the Interlocal Development Agreement and the Lease Agreement (Attachment A) between North Bay Village as developer and landlord and Miami-Dade County as tenant, substantially in the forms attached hereto and made a part hereof, for the development of a new fire station and lease thereof to be located at 1335 79th Street Causeway in exchange for a capital contribution of $7,425,000.00 payable to North Bay Village and nominal rent of $1.00 annually during 90-year term. The Interlocal Development Agreement outlines the terms and conditions under which the Village will design, develop, construct, and deliver the Fire Station, and the respective roles and financial contributions of the parties. The Lease Agreement

is for a term of 90 years at an annual cost of $1.00. The County is responsible for maintaining and operating the premises which include separately metered electricity and water, security, internet, phone, janitorial, pest control and all maintenance and repairs of interior features and elements of the Fire Station.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the Interlocal Development and Lease agreements to effectuate the purposes described in section 2 as well as exercise the provisions contained therein including renewal and termination, following review and approval of such agreements and documents for form and legal sufficiency by the County Attorney's Office.

The foregoing resolution was offered by Commissioner **Marleine Bastien**, who moved its adoption. The motion was seconded by Commissioner **Sen. René García** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	**aye**		
Anthony Rodríguez, Vice Chairman	**aye**		
Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of September, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

ATTACHMENT A

DEVELOPMENT AGREEMENT

This is a Development Agreement (this "Agreement") dated as of the 11 day of March 2025, between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), having an office and place of business at 701 NW 1st Court, 16th Floor, Miami, Florida 33136, and NORTH BAY VILLAGE, a Florida municipal corporation (the "Village" and, together with the County, the "Parties", and each a "Party") having an office and place of business at 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

RECITALS

1. The Village is the owner of the approximately 0.756-acre property located at 1335 79th Street Causeway (identified for property tax purposes by folio number 23-3209-001-0060), on which it intends to construct and operate a multiuse municipal building, including administrative offices, commission chambers, a police station, and a County-operated fire rescue station (the "Village Hall Complex"); and

2. The Village and the County entered into a Memorandum of Understanding (the "MOU") in 2020, which MOU was amended in 2022, pursuant to which the Parties have agreed that the Village shall build and incorporate into the Village Hall Complex a facility to be leased to the County for use as a County fire rescue district station (the "Fire Station," as more particularly described in the third recital below); and

3. The Fire Station will consist of approximately 12,500 square feet of ground floor space along with 8 covered parking spaces and 7 on-street parking spaces dedicated for the exclusive use of the County, and when complete, will be governed by the Fire Station 27 Lease Agreement, dated and executed the same date as this Agreement, a copy of which is attached hereto as Exhibit "A" (the "Lease"); and

4. The purpose of this Agreement is to set forth the terms and conditions under which the Village shall design, develop, construct and deliver the Fire Station, and the respective roles and financial contributions of the Parties in that undertaking.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Village agree as follows:

TERMS

1. **Incorporation of Recitals.** The Recitals are true and correct, and are hereby incorporated into this Agreement.

1. **Defined Terms.** The terms set forth below, when used anywhere in this Agreement, shall be defined as follows:

(a) "Applicable Law" shall mean all present and future applicable laws, ordinances, rules, regulations, authorizations, orders, and requirements of all federal, state, county

and municipal governments, the departments, bureaus, or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Project.

(b) "Architect" shall mean Wannemacher Jensen Architects, Inc., competitively selected by the Village to undertake the design of the Village Hall Complex, and/or any other Florida-licenses and qualified architect or engineer retained by the Village to undertake the design of the Village Hall Complex.

(c) "Board" shall mean Miami-Dade County's Board of County Commissioners.

(d) "Building Program" is attached hereto as Exhibit "B".

(e) "Business Day" shall mean any day that is not a Saturday, Sunday, or other day on which the County is officially closed for business or banks located in the County are required or authorized by law or executive order to close.

(f) "Casualty" shall mean property damage caused by (i) act of terrorism deemed a terrorism act by the County or the State of Florida, (ii) war, violent act of foreign enemy or armed conflict, (iii) insurrection, riot or civil commotion, (iv) named windstorm and any ensuing storm surge, including the direct action of wind originating from a named windstorm, (v) any other extreme weather or natural event, such as earthquake, tornado or flood, or (vi) fire or explosion. In no event shall "Casualty" include any intentional, malicious or grossly negligent act or failure to act by Village, its Architect, the Contractor, or any subcontractor, subconsultant, or employee thereof, or any other person or entity under contract with the aforementioned or under any of their direction or control.

(g) "Commencement of Construction" shall mean the date that is the later of: (i) recording of a Notice of Commencement, as required by Fla. Stat. §7131.31; and (ii) the visible start of physical work on the Village Hall Complex, including land clearing and excavation. It is preceded by having official Permits in hand, and approved bonds and insurances. The Commencement of Construction date shall be reflected in the construction baseline schedule as a milestone. The phrase "visible start of work" shall not include testing, surveying, or other due diligence activities, nor shall it include groundbreaking ceremonies, but shall instead mean significant site work such as land clearing and/or the commencement of excavation.

(h) "Construction Plans" means the architectural/engineering drawings, specifications, and other bid and permit ready plans and specifications for the design, permitting, and construction of the Village Hall Complex .

(i) "Contractor" shall mean the construction contractor competitively selected by the Village to undertake and oversee the development and construction of the Village Hall Complex and/or any other Florida-licensed and qualified construction contractor retained by the Village to undertake the construction of the Village Hall Complex.

(j) "County" shall have the meaning set forth in the preamble of this Agreement.

(k) "County Contribution" shall mean the amount of $7,425,000.00 payable as set forth in this Agreement.

(l) "County Representative" will be the primary contact for the Village on behalf of the County in connection with this Agreement and any submissions, approvals, consents, joinders, or inquiries with respect to this Agreement and the Fire Station. The County may replace the County Representative at any time by written notice to the Village.

(m) "Design Development Documents" shall mean the drawings and specifications based upon and refining the Building Program illustrating the scope, relationship, forms, size, and appearance of the Village Hall Complex by means of plans, sections and elevations, typical construction details and equipment layouts.

(n) "Draw Request" shall be Village's request for reimbursement for work performed.

(o) "Effective Date" shall mean the date written on the first page of this Agreement, and shall be the date that this Agreement is fully executed by all Parties, including execution by the County Mayor or County Mayor's designee; such execution shall not occur until Board approval of this Agreement, which approval shall not be effective until the earlier of (i) the date the Mayor of Miami-Dade County indicates approval of such Board action, or (ii) the lapse of ten (10) days without the Mayor's veto. In the event that the County Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the County Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs.

(p) "Final Completion" shall be the date, as reasonably determined by the County, that the Village, through its Contractor: (1) completes all of the work for the Fire Station in accordance with the final, approved Construction Plans; (2) achieves the completion of all construction activities for the Project, including but not limited to, completion of all punch-list items for the Fire Station, correction of all deficiencies noted at time of Substantial Completion for the Fire Station, and completion of all required final inspections by MDFR and its consultants, and/or any other agencies having jurisdiction, close-out documents, delivery of all spares and extra materials and activation of all warranties; and (3) delivers final payment to all contractors, subcontractors, materialmen, suppliers and laborers for the work thereon, and as evidenced by the closure of all construction-related permits; provided, however, that if there is a good-faith dispute between the Village and one of its Contractors or subcontractors regarding payment, then the Village shall be deemed to have achieved Final Completion if it has satisfied all other requirements and maintains bonding or otherwise escrowing sums in dispute to the reasonable satisfaction of the County.

(q) "Force Majeure" shall mean the occurrence of any (i) act of terrorism deemed a terrorism act by the County or the State of Florida, (ii) war, violent act of foreign enemy or armed conflict, (iii) insurrection, riot or civil commotion, (iv) blockade or embargo, (v) epidemics, pandemics, quarantine or severe health alerts issued by a Governmental Authority relating thereto, (vi) named windstorm and any ensuing storm surge, including the direct action of wind originating from a named windstorm, (vii) any other extreme weather or natural event, such

as earthquake, tornado or flood, (vii) fire or explosion, or (viii) an official or unofficial strike, lockout, go-slow, or other labor dispute.

(r) "Governmental Authority" shall mean any national, state, or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, administrative, public, or statutory instrumentality, authority, body, agency, bureau, commission, board, department or other entity or any arbitrator with authority to bind a party at law, in each case having jurisdiction over the Project.

(s) "Liens" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever, in each case, in the nature of security.

(t) "MDFR" shall mean the Miami-Dade Fire Rescue Department.

(u) "Permits" shall mean any and all development, zoning, platting, subdivision, site plan, design, plans and specifications, construction permit and other applicable permits and approvals and variances, if necessary, from all applicable Governmental Authorities pertaining to the Project.

(v) "Project" shall mean the entirety of the design, development, construction and delivery of the Village Hall Complex by the Village.

(w) "Project Costs" means all design, engineering, permitting, labor, construction materials, fixtures, equipment, landscaping, and hardscaping incorporated into the work for the Project as applicable, including but not limited to locating and installing any required facilities for sewer, water, electrical, and other utilities as needed to service the Project, bonding and insurance costs for the Architect and Contractor, and all costs relating to surveyors, the Architect and other architects and engineers needed to design and permit the Project and oversee the work, and attorneys needed to make applications for and secure zoning and other permitting and development approvals, and any other fees and expenses directly related to the development of the Project.

(x) "Substantial Completion" shall be the stage in the progress of the construction of the construction for the Village Hall Complex has progressed to the point where, in the reasonable opinion of the County's professional staff, the work is sufficiently complete in accordance with the final, approved Construction Plans so that the Fire Station can be occupied and/or utilized for the purposes for which it is intended and where only minor, non-material, Punch List work remaining unfinished in accordance with this Agreement. Substantial Completion shall be evidenced by, at a minimum: (1) receipt of a temporary certificate of occupancy for the Village Hall Complex; (2) a commissioning or other similar test showing that all mechanical, electrical and plumbing systems of the Village Hall Complex (including but not limited to security systems and fire safety systems) have been tested and approved; and (3) the Punch List work remaining has a value that is reasonably estimated to be below $500,000.00.

(y) "Total Station Costs" shall have the meaning set forth in Section 5 below.

(z) "Village" shall have the meaning set forth in the preamble of this Agreement.

(aa) "Village Hall Complex" is a multiuse municipal building, including administrative offices, commission chambers, a police station, and a County-operated fire rescue station located on an approximately 0.756-acre property at 1335 79th Street Causeway.

(bb) "Village Representative" will be the primary contact for the County on behalf of the Village in connection with this Agreement and any submissions, approvals, consents, joinders, or inquiries with respect to this Agreement and the Project. The Village may replace the Village Representative at any time following written notice to the County.

2. **Description of the Project**. The Village shall or shall cause the Fire Station to be designed, engineered, permitted, and constructed within the Village Hall Complex in accordance with the terms and conditions set forth in this Agreement. The Project shall specifically consist of each of the items set forth and provided for in the Building Program attached hereto as Exhibit "B".

Parking. In addition to the elements in the Building Program, the Village shall design, engineer, permit, construct and provide the County with no less than 8 parking spaces being constructed within the Village Hall Complex which shall be designated and reserved for the exclusive use of the Fire Station and the County, as well as 7 on-street parking spaces designated and reserved for the exclusive use of the Fire Station and the County in the locations shown in the attached Exhibit "C.".

2.1 Generator. The Village Hall Complex shall include one (1) standby generator, which shall provide emergency power to the Village Hall Complex.

3. **Project Phases**.

3.1 Generally. The Village shall be responsible for seeking and obtaining any and all approvals and Permits necessary to undertake the Project, including but not limited to:

3.1.1 all plat approvals, temporary plats, and waivers of plat, as applicable,

3.1.2 all re-zoning or zoning variances necessary to develop the Project,

3.1.3 all approvals needed from governmental and regulatory agencies, including but not limited to, Miami-Dade Water and Sewer Department, MDFR in its regulatory capacity, and the Regulatory and Economic Resources Department ("**RER**") Division of Environmental Resources Management,

3.1.4 building permits,

3.1.5 all maintenance of traffic plans, permits and approvals needed to do work on the Project, and any road, alley, and/or public right of way closures,

3.1.6 all temporary construction easements or licenses for staging or otherwise from any third parties necessary to effectuate the construction of the Project, and

3.1.7 relocation or connections of utilities and utility easements.

3.2 In connection with the proposed Project, the County agrees, through its County Mayor, or County Mayor's designee, reasonably cooperate with the Village, and to execute any documents that may be reasonably requested by the Village to accomplish the development of the Project. However, any and all costs and/or expenses associated with securing approval for any such applications for the Project shall be the sole and absolute responsibility of the Village (subject to the County's funding obligations set forth in Section 5 of this Agreement).

3.3 Design Phase. The Village has selected the Architect to design and engineer the Village Hall Complex. Under the terms of the agreement with the Architect, the Architect is obligated to provide the Village with a full set of Construction Documents and to deliver to the Village progress Design Development Documents at thirty percent (30%) completion, sixty percent (60%) completion and one hundred percent (100%) of completion. The Village is responsible to ensure that the Architect and any other subconsultants act and provide services for the Project in a diligent, competent, and professional manner all in accordance with the provisions of this Agreement, which includes consultation with and approval by the County, as set forth herein. In undertaking the development, design, and permitting of the Project, Village shall cause its Architect to comply with, all Applicable Laws.

3.3.1 The 30%, 60% and 100% Design Development Documents shall be consistent with the Building Program and, with respect to the 60% and 100% Design Development Documents, shall be consistent with the 30% and 60% Design Development Documents, respectively, previously approved by the County. 30%, 60% and 100% Design Development Documents shall include and show, without limitation, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, if applicable, locations of ingress and egress to and from the Fire Station, curbs, gutters, parkways, lighting, mechanical systems, plumbing systems, HVAC, electrical systems, doorways/entryways for vehicles, design and locations for outdoor signs, landscaping, and structures all sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of construction. For each submittal of documents required herein, Village shall submit two (2) sets of prints to the County, with the date noted on each print, along with two CADD / Revit / any applicable electronic files CDs with such drawings.

3.3.2 At each stage of completion, the Village shall provide the County with a copy of the Design Development Documents. At each stage, the County shall have the right to review, comment and request changes to the Design Development Documents, but only those portions that relate to the Fire Station and associated parking. In each instance that the County reviews the Design Development Documents as provided hereunder, it shall have up to fifteen (15) days to complete such review and provide a complete set of comments and proposed revisions to the Village. In the event the County provides no comments within the fifteen (15) day period, the Design Development Documents will be deemed approved as submitted by the Village. The County shall not be unreasonable in exercising its approval and comment rights hereunder. Village shall exercise reasonable diligence in resolving any objections by the County to the 50% completed

Construction Plans and thereafter submit the revised 50% completed Construction Plans to the County.

3.3.3 The Village shall exercise reasonable diligence in resolving any objections by the County and shall act reasonably to cause the Architect to incorporate all of the County's comments and revisions consistent with the terms of this Agreement and to resubmit the corrected Design Development Documents to the County. Notwithstanding anything to the contrary contained in this Agreement, the Village shall have no obligation to incorporate the County's comments and revisions to the extent they would result in a material increase in construction costs of the Project, unless: (a) the County's comments and revisions are required to comply with the Building Program or previously approved Design Development Documents; (b) the County's comments are required to comply with Applicable Law; (c) the functionality, safety or utility of the Fire Station would be materially and adversely affected if the County's comments and revisions are not addressed; or (d) the County agrees to reimburse the Village for such increased cost and the Parties agree, in writing, on revising the funding schedule contained in Section 4.1.2.

3.3.4 The final, 100% completed Design Development Documents shall, in addition to the requirements set forth in subsection 3.3.1 above, include and show, all elements, structures, and systems of the Project sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of construction. The 100% completed Design Development Documents shall be in a final condition such that they are ready to be submitted for permitting approval. When the final 100% completed Design Development Documents are complete and approved by the County, these shall be deemed the Construction Plans and Village shall deliver to the County three (3) sets of the Construction Plans, including one Mylar set or CADD file and specifications and working drawings for the Project, which are signed and sealed by the Architect. In the event any change is proposed to the Construction Plans, other than minor revisions to the Project, then Village must submit the proposed changes to the Construction Plans for the County's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed and the County shall have fifteen (15) days following receipt from Village to review and approve and/or provide comments to the proposed changes to the Construction Plans.

3.4 Permitting and Construction Phase .

3.4.1 Upon completion of the Construction Plans, the Village shall apply for and obtain all required governmental Permits for the construction of the Project, including a building permit from the Village's Building Department. The Village shall hire an experienced licensed general contractor as the Contractor for the Village Hall Complex, and subcontractors to perform all the work in accordance with the Construction Plans and the Permits. The Contractor shall provide a performance and payment bond(s) for the Project that complies with all requirements of Applicable Law, including but not limited to, section 255.05, Florida Statutes and which shall name the County as an additional insured and beneficiary and oblige thereof. The contract with the Contractor shall be consistent with the terms of this Agreement and shall include, at a minimum, the following provisions:

(i) Require that the County be specifically identified as a third-party beneficiary in the contract with the Contractor;

(ii) Indemnity and insurance provisions whereby the Contractor shall indemnify and hold harmless the County to the same extent as it does with respect to the Village;

(iii) Provisions requiring the Contractor to provide, maintain, and submit monthly updated schedules in an electronic schedule in the critical path methodology ("CPM") format in a format as designated in the technical specifications (e.g., Microsoft Project, Primavera, etc.);

(iv) Provisions requiring that the Contractor provide the County, promptly upon the County's request, any books, records, schedules, or documents relating to the Project that are sought by the County;

(v) Provisions prohibiting the Contractor and all of its subcontractors from discriminating against any employee or applicant for employment in the performance of the work for the Project with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicap except when based on bona fide occupational qualifications; or because of marital status, race, color, religion, national origin or ancestry;

(vi) Provisions requiring the Contractor to warrant its work to be free from all defects and to be in good and workmanlike conditions for a period of one (1) year from Substantial Completion and where the County is named an express, third-party beneficiary of such warranties; and

3.4.2 Requirements that the Contractor comply with all Applicable Laws. The Village shall secure builders risk insurance on the Project and an endorsement or rider listing the County as an additional insured.

3.4.3 Any approval by the County to changes to the final Construction Plans in accordance with subsection 3.3.3 above shall be given solely in the County's proprietary capacity and shall not be deemed as a substitute for approval from any governmental agency which issues Permits and whose approval of modifications is required.

3.4.4 The Village shall be responsible for managing, directing, supervising, coordinating, and controlling the planning, design, permitting, and construction of the Project in accordance with this Agreement. The Village shall be responsible for the selection, oversight, and management of the Contractor(s) necessary to construct and manage the construction of the Project and that the Contractor acts and provide services for the construction of the Project in a diligent, competent, and professional manner all in accordance with the provisions of this Agreement, including any consultation with and approval by County, as may be required elsewhere in this Agreement. In undertaking the development and construction of the Project, the Village shall comply, and shall cause its Contractor to comply with, all Applicable Laws. In order to fulfill these obligations, the Village may contract for the management of the

construction of the Project, under the supervision of an individual or firm with experience in the management of governmental buildings and projects.

3.4.5 Sustainability Requirements. The Village shall comply with the County's Sustainable Buildings codified in section 9-71, et al. of the Code of Miami-Dade County, FL ("County Code") and Miami-Dade County Implementing Order 8-8 ("**Sustainable Buildings Program**") with respect to the design and construction of the Fire Station and associated parking. The primary mechanism for determining compliance with the Sustainable Building Program shall be in the Florida Green Building Coalition (FGBC), U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System for buildings or the Institute for Sustainable Infrastructure's Envision Rating System for infrastructure projects. For LEED and Envision, the most recent versions of such rating systems shall be utilized, as adopted, respectively, by the Florida Green Building Coalition, United States Green Building Council and the Institute for Sustainable Infrastructure. For FGBC, LEED Rating System and Envision Rating System, the minimum rating system standard for all categories of construction shall be LEED Silver and Silver, respectively. Village shall and shall require Contractor to consider the implications of sea level rise on the Project and the potential impacts of storm surge should be considered and exposure mitigated, if applicable.

3.4.6 A Capital Project Manager (the "CPM") who is the same or different than the County Representative may be assigned by the County to the Project. The CPM may monitor compliance with the terms and conditions of this Agreement and the Construction Plans and perform periodic site visits and reviews to monitor compliance with the Construction Plans and progress of work. The Village shall allow participation of the CPM to all of the progress meetings, construction meetings, and site visits related to the Project.

4. **Development Schedule**.

4.1 Subject to the occurrence of Force Majeure events, the Village shall, in the development of the Project, meet the following deadlines:

4.1.1 The Village shall achieve Commencement of Construction by August 30, 2025.

4.1.2 The Village shall achieve Substantial Completion of the Project, including the Fire Station by October 30, 2027. Substantially complete means that a County can occupy and use the Project for its intended purpose with only minor, non-material, punch list work remaining unfinished ("Substantial Completion").

4.1.3 The Village shall achieve Final Completion of the Project, including the Fire Station, within ninety (90) days of the date of Substantial Completion.

5. **Funding**. The Village has estimated that the Project Costs (including the interior buildout) and all other development costs of: (a) the Project shall be $45,000,000 ("Total Project Cost"); and (b) the full cost of the design, engineering, permitting and construction of the Fire Station portion of the Project shall be $12,000,000.00 ("Total Station Cost"). The County has agreed to pay the County Contribution towards the Total Station Cost and the Village has agreed to contribute and pay for all other Project Costs, including all costs for the Fire Station beyond the

County Contribution. If the: (i) Total Station costs exceed the $12,000,000.00 estimate; and/or (ii) Project Costs exceed the $45,000,000.00 estimate, the Village shall be responsible for all cost overruns and for identifying, securing, and paying for all costs above and beyond said $12,000,000.00 and $45,000,000.00, respectively. The County Contribution shall only be used for the capital improvements needed for the Fire Station and for no other purposes whatsoever.

5.1 As of the Effective Date, the Village and the County understand and acknowledge that the Village has not identified nor secured the funds necessary to pay for the Total Project Cost. Accordingly, and notwithstanding anything in this Agreement to the contrary, the County shall have no obligation to make any payments to the Village unless and until the Village has provided the County with evidence reasonably acceptable to the County that it has secured all funds necessary to fund the Total Project Cost (except for the County Contribution which shall be provided by the County). The Village acknowledges and agrees that it shall be required to identify and secure the funds necessary for the Total Project Cost before the selection of and execution of a contract with the Contractor for the Village Hall Complex.

5.2 Upon satisfaction by the Village of the conditions precedent to the County's funding obligations set forth in subsection 5.1 above, the County has agreed to make payment to the Village in four (4) separate installments following completion by the Village of four (4) milestones as follows:

5.2.1 Upon Commencement of Construction, the amount of $2,000,000.00;

5.2.2 Upon receipt of certification from the Architect that, in the Architect's professional judgment, construction of the Project overall and the Fire Station by itself has achieved 50% completion, the amount of $2,425,000.00;

5.2.3 Upon Substantial Completion of the Project, the amount of $2,000,000.00; and

5.2.4 Upon Final Completion of the Project, the amount of $1,000,000.00.

5.3 Upon completion of each of the milestones set forth in subsection 5.2 above, the Village shall submit a Draw Request to the County along with supporting documentation to evidence that each of the applicable milestones have been achieved. Unless the County requests additional information or objects to the Draw Request, in each case in writing, the County shall make payment to the Village via wire transfer pursuant to the written wire transfer instructions provided by the Village to the County within 30 days of the County's receipt of the Village's Draw Request.

6. **Continuation of Services.** The Village understands and acknowledges that: (a) the County Contribution are a significant contribution and commitment of the County, and specifically of the Miami-Dade Fire Rescue District, to invest in capital infrastructure within the boundaries of the Village for public safety purposes; (b) the County has made this investment with the understanding and expectation that the Village will remain part of the Miami-Dade Fire and Rescue District; and (c) if the Village elects to withdraw from the Miami-Dade Fire Rescue District, the County will require repayment of its investment in the Fire Station in accordance with

the schedule set forth and attached as Exhibit D. Payment shall be due and owing to the County within 30 days of such election and in the amount due and owing for the applicable year.

7. **Breach; Events of Default**.

7.1 Each of the following events shall constitute events of default of the Village hereunder (collectively, the "Village Events of Default"):

7.1.1 If the Village fails to achieve Substantial Completion of the Project on or before the project schedule deadline set forth in Section 4.1 above; and

7.1.2 a material breach by the Village of its obligations under this Agreement to the extent the Village fails to cure such breach within thirty (30) days of receipt of notice from the County in respect thereof; provided that, to the extent such breach is not capable of being cured within such thirty (30)-day period, the Village shall have such longer period (but no more than ninety (90) additional days) to cure such breach provided the Village commences the cure of the beach within the initial 30 day cure period and thereafter diligently pursues same to completion; and

7.1.3 use by the Village of any part of the County Contribution for costs and expenses not permitted under this Agreement, unless such funds are returned to the County within five (5) Business Days following receipt of notice from the County in respect thereof.

7.2 Each of the following events shall constitute events of default of the County hereunder (collectively, the "County Events of Default"):

7.2.1 a material breach by the County of its obligations under this Agreement to the extent the County fails to cure such breach within sixty (60) days of receipt of notice from the Village in respect thereof; provided that, to the extent such breach is not capable of being cured within such sixty (60)-day period, the County shall have such longer period (but no more than ninety (90) additional days) to cure such breach; and

7.2.2 a failure by the County to release a payment of the County Contribution pursuant to Section 5 to the extent the County fails to make the payment in question in a timely manner as set forth in Section 5 above.

8. **Termination**.

8.1 This Agreement may be terminated by the County upon the occurrence and during the continuance for more than 180 days of a Village Event of Default.

8.2 This Agreement may be terminated by the Village upon the occurrence and during the continuance for more than 180 days of a County Event of Default.

9. **Remedies**. Subject to the limitations of liability otherwise expressly set forth in this Agreement, upon the occurrence and during the continuance of a County Event of Default or a Village Event of Default, the County or the Village, as applicable, shall have all rights at law and equity, including a demand for specific performance, to address any material breach of this

Agreement; provided, however, that for a Village Event of Default under subsection 6.1.1. of this Agreement, the Village shall be liable to the County in the amount of $7,500.00 per month or any part thereof beyond the scheduled date for Substantial Completion that the Village requires to achieve Substantial Completion for the Project ("Liquidated Damages") and the County may deduct such Liquidated Damages from any future payments owing to the Village. The parties understand and agree that in the event the Village fails to timey achieve Substantial Completion, the damages to the County are substantial and difficult to measure and quantify and that the measure of Liquidated Damages is the parties' reasonable estimation of the injury to the County resulting therefrom and not a penalty. Notwithstanding and prevailing over the foregoing, nothing in this Agreement shall prevent either party from seeking relief on an emergency or temporary basis from a court of competent jurisdiction to the extent that a breach by another party of this Agreement causes an immediate threat to the life and safety of the public or an immediate and significant threat or risk of loss to property.

10. **Representations and Warranties**.

10.1 The County hereby represents and warrants to the Village that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the parties signing this Agreement on behalf of the County have the authority to bind the County and to enter into this transaction, and the County has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement. This Agreement has been duly authorized, executed and delivered by all necessary action of the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

10.2 The Village hereby represents and warrants to the County that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the parties signing this Agreement on behalf of the Village have the authority to bind the Village and to enter into this transaction, and the Village has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement. This Agreement has been duly authorized, executed and delivered by all necessary action of the Village and constitutes a legal, valid and binding obligation of the Village, enforceable against the Village in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

11. **Miscellaneous**.

11.1 Notices. All notices, demands or requests to the County or to the Village, as applicable, shall be deemed to have been properly served or given, if addressed to:

Village:

North Bay Village,
Attention: Village Manager

1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
Email: villagemanager@nbvillage.com

with a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.,
Attention: Haydee Sera, Esq.,
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
Email: hsera@wsh-law.com

And to such other address and to the attention of such other party as the Village may, from time to time, designate by written notice to the County. If the Village at any time during the term hereof changes its office address as herein stated, the Village will promptly give notice of same in writing to the County.

County:

111 NW 1st Street, 29th Floor
Miami, Florida 33128,
Attention: County Mayor
Email: mayor@miamidade.gov

with a copy to:

111 NW 1st Street, Suite 2810
Miami, Florida 33128
Attention: Monica Rizo Perez, County Attorney
Email: monica.rizo@miamidade.gov

with a copy to:

Miami-Dade Fire Rescue Department
Attention: Maria L. Reyes, CPA
Assistant Director, Budget, Finance & Administration
9300 NW 41 Street
Doral, FL 33178
Email: maria.reyes@miamidade.gov

And to such other addresses and to the attention of such other parties as the County may, from time to time, designate by written notice to the Village. If the County at any time during the term hereof changes its office address as herein stated, the County will promptly give notice of same in writing to the Village.

All notices, demands or requests shall be sent by: (i) United States registered or certified mail, return receipt requested, (ii) hand delivery, (iii) nationally recognized overnight courier, or (iv) electronic transmission, provided the transmission is electronically confirmed and the original of the Notice is sent by one of the foregoing means of transmitting Notice within twenty-four (24) hours of the electronic transmission. All postage or other charges incurred for transmitting the aforementioned shall be paid by the party sending same and shall be deemed served or given on the earlier of: (x) the date received, (y) the date delivery of such notice, demand or request was refused or unclaimed, or (z) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address.

11.2 Unavoidable Delays. In the event that either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of (i) a Force Majeure event, or (ii) a breach by another Party of any of its obligations under this Agreement, then such delay in the performance of such act shall be excused with performance extended for a period equivalent to the period of such delay; provided, however, that in no event shall the date of Substantial Completion extend beyond October 30, 2027.

11.3 **Indemnification**. The Village shall (subject to the limitations of section 768.28, Florida Statutes) and shall cause its Contractor to indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorney's fees and cost of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Village's, the Contractor's or its employees, agents, servants, partners, principals or subcontractors negligence, gross negligence, willful misconduct or illegal misconduct. The Village shall or shall require its Contractor, as applicable, to pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County where applicable, including appellate proceedings and shall pay all costs, judgements and attorney's fees which may issue thereon. Village expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided and shall inform Contractor of such in writing. The Village and Contractor shall have no obligation to indemnify County for any liability, losses or damages to the extent such liability, losses or damages are solely the result of the County's negligence, gross negligence, or willful misconduct.

12. **Insurance**. Prior to the Commencement of Construction, the Village shall cause its Contractor to furnish to **Miami Dade County** Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.

- Commercial General Liability Insurance in an amount not less than $10,000,000 per occurrence, and $10,000,000 in the aggregate, not to exclude Explosion Collapse and

Underground Hazards and Products & Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

- Excess/Umbrella Liability may be used to supplement minimum liability coverage requirements. Follow form basis is required if providing Excess Liability.

Design & Construction Phase

In addition to the insurance required above, the Village shall cause its Contractors to provide **Miami Dade County**, Certificate(s) of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Professional Liability or Errors & Omissions insurance in the name of the licensed professional lead Architect and/or licensed professional lead Contractor providing architectural and/or engineering, project design, construction supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required by the Project in an amount not less than $2,000,000 per claim. For licensed professionals subcontracted by the lead Architect and/or lead Contractor providing architectural and/or engineering, project design, construction supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required by the project, coverage shall not be less than $1,000,000 per claim.

    - If any required insurance purchased by the Village, contractor, subcontractor, and Architect has been issued on a 'claims made' basis, the purchaser of such claims made coverage must have an extended reporting or discovery "tail" period of not less than ten years after the project completion date and shall have a retroactive date to the date of first design. A practice program that annually renews for ten years will meet this requirement.

- Builders' Risk Builders' Risk Insurance on an "all risk" basis not to exclude Windstorm & Hail including named Storm and Flood in an amount not less than one hundred (100%) percent of the insurable value of the Fire Station. Coverage shall remain in place until final completion of construction as evidenced by the issuance of a Certificate of Completion. The policy shall be in the name of the Village, Miami Dade County, and the Contractor. This insurance is to be maintained until final completion of the Project (as evidenced by the issuance of a Certificate of Completion) has been confirmed by Miami Dade County.

- Pollution Liability insurance, in an amount not less than $1,000,000 per occurrence, $2,000,000 in the aggregate covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination

or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "Class **VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 NW 1st STREET, SUITE 2340
MIAMI, FL 33128

The insurance requirements above may be satisfied through a combination of primary and excess insurance.

NOTE: The Risk Management Division ("RMD") of Miami-Dade County Internal Services Department (or any successor department) reserves the right, upon reasonable notice, to examine or request the policies of insurance (including but not limited to binders, amendments, exclusions, or riders, etc.) Miami-Dade County reserves the right to reasonably amend insurance requirements throughout the duration of this Agreement. Village shall submit bonds and insurances for review and approval no later than thirty (30) calendar days before expected Commencement of Construction date. Mobilization shall not take place until such approvals have been issued by RMD.

If, in connection with the future renewal of any insurance which the Village is required to maintain or procure hereunder, any insurance term is either not available to the Village in the North American insurance market or is subject to an insurance premium that is not commercially reasonable in light of the coverage provided, the Village shall notify the County and shall thereafter procure available and commercially reasonable insurance that reasonably covers the relevant risk, if any.

The insurance company must be rated no less than "A-"as to management, and no less than "Class VII" as to strength, by A.M. Best Company, Oldwick, New Jersey

or

The insurance company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 NW 1st STREET SUITE 2340
MIAMI FL 33128

13. **Right to Inspect and Receive Information**. The County shall be given an opportunity to inspect the construction work and materials and to review construction documents as reasonably necessary to verify that the work and materials are in general conformance with the Construction Plans. The County shall receive in writing from the Village and its Contractor on a regular basis, and no less than semi-monthly, information regarding the progress of the Project through each design phase and the construction of the Project. During construction, the County shall receive advance notice of and have the right to attend all scheduled construction meetings, and the right to inspect the reject at all reasonable times, subject to reasonable restrictions imposed by the Village or Contractor. The Village shall require its Contractor to make itself reasonably available to the County throughout the duration of the construction work in order to keep the County reasonably informed. Any rights that the County has under this section shall not be the basis for any liability to accrue to the County from the Village, its Contractor or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation.

14. **Inspector General Reviews/Audit & Compliance**.

14.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Subject to all Applicable Laws, upon written notice from the County, Village shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of Village in connection with, and as and when provided under, this Agreement.

14.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the County Code, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Public Health Trust contracts, transactions, accounts, records, and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs, all at no cost or expense to Village. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Miami-Dade County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the Agreement. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Village, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but

not limited to project design, specifications, proposal submittals, activities of Village, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Agreement and to detect fraud and corruption. Subject to all Applicable Laws and the terms and conditions herein, upon written notice to Village from the Inspector General or IPSIG retained by the Inspector General, Village shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Village. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Village, copy all such documents and records in the Village's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Agreements from and which successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records. Village shall include the requirements of the Inspector General in its contract with the Contractor.

15. **Florida Public Records Act**. As it relates to this Agreement, pursuant to Section 119.0701 of the Florida Statutes:

(a) Village understands, agrees, and acknowledges that this Agreement and Village's operations thereunder are subject to the provisions of Chapter 119 of the Florida Statutes commonly referred to as "Florida's Public Records Laws".

(b) For purposes of this section, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

(c) IF THE VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VILLAGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Natalia Jaramillo – Public Records Custodian
111 NW 1st Street
29th Floor
Miami, FL 33128
MayorPublicRecords@miamidade.gov
305-375-1880

(d) Village is required to keep and maintain public records required to perform under this Agreement and, upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by applicable law.

(e) Village shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized or required by law for the duration of the Agreement term and following completion of the Agreement if the Village does not transfer the records to the County.

(f) Upon completion of the Agreement, Village shall transfer, at no cost, to the County all public records in possession of the Village or keep and maintain public records required by the County to perform the service. If the Village transfers all public records to the County upon completion of the Agreement, the Village shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Village keeps and maintains public records upon completion of the Agreement, the Village shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(g) If the County does not possess public records responsive to a request to inspect or copy public records relating to this Agreement, the County shall immediately notify the Village of the request, and the contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(h) If Village does not comply with a request for records, it shall be a material breach of this Agreement and the County shall have the right to the remedies set forth in Section 8 of this Agreement. In addition, if Villages fails to provide the public records within a reasonable time may be subject to penalties under s. 119.10.

(i) Village's obligations under this section of the Agreement shall survive the termination of this Agreement. Village shall include the requirements of the Inspector General in its contract with the Contractor.

16. **Parties' Rights as Sovereign**. The Parties retain all of their sovereign prerogatives and rights as a county under State of Florida and local law with respect to the planning, design, construction, development and operation of the Project. It is expressly understood that, notwithstanding any provisions of this Agreement and the Parties' status hereunder:

16.1.1 The Parties retain all of their sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) under State of Florida and local law, and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project, or the operation thereof, or be liable for the same;

16.1.2 The Parties shall not, by virtue of this Agreement, be obligated to grant any approvals of application for building, zoning, planning, development or otherwise under present or future Applicable Laws of whatever nature applicable to the planning, design, construction, development and/or operation of the Project; and

16.1.3 Notwithstanding any provision hereof to the contrary, any County or Village covenant or obligation that may be contained in this Agreement shall not bind the Board, the Village Commission, the County's Regulatory and Economic Resources Department, the Division of Environmental Resources Management, or any other County, city, federal or state department or authority, committee or agency (i.e. any Governmental Authority) to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withhold, or revoked in the discretion of the County or other applicable Governmental Authority in the exercise of its/their police power(s).

17. **Miscellaneous**.

17.1 Severability. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

17.2 Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

17.3 Relationship of Parties. This Agreement does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between the Parties, the sole relationship between the Parties being that of Parties to this Agreement.

17.4 Interpretation. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement, which has been drafted by counsel for both the Parties.

17.5 Consents. Whenever in this Agreement the consent or approval of the County or the Village is required, such consent or approval:

17.5.1 in the case of the County, shall be made by a County representative on behalf of the County;

17.5.2 shall not be unreasonably or arbitrarily withheld, conditioned, or delayed unless specifically provided to the contrary in this Agreement, and shall not require a fee from the Party requesting same;

17.5.3 shall not require the expenditure of funds by the Party from whom a consent or approval is sought, unless specifically provided to the contrary in this Agreement;

17.5.4 shall not be effective unless it is in writing; and

17.5.5 shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Village or the County, as applicable, of the obligation of obtaining the other's prior written consent or approval to any future similar act or transaction.

17.6 Amendments. All substantive amendments to this Agreement shall require the prior consent of the Board and the North Bay Village Commission (the "Village Commission") and shall not be effective until the consent of each of those entities is obtained, and any amendments shall only be effective thereafter if reduced to writing and executed with the same formality as this Agreement. The Board hereby delegates approval rights for any non-substantive amendments to the County Mayor. The Village Commission hereby delegates approval rights for any non-substantive amendments to the Village Manager.

17.7 Entire Agreement. This Agreement and exhibits attached were approved by the Board of County Commissioners of Miami-Dade County, Florida and the Village Commission and, together with the Lease, contains the entire agreement with respect to the construction of the Project between the Parties hereto and supersedes all prior agreements, whether written or oral.

17.8 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the County, its successors and assigns, and the Village, its successors and assigns, except as may be otherwise provided herein. Any Village assignment shall be subject to the prior approval of the County Mayor. Any County assignment shall be subject to the prior approval of the Village Manager.

17.9 Governing Law and Venue. This Agreement shall be governed by the laws in the State of Florida and venue for any legal proceeding shall be in Miami-Dade County, Florida. In the event of litigation or other dispute, each Party shall bear its own attorneys' fees and costs.

17.10 Cooperation. The Parties agree to cooperate with each other to the fullest extent practicable pursuant to the terms and conditions of this Agreement. The Parties agree that time is of the essence in all aspects of their respective and mutual responsibilities pursuant to this Agreement.

17.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

17.12 Compliance by the Parties. Throughout the Term, the Parties, at their own cost and expense, shall promptly comply with all Applicable Laws. To the extent that the Village's compliance shall require the cooperation and participation of the County, the County agrees to use its best efforts to cooperate and participate.

17.13 Conflicts. The event of a direct conflict between the terms and conditions of this Agreement and any other agreement between the Parties related to the Project, the terms and conditions of this Agreement shall prevail.

17.14 Limitation on Liability. Neither Party shall be liable to the other Party for any incidental or consequential loss or damage whatsoever, including lost profits, arising from the rights of such Party hereunder.

17.15 Binding Effect. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns. Further, all terms and provisions of this Agreement and all rights, privileges, benefits and burdens created hereunder are covenants running with the lands described herein, binding upon and inuring to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns.

17.16 Effective Date. The effective date of this Agreement shall mean the date written on the first page of this Agreement, and shall be the date that this Agreement is fully executed by all Parties including execution by the County Mayor or County Mayor's designee; such execution shall not occur until Board of County Commissioners' approval of this Agreement, which approval shall not be effective until the earlier of (i) the date the Mayor of Miami-Dade County indicates approval of such BCC action, or (ii) the lapse of ten (10) days without the Mayor's veto. In the event that the County Mayor vetoes the BCC approval, the BCC approval shall not be effective in the absence of an override of the County Mayor's veto that shall be at the next regularly scheduled meeting of the BCC after the veto occurs.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its name by the County Mayor or County Mayor's designee; as authorized by the BCC, and the Village has caused this Agreement to be executed by its respective duly authorized representative all on the day and year first written above.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

MIAMI-DADE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN
CLERK

By: _____
County Mayor or Mayor's Designee

Name: James Reyes

Title: Chief of Public Safety

Date: 3/11/25

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

Attested by: Olga Valverde
Deputy Clerk: Olga Valverde - e18183

03/11/2025

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Monica Rizo Perez
Approved by County Attorney as to form and legal sufficiency

Print Name: Monica Rizo Perez

[SIGNATURES CONTINUE ON NEXT PAGE]

VILLAGE:

NORTH BAY VILLAGE, A FLORIDA
MUNICIPAL CORPORATION

By: _____
Print Name: Frank Rollason
Village Manager
Pursuant to Resolution No. 2024-065

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

EXHIBIT A
LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**"), is being entered into and made effective this ____ day of _____, 20___ ("**Effective Date**"), between North Bay Village, a Florida municipal corporation ("**Landlord**"), and Miami-Dade County, a political subdivision of the State of Florida ("**Tenant**"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the real property consisting of an approximately 12,500 square feet ground-floor fire station and associated parking, located at 1335 79th Street Causeway (Folio No.: 23-3209-001-0060), as shown on the attached Exhibit A ("Premises"), for the initial term of ninety (90) years, so long as the Tenant, at all times, remains in compliance with this Lease.

PART I
BASIC LEASE PROVISIONS

The following sets forth basic data hereinafter referred to in this Lease, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	Miami-Dade County, a political subdivision of the State of Florida
B. LANDLORD:	North Bay Village, a Florida municipal corporation
C. CITY	North Bay Village
D. PRESENT NOTICES, RENT PAYMENTS AND MAILING ADDRESS OF LANDLORD:	1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141
E. PREMISES, ADDRESS, SQUARE FOOTAGE AND FOLIO NUMBER:	Address: 1335 79th Street Causeway Folio Number: 23-3209-001-0060 (see Exhibit "A") Premises consist of approximately 12,500 square foot, ground floor fire station and associated parking
F. PARKING	15 reserved and dedicated parking spaces, eight (8) of which shall be covered parking spaces located within or immediately adjacent to the Village Hall Complex housing the fire station and seven (7) of which shall be located as on-street parking along the West Drive immediately across from the premises as depicted on Exhibit "B"
G. MAILING ADDRESS OF TENANT:	9300 NW 41st Street, Miami, FL 33178
H. INITIAL TERM:	The initial term of this Lease is for ninety (90) years
I. EFFECTIVE DATE:	The "**Effective Date**" shall be on the first day of the month following Substantial Completion of the fire station and shall expire ninety (90) years thereafter (the "**Expiration Date**").
J. ANNUAL BASE RENT:	The annual base rent ("**Annual Rent**") shall be $1.00 for each of the ninety (90) years of this Lease.
K. PREMISES EXPENSES:	The Tenant is responsible for the following costs and expenses associated with the Premises: electricity provided it is separately metered and any other utilities that are separately metered, security, internet, phone, janitorial, pest control, and all maintenance and repairs of interior features and elements of the fire station.
L. SECURITY DEPOSIT:	None

This Lease consists of the foregoing introductory paragraphs, constituting the Basic Lease Provisions (consisting of paragraphs A through L), the Standard Lease Provisions below, along with Exhibit A and Exhibit B, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

The Landlord and Tenant acknowledge and agree that in addition to this Lease, there is a Development Agreement dated ___ day of _____, 2024 that also governs the relationship of the parties with respect to the development of the Premises. This Lease shall be interpreted consistently with the terms and conditions of the Development Agreement and all capitalized terms contained herein which are not otherwise defined herein shall have the same definition set forth in the Development Agreement.

PART II
STANDARD LEASE PROVISIONS
TERMS AND CONDITIONS

SECTION 1. DESCRIPTION OF PREMISES: The Landlord recently completed construction of a Village Hall Complex. Landlord hereby leases to Tenant, and the Tenant hereby rents from the Landlord the following:

The Fire Station No. 27 located on the ground floor of the Village Hall Complex and consisting of approximately 12,500 square feet on the ground floor therein ("Premises"). The Premises is depicted on the attached diagram, marked Exhibit "A" and incorporated herein by reference, along with fifteen (15) reserved parking spaces for Tenant's exclusive use. The 15 parking spaces shall consist of eight (8) covered parking spaces located within or immediately adjacent to the Village Hall Complex and seven (7) parking spaces located as street parking along West Drive immediately across from or adjacent to the premises as depicted on Exhibit "B".

The Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises has not been duly measured by the Landlord. Further, the Tenant is fully aware of the size of the Premises and has determined that it is sufficiently suited for its intended purposes.

Landlord and Tenant have performed or will perform a pre-occupancy inspection of the Premises. The Premises is being leased without furniture. The Premises will include one (1) standby generator, which shall provide emergency power to the Village Hall Complex.

SECTION 2. CONDITION OF PREMISES AND FINAL COMPLETION: Tenant understands and acknowledges that it may occupy the Premises prior to Final Completion of the Village Hall Complex and that access to the Premises may be needed by Landlord and its Architect or Contractor following the Effective Date for such time and is necessary to achieve Final Completion. Landlord shall provide Tenant with reasonable notice to be not less than 24 hours of any such needed access to the Premises and Tenant shall reasonably cooperate with Landlord in order to allow Landlord to achieve Final Completion of the Village Hall Complex, including the Fire Station. Following Final Completion, Landlord warrants and represent to Tenant that, for one (1) year following the date of Final Completion ("Warranty Period") the Premises shall be: (a) completed in a good and workman like manner, free from all defects and with all systems, plumbing, electrical and mechanical systems fully functioning; and (b) suitable for use and operation as a fire station by Tenant.

Landlord, at its sole cost and expense, shall be responsible for all improvements necessary to achieve Final Completion of the Fire Station and for obtaining, securing and/or maintaining any and all permits and licenses, including any occupancy license(s). Landlord shall also be responsible to ensure that, prior to the

Effective Date, there is installed at its cost and available separately metered electric, water and sewer utility lines for the Premises.

During the Warranty Period, Landlord shall immediately correct or require its Contractor to correct, at Landlord's sole cost and expense, any deficiencies in the Premises or the construction work to the Premises that are identified by Tenant. Tenant shall send formal written notice to Landlord of any warranty work that is needed and, so long as such notice is sent prior to the expiration of the Warranty Period, Landlord is required to complete any necessary repairs, corrections or warranty work if same occurs following the expiration of the Warranty Period. Following the expiration of the Warranty Period, Landlord warrants and represents to Tenant that the Landlord shall maintain the Premises in accordance with Section 17 of this Lease, and Tenant shall also be responsible in accordance with Section 18 of this Lease.

SECTION 3. TERM: The term of this Lease shall commence on the Effective Date, and Landlord and Tenant agree that this Lease is scheduled to terminate on the Expiration Date, which is ninety (90) years from the Effective Date (hereinafter the "**Term**").

Further, the parties agree that the Tenant shall have the right to terminate this Lease upon ninety (90) days prior written notice to the Landlord. However, any financial obligations due and owing to the Landlord by the Tenant shall be paid by the Tenant prior to the early termination or cancellation of this Lease. This clause shall survive the termination or cancellation of this Lease.

This Lease shall terminate on the Expiration Date, or at the end of any extension or renewal thereof, without the necessity of any notice from either the Landlord or the Tenant to terminate the same. Should the Tenant desire to continue leasing the Premises, the Tenant shall notify the Landlord, in writing, of the Tenant's interest to continue leasing the Premises, at least one-hundred and eighty (180) days prior to the Expiration Date.

SECTION 4. RENT: Tenant shall lease the Premises at and for the agreed upon amount of One Dollar ($1.00) per year, payable annually in advance beginning on the Effective Date, without demand, setoff, or deduction at the Rent Payment Address of the Landlord listed in the Basic Lease Provisions as outlined on page one (1) of this Lease, or at such other place and to such other person, as Landlord may from time to time designate in writing. Tenant may elect to pay the rent in full for the entire Term at any point during the Term.

In addition to the Rent, the Tenant hereby agrees to pay for the costs and expenses for maintaining and operating the Premises, as described in Section 6 of this Lease.

It is the intention of Tenant and Landlord that the obligations of Tenant shall be separate and independent covenants and agreements, and that the Rent, and all other sums payable by Tenant, shall continue to be payable in all events, unless otherwise expressly provided herein, and that the obligations of the Tenant shall continue unaffected, unless the requirement to pay or perform have been terminated pursuant to the express provisions of this Lease.

SECTION 5. HOLDOVER: In the event the Tenant remains in possession of the Premises after the Expiration Date, or the earlier termination of this Lease, and without the Landlord's prior written consent for any renewal of this Lease, the Tenant shall be deemed to be in holdover, and on a month-to-month tenancy, subject to all of the conditions of this Lease. Nothing herein shall be deemed to permit the Tenant to retain possession of the Premises after the Expiration Date, or the earlier termination of this Lease. This paragraph shall survive the expiration date, or earlier termination of this Lease.

SECTION 6. TENANT PREMISES EXPENSES: The Tenant will assume full responsibility for the following costs and expenses associated with the Premises: electricity provided it is separately metered and any other utilities that are separately metered, security, internet, phone, janitorial, pest control, and, following the Warranty Period, all maintenance and repairs of interior features and elements of the Fire Station.

Tenant shall, during the term hereof, pay any and all charges for water and electricity used by the Tenant and billed separately to the Tenant via separate meters.

SECTION 7. PERMITTED USE: It is hereby understood and agreed that the Premises is to be utilized by the Tenant as a Fire Station and to provide fire rescue services to the community.

Tenant shall cause its business to be conducted and operated in such a manner as to ensure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal, state, county, and local governmental agencies.

SECTION 8. ASSIGNMENT-SUBLEASING: Tenant shall neither mortgage, pledge, encumber, nor assign this Lease, nor sublet the Premises, or any part thereof, without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord agrees and acknowledges that Tenant may permit a different department or agency of the Tenant to utilize the Premises during the Term of this Lease without the Landlord's consent.

SECTION 9. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises at its own risk; and that, except for the negligence or willful misconduct of Landlord and/or Landlord's employees, vendors, contractors and/or agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant, Tenant's leasehold improvements or to equipment, furniture, fixtures, or to the personal property of Tenant, or those claiming by, through or under Tenant.

SECTION 10. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: The Tenant shall promptly comply with any and all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state, county, and city government, and of any and all governmental agencies, departments, and bureaus including any taxing authority and/or utility; and the Tenant shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at Tenant's own cost and expense, unless otherwise agree to in this Lease. During the Term of this Lease, if any governmental agency, municipality, utility company requires changes to the Premises or to any of the facilities or systems (including, but not limited to, electrical work, plumbing, fire alarm, waste removal, enclosures, fire panels, back flow preventers and/or ADA accessibility), the Landlord hereby agrees that it shall make such changes at its sole cost and expense. The Tenant shall be responsible, at Tenant's sole cost and expense, for any and all desired fire alarm monitoring for the Premises including, but not limited to, a dedicated phone line for such purpose. If any third-party, including, but not limited to, utility companies, municipalities and contractors, cause damage to the Premises, the Landlord shall be responsible, at its sole cost and expense, for the repair of such damages.

LANDLORD SHALL BE RESPONSIBLE FOR PROMPTLY OBTAINING ANY PERMIT, LICENSE, SERVICE, ARCHITECTURAL PLANS AND/OR CERTIFICATES OF OCCUPANCY NECESSARY FOR TENANT'S OPERATION OF THE PREMISES.

SECTION 11. SOVEREIGN PREROGATIVES: It is expressly understood that notwithstanding any provision of this Lease and the Tenant's status thereunder:

The Tenant retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning, or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction, and development of the Premises or the operation thereof, or be liable for the same; and the Tenant shall not by virtue of this Lease be obligated to grant the Landlord any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature applicable to the planning, design, improvement, repair, restoration, construction, and/or operation of the Premises.

No Liability for Exercise of Police Power

The Tenant's rights and obligations, relating to the exercise of its police powers, shall be, notwithstanding and prevailing over any contrary provision in this Lease, or any covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including, but not limited to the following:

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Landlord, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Landlord in applying for any county, city or third-party permit or needed approval; or

(d) To contest, defend against, or assist the Landlord in contesting or defending against any challenge of any nature;

shall not bind the Miami-Dade County Board of County Commissioners, or the Regulatory and Economic Resources Department, or any division thereof, or any other county, city, federal, or state department or authority, committee, or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Tenant or any other applicable governmental agencies in the exercise of its police power; and the Tenant shall be released and held harmless, by the Landlord from and against any liability, responsibility, claims, consequential or other damages, or losses to the Landlord or to any third-parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Tenant to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Tenant shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Tenant's obligation to use reasonable good faith efforts in the permitting of the use of Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Landlord as authorized by this Lease. Moreover, in no event shall a failure of the Tenant to adopt any of the Landlord's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

SECTION 12. ABANDONMENT: If Tenant shall fail to occupy, shall abandon, or shall vacate the Premises before the end of the Term of this Lease, except in the event Tenant elects to close the Premises temporarily for the purpose of remodeling same for no more than one hundred and eighty (180) days (or such longer period upon prior written permission of Landlord), Landlord may, at its option, consistent with

the other terms of this Lease, may seek to terminate this Lease by judicial process. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, the Tenant shall be responsible to satisfy any and all covenants and obligations due to Landlord under the terms of this Lease.

SECTION 13. ATTORNEYS' FEES AND EXPENSES: The parties hereby agree to pay for their own costs of collections, attorneys' fees, and other disbursements incurred by either party in the event of any breach of this Lease. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce their rights regarding this Lease, including any bankruptcy, receivership, or other insolvency proceeding or negotiation.

SECTION 14. UTILITIES: The Tenant hereby agrees that the cost associated with the Premises for utilities include, but are not limited to, charges for water, electricity, and all other utilities and services used or consumed on the Premises that are separately metered shall be put in Tenant's name and paid by the Tenant. The Tenant shall immediately (within thirty (30) days) place any and all separately metered utilities in its own name.

SECTION 15. SECURITY INTEREST; LANDLORD'S LIEN: The parties hereby acknowledge and agree that due to the Tenant's nature as a governmental entity it is unable to pledge or assign to the Landlord any of the furniture, fixtures, equipment, goods and chattels belonging to the Tenant, which shall or may be brought or put on the Premises, as security for the payment of the Rent, and/or other charges.

SECTION 16. LANDLORD'S ACCESS: The Landlord, and/or its employees and/or agents, shall have the right to enter the Premises during all reasonable hours, and with at least forty-eight (48) hours prior written notice (except in the event of emergency), and without materially interfering with the conduct of the Tenant's business, to examine the same to make reasonable inspections, repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, and to make certain that the Premises is being used in accordance with this Lease, or to exhibit the Premises, and to put or keep upon the doors or windows thereof a notice "for rent", "for lease" or "available" at any time within two (2) months before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Premises. Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities. In the event of an emergency, the Landlord, and/or its employees and/or agents, shall have the right to immediately gain entry into the Premises without any prior notice and/or warning to the Tenant.

SECTION 17. LANDLORD'S MAINTENANCE AND REPAIR: In addition to Landlord's obligations during the Warranty Period, following the expiration of the Warranty Period, the Landlord agrees to maintain and keep in good repair, condition, and appearance, during the Term of this Lease, or any extension or renewal thereof, at its sole cost and expense: (a) the exterior and structural walls and elements of the Fire Station and Premises, (b) landscaping, walkways, and sidewalks outside Village Hall Complex (c) exterior features of the Village Hall Complex, (d) the parking facilities including all necessary paving, repaving, lighting and striping, (e) exterior lighting or safety features for the Village Hall Complex, (f) keeping all exterior areas safe and free of any health hazard; (g) maintain the exterior of the Village Hall Complex and parking areas in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (h) keep any garbage, trash, rubbish and/or other refuse for the Village Hall Complex other than the Premises in safe containers that do not encourage the existence of vermin; (i) cause to have all garbage, trash, rubbish, and refuse for the Village Hall Complex removed on a daily, weekly, or as needed basis to ensure cleanliness; and (j) prevent any objectionable odors to emanate or to be dispelled from the Village Hall Complex (other than the Premises).

Any damage or injury sustained by any person because of Landlord's failure to abide by its maintenance and repair responsibilities set forth herein is the responsibility of Landlord, shall be paid for by Landlord, and Landlord shall indemnify and hold Tenant harmless in accordance with indemnification provisions set forth herein.

SECTION 18. MAINTENANCE AND REPAIR: The Tenant agrees to maintain and keep in good repair, condition, and appearance, during the Term of this Lease following the expiration of the Warranty Period, at its sole cost and expense the repair and replacement of all interior features and elements of the Fire Rescue District Station, including interior fixtures, drywall, the HVAC system, plumbing and electrical solely as it pertains to the Fire Rescue District Station. Tenant shall be responsible for keeping the Premises safe and free of any health hazard.

In regards to the general maintenance and occupancy of the Premises, the Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse generated in the Premises in safe containers that do not encourage the existence of vermin; (c) keep all mechanical equipment apparatus free of unreasonable vibration and noise which may be transmitted beyond the Premises and/or which could disturb other occupants of the Village Hall Complex; and (d) prevent any objectionable odors to emanate or to be dispelled from the Premises.

Tenant acknowledges and agrees in accordance with Section 19 of this Lease below, that it is permitted to improve the Premises, at its sole cost and expenses, by making certain improvements, and thereafter maintain and repair the Premises consistent with such improvements, so long as the Tenant first secures the Landlord's written consent to make such improvements (which consent may not be unreasonably withheld, conditioned or delayed). Upon completion of any such improvements, the Tenant shall properly maintain and repair such improvements throughout the Term of this Lease. Upon return of the Premises to the Landlord, any and all such improvements shall become the sole property of the Landlord, without any compensation to the Tenant, excepting only reasonable wear and tear arising from the use thereof under this Lease.

Tenant, at its sole cost and expense, shall do the following, including, but not limited to, maintaining the interior of the Premises including the walls, cabinets, appliances, hardware, flooring, windows, doors, and frames.

SECTION 19. TENANT IMPROVEMENTS; INSTALLATION BY TENANT: Tenant, at its sole cost and expense, may make such alterations and/or improvements to the Premises that it shall deem reasonably necessary to place the Premises in such a state or condition that the Tenant may use it for the purposes described in this Lease, so long as such alterations and/or improvements that require building permits and consist of construction are first approved by the Landlord in writing (which consent may not be unreasonably withheld, conditioned or delayed).

Prior to commencing any alterations, improvements or repairs to the Premises, the Tenant must deliver all plans, specifications and scheduling for any construction, repairs, or other improvements, at its sole cost and expense, to the Landlord, at least thirty (30) days before the commencement of any work.

The Tenant acknowledges and agrees that the Landlord may review and approve all of the Tenant's plans, including but not limited to architectural plans, to facilitate any construction, alterations, additions, and/or any other improvements to the Premises. The Landlord, and/or its employees and/or agents, shall have the right to enter the Premises during all reasonable hours, upon forty-eight (48) hours prior written notice, in coordination with Tenant, to examine the construction, alterations, additions, and/or structural

improvements of the Premises, as may be underway. The Tenant covenants and agrees to obtain all necessary permits, licenses, and approvals as required by any local municipality, as applicable, and that all alterations and improvements shall be in conformance with all applicable laws. All additions, or improvements shall be and remain part of the Premises at the expiration of this Lease or any extension thereof. Upon completion of any construction, alterations, additions, and/or other improvements, the Tenant shall promptly deliver a copy of its Certificate of Occupancy or Certificate of Completion, as applicable, to the Landlord, and in no event later than thirty (30) days following Tenant's receipt thereof. If Tenant undertakes any material modifications to the Premises, it must provide Landlord with copies of the final architectural plans for the Landlord's records.

All work in the Premises will be performed in a good and workman like manner and by a licensed general contractor under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Tenant's work shall be performed without any unreasonable interference and/or unreasonable disruption to Landlord, or any adjacent landowner or occupier of space.

The Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises unless same is the subject of a good faith dispute.

The Tenant acknowledges and agrees should it make any alterations and/or improvements to the Premises, and as a result of such alterations and/or improvements it is determined by a governmental entity that further improvements to the Premises are necessary in order to comply with the American with Disabilities Act (and related state and local laws and regulations), then the Tenant shall be solely responsible for making such improvements to ensure that the Premises complies with the American with Disabilities Act, along with any and all amendments, and/or additions, as well as with any and all Florida accessibility requirements, including, but not limited to, the Florida Americans with Disability Accessibility Implementation Act, including Sections 553.501-553.513, Florida Statutes, and shall immediately bring the physical components of the Premises into compliance.

If the Tenant's construction or repair activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil or ground water, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage, and (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards.

All leasehold alterations and/or improvements installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the termination date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold improvements (excluding any fixtures that may be removed without damage to the Premises) shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant. Tenant may, however, remove and retain ownership of all fixtures that Tenant paid for and that may be removed without damage to the Premises.

Should the Tenant bring and/or add any additional furniture and/or equipment to the Premises, which personal property can be removed without damage to the Premises, such shall remain the Tenant's property

and may be removed from the Premises, in accordance with the terms and conditions of this Lease, upon the Expiration Date.

SECTION 20. BINDING TERMS: This Lease shall bind Landlord and Tenant and their respective assigns or successors, personal representatives, as the case may be. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to any assignment by Tenant, but as a reference only to those instances in which Landlord has given written consent to a particular assignment.

SECTION 21. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

SECTION 22. NOTICE: All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as FedEx or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage prepaid, and addressed to the party as follows:

To Landlord:

North Bay Village,
Attention: Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
Email: villagemanager@nbvillage.com

with a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.,
Attention: Haydee Sera, Esq.,
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
Email: hsera@wsh-law.com

To Tenant:

111 NW 1st Street, 29th Floor
Miami, Florida 33128,
Attention: County Mayor
Email: mayor@miamidade.gov

with a copy to:

111 NW 1st Street, Suite 2810
Miami, Florida 33128
Attention: Monica Rizo Perez
County Attorney
Email: monica.rizo@miamidade.gov

with a copy to:

Miami-Dade Fire Rescue Department
Attention: Maria L. Reyes, CPA
Assistant Director, Budget, Finance & Administration
9300 NW 41 Street
Doral, FL 33178
Email: maria.reyes@miamidade.gov

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served three (3) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

SECTION 23. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 24. INSURANCE: The parties hereby acknowledge and agree that the Tenant is a governmental entity, and is self-insured, and therefore shall not be required to secure or maintain any type of insurance.

SECTION 25. REPRESENTATIONS/WARRANTIES: Each party warrants that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and delivery of this Lease and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject.

SECTION 26. SUBORDINATION AND NON-DISTURBANCE: The Landlord and Tenant hereby agree that this Lease shall be subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, secured by the Landlord, either now or at any time hereafter, or any other lien or liens placed on the property by the Landlord of which the Premises are a part provided that the holder or counterparty to each such mortgage, deed of trust, or other instrument existing now or in the future, executes and records in the public records a non-disturbance agreement in favor of Tenant in a form reasonably acceptable to Tenant. Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage provided a non-disturbance agreement is simultaneously executed. Specifically, if requested by Landlord or Landlord's lender, if any, the Tenant shall execute a subordination, non-disturbance and attornment agreement ("**SNDA**") within thirty (30) business days of such request, so long as such SNDA is in a form reasonably acceptable to the Tenant.

SECTION 27. LIENS: The Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever without the Landlord's prior written consent. This includes any type of lien for materials, labor, utilities or anything related to the Premises.

SECTION 28. DAMAGE, DESTRUCTION, AND CASUALTY (NATURAL DISASTER): Tenant shall be responsible for and shall repair any and all damage caused to the interior of the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief, or criminal acts thereto and the Landlord shall be responsible and shall repair any and all damage caused to the exterior of the Premises as a result of vandalism, malicious mischief, or criminal acts. The Tenant or Landlord, as applicable, shall

immediately notify the Landlord, or Tenant, as applicable and in writing, upon discovering any damage and/or destruction to the Premises.

If the Premises is totally or partially destroyed or damaged as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event") such that it cannot reasonably be repaired or restored within 500 days, either party may terminate this Lease by giving the other party thirty (30) calendar days' advanced written notice and Landlord shall have no obligation to rebuild or repair the Premises. If the Premises is destroyed or damaged as a result of a Casualty Event such that it can be repaired or restored in less than 500 days, then Landlord shall promptly commence all such reconstruction and repairs and Tenant will diligently assist Landlord in seeking and obtaining all government relief grants, insurance proceeds or other funds available from third parties to restore or reconstruct the Premises.

If this Lease is terminated as provided in this Section, all of Tenant's obligations under this Lease shall cease, effective from the date of the Casualty Event. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premises after a Casualty Event, Tenant shall be obligated to pay Rent, maintain the Premises, and pay for all Premises Expenses related to the Premises. All construction and/or repairs by Landlord shall be made in a manner consistent with and in accordance with all applicable codes and industry standards. Such damage shall be repaired in architecture and quality consistent with conditions existing prior to the damage and with facilities and amenities comparable to such structure being replaced.

If this Lease is not terminated, Tenant shall be responsible for the restoration or reconstruction of the interior of the Premises, as well as replacing or restoring all of Tenant's furniture, fixtures and equipment, and signs after the occurrence of a Casualty Event. During periods of hurricane or tropical storm watches and/or warnings, Tenant shall have the option to install hurricane shutters and otherwise protecting the Premises, such as utilizing all appropriate means of protection, at its sole cost and expense. Landlord shall have no obligation, either prior to, or during the periods of hurricane or tropical storm watches and/or warnings, to protect the Tenant's furniture, fixtures, and equipment.

SECTION 29. DEFAULT, CURE PERIOD AND REMEDIES: The Tenant shall be in default under this Lease if it fails to (i) make timely payments of Rent within 20 days' notice that any Rent payment or any other sum due hereunder is past due, except for the month of October; or to (ii) faithfully observe all terms, conditions and covenants contained in this Lease. The Landlord shall be in default under this Lease if it fails to faithfully observe all terms, conditions, and covenant contained in this Lease.

Upon any default, the non-defaulting party shall provide written notice to the defaulting party that it is in default of this Lease and shall identify with specificity the provision of the Lease that the defaulting party has violated along with reasonable specificity of the facts surrounding such default. The defaulting party shall then have sixty (60) days to cure the default or, if such longer period of time is needed to cure the default, then such longer period of time as is needed to cure the default, provided that the defaulting party shall commence such cure period within such sixty (60) day period and shall diligently prosecute the cure until completion.

Further, in the event of a default that is not timely cured, the Tenant and Landlord acknowledge and agree that in addition to the rights pursuant to Section 30, Termination for Default, the Landlord and Tenant shall have the following rights:

In the event of any default remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, the non-defaulting party may, without terminating this Lease, cure the default, including, but not limited to, making any and all maintenance and repairs, at the defaulting party's cost and expense.

All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided under applicable law.

SECTION 30. TERMINATION FOR DEFAULT: The occurrence of any of the following shall cause this Lease to be terminated by the non-defaulting party upon the terms and conditions also set forth below:

A. Termination after ninety (90) calendar days from receipt of written notice by Certified Mail sent to the defaulting party for the following:

1) Non-performance of any covenant of this Lease and failure to remedy such breach within the sixty (60) calendar day period from receipt of the written notice, or within such longer period of time that may be necessary to cure the breach provided defaulting party shall commence such cure period within such sixty (60) day period and shall diligently prosecute the cure until completion.

SECTION 31. EARLY TERMINATION BY TENANT: Tenant shall have the right to terminate this Lease at any time by giving the Landlord ninety (90) days written notice, prior to the effective date of the termination. However, any financial obligations due and owed to the Landlord by the Tenant shall be paid by the Tenant prior to the early termination or cancellation of this Lease. This clause shall survive the termination or cancellation of this Lease.

SECTION 32. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease and the Development Agreement contain the entire agreement between the parties hereto and all prior negotiations relating to the Premises and the development and occupancy thereof. All negotiations, agreements, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and in the Development Agreement and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord and/or Tenant shall alter, change, or modify any of the provisions hereof. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

SECTION 33. QUIET ENJOYMENT: Tenant, on paying the rental and performing the conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Premises throughout the term of the lease, without hindrance or molestation by Landlord.

SECTION 34. AIR QUALITY; RADON GAS; MOLD: The Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises or the building, except that the Landlord hereby acknowledges and agrees that it is fully responsible for the indoor air quality within the building and the Premises, and agrees to annually test the air quality within the building and the Premises and to provide the results of such test to the Tenant.

Additionally, in compliance with Section 404.056, Florida Statutes, Tenant is hereby made aware of the following: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon Gas, and Radon testing, may be obtained from the county public health unit.

SECTION 35. SIGNAGE/ADVERTISING: The Landlord agrees that the Tenant shall be permitted to install customary signage to indicate the presence of a fire rescue station at the Premises.

All signs are to be constructed at Tenant's sole cost and expense (including all costs associated with the preparation of the façade and/or removal of the existing signage and for connecting the electricity to the sign) and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall be deemed a fixture to the Premises. The Tenant must, at Lease expiration, be responsible for the removal of its signage.

SECTION 36 NON-WAIVER PROVISION: No assent, express or implied, by either party to any breach of any agreement or condition herein contained on the part of the applicable party to be performed or observed, and no waiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of Rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 37. TAXES AND ASSESSMENTS: The Tenant shall not be responsible or liable for any taxes associated with the Premises and the Village Hall Complex including any local taxes, personal property taxes and other taxes. Further, the parties hereby acknowledge and agree that the Tenant is exempt from paying any and all sales taxes and real estate taxes as maybe regularly assessed against the Premises and/or this Lease. Landlord shall be responsible for payment of all taxes for the Premises as fee simple owner thereof.

SECTION 38. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war, casualty, act of God, or for any other cause that is completely beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party's control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

SECTION 39. MISCELLANEOUS:

A. **CAPTIONS AND SECTION NUMBERS:** The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify, augment, or limit the provisions, interpretation, construction, or meaning hereof.

B. **CONSTRUCTION OF CERTAIN TERMS:** As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

C. **COUNTERPARTS:** This Lease and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

D. **LIMITATION OF LIABILITY:** The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to the Premises, the Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it

being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be.

E. **RECORDING:** The parties hereto agree that either party may to record this Lease with the Clerk of Court, and that the Tenant shall be permitted to file this lease with the Clerk of the Board, Miami-Dade County, Florida.

F. **SUCCESSORS AND ASSIGNS:** The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.

G. **LANDLORD-TENANT RELATIONSHIP:** The Landlord and Tenant are not creating a joint venture or partnership by any of the provisions of this Lease and they are and at all times shall remain in the relationship of landlord and tenant.

H. **PARTIAL INVALIDITY OR UNENFORCEABILITY:** The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.

I. **BROKERS:** There are no brokerage commissions due under this Lease or that shall become due upon the renewal or extension of this Lease.

J. **GOVERNING LAW:** This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for all actions shall lie in Miami-Dade County, Florida.

K. **TELECOPIED AND EMAILED SIGNATURE PAGES:** In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used in place of original signatures on this Lease. The parties intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied or emailed signatures and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of signature.

L. **REPRESENTATION BY COUNSEL:** The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, or the Mayor's designee, as authorized by the Board of County Commissioners, and this Lease is therefore effective on the day and year first hereinabove written.

TENANT:
MIAMI-DADE COUNTY
A political subdivision of the State of Florida

By: _____
Name: James Reyes
Title: Chief of Public Safety
Date: 3/11/25

Approved by the County Attorney as
to form and legal sufficiency. MRP

Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

Attested by: Olga Valverde
Deputy Clerk: Olga Valverde - e18183
03/11/2025

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

LANDLORD:
North Bay Village, a Florida municipal corporation

By: _____
Print Name: Frank Rollason
Village Manager
Pursuant to Resolution No. 2024-065

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

EXHIBIT A
PREMISES

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 08/20/2024

PROPERTY INFORMATION	
Folio	23-3209-001-0060
Property Address	1335 79 STREET CSWY NORTH BAY VILLAGE, FL 33141-4001
Owner	NORTH BAY VILLAGE
Mailing Address	1666 KENNEDY CSWY STE 300 NORTH BAY VILLAGE, FL 33141
Primary Zone	6000 COMMERCIAL - GENERAL
Primary Land Use	8965 MUNICIPAL : PARKING LOT
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	21,238 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	$2,123,800	$2,123,800	$2,017,610
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$2,123,800	$2,123,800	$2,017,610
Assessed Value	$1,978,743	$1,798,858	$1,635,326

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$145,057	$324,942	$382,284
Municipal	Exemption	$1,978,743	$1,798,858	$1,635,326

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	$1,978,743	$1,798,858	$1,635,326
Taxable Value	$0	$0	$0
SCHOOL BOARD			
Exemption Value	$2,123,800	$2,123,800	$2,017,610
Taxable Value	$0	$0	$0
CITY			
Exemption Value	$1,978,743	$1,798,858	$1,635,326
Taxable Value	$0	$0	$0
REGIONAL			
Exemption Value	$1,978,743	$1,798,858	$1,635,326
Taxable Value	$0	$0	$0

SHORT LEGAL DESCRIPTION
HARBOR ISLAND PB 44-72
LOT 2 LESS BEG SW COR E100FT NE
143.82FT NW60FT ALG NE/L SW200.52
FT TO POB
LOT SIZE 21238 SQUARE FEET

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
05/17/2018	$2,295,625	31007-4366	Federal, state or local government agency
07/20/2015	$600,000	29710-2098	Partial interest
04/01/1998	$1,250,000	18099-4826	Other disqualified
10/01/1998	$0	00000-00000	Sales which are disqualified as a result of examination of the deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

EXHIBIT B
PARKING


7 STREET PARKING SPACES
West Dr
West Dr
West Dr
Larry Paskow Way
Larry Paskow Way
FUTURE NBV HALL

EXHIBIT B
BUILDING PROGRAM

The Building Program is on file with the Miami-Dade Fire Rescue Department and is available for review and inspection upon request and in accordance with Florida law as it may include security and sensitive information.

EXHIBIT C
FIRE STATION PARKING

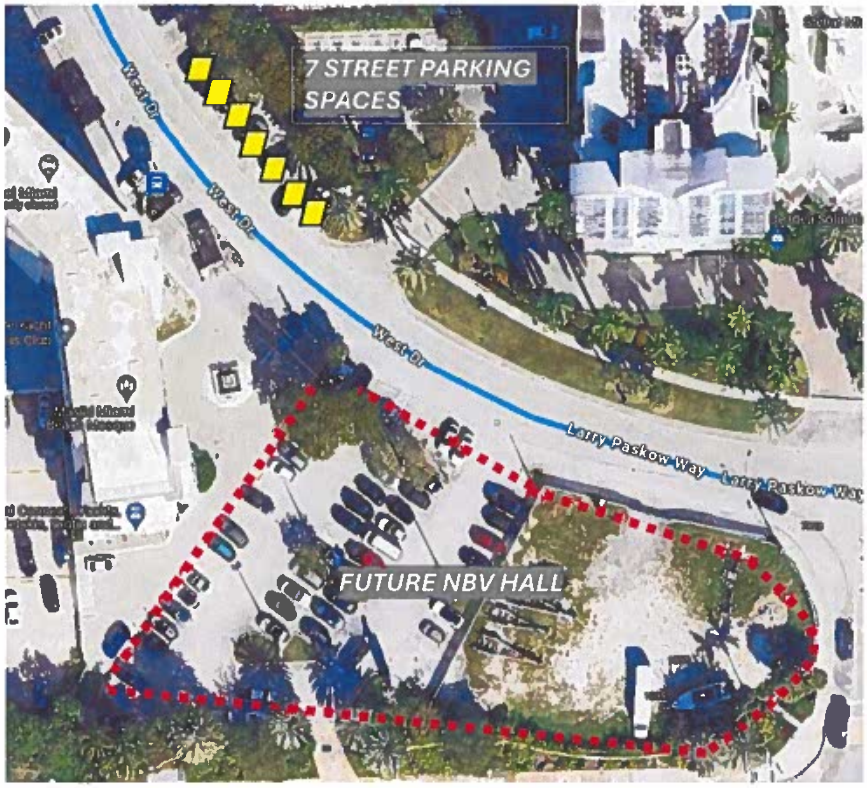

7 STREET PARKING SPACES
West Dr
West Dr
West Dr
Larry Paskow Way
Larry Paskow Way
FUTURE NBV HALL

EXHIBIT D
PAYMENT SCHEDULE

If Village elects to leave the Miami-Dade Fire District at any time prior to Final Completion of the Fire Station, then it shall repay the County the full amount of County Contribution paid or contributed up to the date of the Village's election to leave the District plus 6% interest compounding from the date that each of the County's Contribution payments were made. If the Village elects to leave the Miami-Dade Fire District at any time following Final Completion of the Fire Station, then the amounts due and owing to the County shall be as follows:

After Final Completion but prior to expiration of Year 1 following Final Completion	$8,595,365.63
After Year 1 but prior to expiration of Year 2 following Final Completion	$8,542,124.78
After Year 2 but prior to expiration of Year 3 following Final Completion	$8,485,600.14
After Year 3 but prior to expiration of Year 4 following Final Completion	$8,425,589.19
After Year 4 but prior to expiration of Year 5 following Final Completion	$8,361,876.90
After Year 5 but prior to expiration of Year 6 following Final Completion	$8,294,234.97
After Year 6 but prior to expiration of Year 7 following Final Completion	$8,222,421.03
After Year 7 but prior to expiration of Year 8 following Final Completion	$8,146,177.77
After Year 8 but prior to expiration of Year 9 following Final Completion	$8,065,231.99
After Year 9 but prior to expiration of Year 10 following Final Completion	$7,979,293.66
After Year10 but prior to expiration of Year 11 following Final Completion	$7,888,054.83
After Year 11 but prior to expiration of Year 12 following Final Completion	$7,791,188.59
After Year 12 but prior to expiration of Year 13 following Final Completion	$7,688,347.86
After Year 13 but prior to expiration of Year 14 following Final Completion	$7,579,164.13
After Year 14 but prior to expiration of Year 15 following Final Completion	$7,463,246.19
After Year 15 but prior to expiration of Year 16 following Final Completion	$7,340,178.69

After Year 16 but prior to expiration of Year 17 following Final Completion	$7,209,520.65
After Year 17 but prior to expiration of Year 18 following Final Completion	$7,070,803.91
After Year 18 but prior to expiration of Year 19 following Final Completion	$6,923,531.42
After Year 19 but prior to expiration of Year 20 following Final Completion	$6,767,175.49
After Year 20 but prior to expiration of Year 21 following Final Completion	$6,601,175.87
After Year 21 but prior to expiration of Year 22 following Final Completion	$6,424,937.75
After Year 22 but prior to expiration of Year 23 following Final Completion	$6,237,829.66
After Year 23 but prior to expiration of Year 24 following Final Completion	$6,039,181.14
After Year 24 but prior to expiration of Year 25 following Final Completion	$5,828,280.42
After Year 25 but prior to expiration of Year 26 following Final Completion	$5,604,371.81
After Year 26 but prior to expiration of Year 27 following Final Completion	$5,366,653.00
After Year 27 but prior to expiration of Year 28 following Final Completion	$5,114,272.21
After Year 28 but prior to expiration of Year 29 following Final Completion	$4,846,325.13
After Year 29 but prior to expiration of Year 30 following Final Completion	$4,561,851.66
After Year 30 but prior to expiration of Year 31 following Final Completion	$4,259,832.49
After Year 31 but prior to expiration of Year 32 following Final Completion	$3,939,185.44
After Year 32 but prior to expiration of Year 33 following Final Completion	$3,598,761.58
After Year 33 but prior to expiration of Year 34 following Final Completion	$3,237,341.12
After Year 34 but prior to expiration of Year 35 following Final Completion	$2,853,629.04
After Year 35 but prior to expiration of Year 36 following Final Completion	$2,446,250.44

After Year 36 but prior to expiration of Year 37 following Final Completion	$2,013,745.61
After Year 37 but prior to expiration of Year 38 following Final Completion	$1,554,564.83
After Year 38 but prior to expiration of Year 39 following Final Completion	$1,067,062.79
After Year 39 but prior to expiration of Year 40 following Final Completion	$549,492.69
After Year 40 but prior to expiration of Year 41 following Final Completion	$0.00

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to the Development Agreement (this "Amendment No. 1") dated as of the 20 day of October, 2025, between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), having an office and place of business at 701 NW 1st Court, 16th Floor, Miami, Florida 33136, and NORTH BAY VILLAGE, a Florida municipal corporation (the "Village" and, together with the County, the "Parties", and each a "Party") having an office and place of business at 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

RECITALS

WHEREAS, the Village is the owner of the approximately 0.756-acre property located at 1335 79th Street Causeway (identified for property tax purposes by folio number 23-3209-001-0060), on which it will be constructing and operating a multiuse municipal building, including administrative offices, commission chambers, a police station, and a County-operated fire rescue station (the "Village Hall Complex"); and

WHEREAS, on March 11, 2025, the Village and the County entered into a Development Agreement setting forth the terms and conditions: (a) under which the Village shall design, develop, construct, within the Village Hall Complex, a fire rescue district station facility for the County (the "Fire Station"); (b) by which the Village would lease the Fire Station to the County; and (c) setting forth the respective roles and financial contributions of the Parties in that undertaking; and

WHEREAS, the Parties desire to amend the Development Agreement as set forth in this Amendment No. 1,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Village agree as follows:

TERMS

1. **Incorporation of Recitals.** The Recitals are true and correct, and are hereby incorporated into this Agreement.

2. **Time Extensions.** The Parties agree that the deadlines set forth in 4.1.1, 4.1.2, and 11.2 shall each be extended by one year such that the Commencement of Construction shall occur by August 30, 2026 and the Substantial Completion shall be achieved by October 30, 2028.

3. **Effective Date of Amendment No. 1.** The Amendment No. 1 shall be effective on the date that it is executed by the County Mayor or the County Mayor's designee which County Mayoral execution shall occur following the effective date of the resolution approving this Amendment No. 1.

4. **Effect of Amendment No. 1**. Except for the provisions expressly amended herein, the Development Agreement remains in full force and effect and all other provisions continue to be in effect.

IN WITNESS WHEREOF, the County, through its Board of County Commissioners, has caused this Amendment No. 1 to be executed in its name by the County Mayor or County Mayor's designee, and the Village has caused this Agreement to be executed by its respective duly authorized representative all on the day and year first written above.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

MIAMI-DADE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
County Mayor or Mayor's Designee

Name: JAMES REYES
CHIEF OF PUBLIC SAFETY
MIAMI-DADE COUNTY, FL

Title: _____

Date: 9/24/2025

JUAN FERNANDEZ-BARQUIN
CLERK

ATTEST:

By: Olga Valverde 10/20/2025
JUAN FERNANDEZ-BARQUIN, CLERK
Olga Valverde – e18183 Deputy Clerk

Monica Rizo Perez
Approved by County Attorney as to form and legal sufficiency

Print Name: Monica Rizo Perez

[SIGNATURES CONTINUE ON NEXT PAGE]

VILLAGE:

NORTH BAY VILLAGE, A FLORIDA MUNICIPAL CORPORATION

By: _____
Print Name: Frank Rollason
Village Manager
Pursuant to Resolution No. 2025-075

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

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: July 28, 2026

TO: Planning and Zoning Board

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JONATHAN OFFERMAN TO PERMIT A CARPORT AT THE PROPERTY LOCATED AT 1441 S TREASURE DR (FOLIO NO. 23-3209-009-0610) WITH A FRONT SETBACK OF NINETEEN (19) FEET WHERE TWENTY (20) FEET IS REQUIRED AND WITH A SIDE (INTERIOR) SETBACK OF THREE (3) FEET ONE (1) INCH WHERE SEVEN AND ONE-HALF (7.5) FEET IS REQUIRED; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

Based on the above, Staff finds that the variance request does not meet all seven criteria required under Sec. 7.3.C and recommends **denial** of the variance. On July 1, 2026, the Planning and Zoning Board voted 3-1 to recommend approval of the variance with conditions as stated in the staff report.

BACKGROUND AND ANALYSIS

See the attached staff memo.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENT(S):

Staff Report_1441 S Treasure Drive Carport Setbacks.docx
1 - Boundary Survey.pdf
2 - Applicant Responses to Variance Criteria.pdf
3 - Current Condition Photographs.pdf
4 - Examples of Existing Carports.pdf
6 - Resolution - 1441 S Treasure Dr_Carport Variance.docx
5 - Proof of Mailed Notice - 1441 S Treasure Dr.pdf
Notice of Public Hearing - MDC Legal Ads 06.15.2026.pdf
Notice of PH- 1441 S Treasure Dr 6.12.26.pdf
Notice of PH - MDC Legals Ads.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 28, 2026**

To: **Village Commission**

From: **Craig Pinder, AICP, Village Planner**

Case: **VAR2026-001**

Subject: **Request for Variances from the Front Setback and Side (Interior) Setback Requirements to Legalize an Existing Carport Structure at 1441 S Treasure Drive.**

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1. General Information

Owner:	Jonathan Offerman
Applicant Address:	1441 S Treasure Dr, North Bay Village, FL 33141
Site Address:	1441 S Treasure Dr, North Bay Village, FL 33141
Site Acreage	0.164 Acres (7,140 sf)
Folio Number	23-3209-009-0610
Contact Person/Owner Representative:	Jonathan Offerman

2. Legal Description of Subject Property

LOT 15, BLOCK 2, TREASURE ISLAND, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, PAGE(S) 67, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Single Family Residential
Zoning District	RS-2 Medium Density Single-Family Residential District.
Existing Land Use	Single Family Residential

4. Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Single-Family Residential
	Zoning District	RS-2 Medium Density Single Family Residential District
	Existing Land Use	Single-Family Residential
East	Future Land Use	Single Family Residential
	Zoning District	RS-2 Medium Density Single-Family Residential District
	Existing Land Use	Single Family Residential
South	Future Land Use	Single Family Residential
	Zoning District	RS-2 Medium Density Single-Family Residential District.
	Existing Land Use	Single Family Residential
West	Future Land Use	Single Family Residential
	Zoning District	RS-2 Medium Density Single-Family Residential District.
	Existing Land Use	Single Family Residential

5. Background

The subject property, located at 1441 S Treasure Drive (Folio No. 23-3209-009-0610), is a 7,140-square-foot corner lot in the RS-2 Single-Family Residential District with frontage on W Treasure Dr. The property contains a fabric half-moon shaped canopy roof, supported by columns, creating a carport installed in portions of the front and side yard areas without the required permits. On December 29, 2025, the Village issued a civil citation to the property owner for commencing work without permits. The citation was subsequently paid on January 14, 2026, however, the violation remained uncorrected. On April 29, 2026, a notice to appear before the Code Enforcement

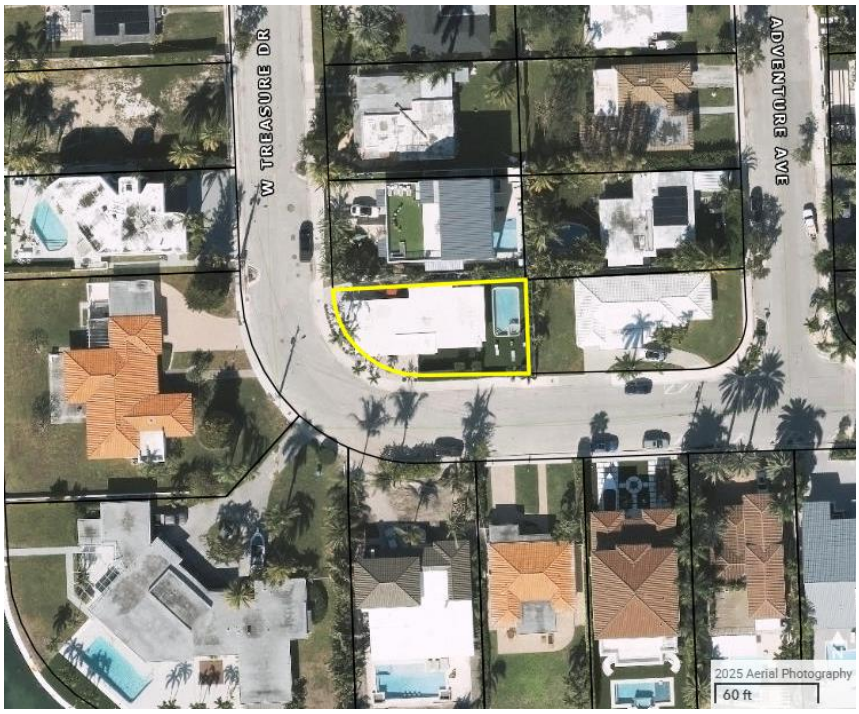
Special Master was mailed to the property owner and posted on the property. The Special Master ordered the property owner to obtain building permits to comply with the violation and no fines were imposed. The property owner is required to return before the Special Master to provide a status update at the August hearing.

Pursuant to Section 8.10.B.5.b. of the Unified Land Development Code (ULDC), structures such as carports must maintain a minimum front setback of twenty (20) feet from the front property line and a minimum side (interior) setback of seven and one-half (7.5) from the side (interior) property line.

As constructed, the carport is set back approximately nineteen (19) feet from the front property line along W Treasure Drive, encroaching approximately one (1) foot into the required twenty (20) foot setback. Additionally, the carport is set back approximately 3 feet 1 inch from the side (interior) property line, encroaching approximately four (4) feet five (5) inches into the required seven and one-half (7.5) foot setback.

The applicant seeks variances to allow the reduced front and side (interior) setbacks in order to legalize the carport.

Figure 1 – Aerial Photo



Source: Miami-Dade County Property Appraiser.

6. Description of Applicant's Request

The Applicant is requesting approval for a variance in accordance with the provisions of Sec. 7.3, Procedure for Consideration of a Hardship Variance, of the Unified Land Development Code (ULDC), to allow a carport to remain within the required front and side (interior) setbacks. Sec.

8.10.B.5.b. of the ULDC requires a minimum front setback of twenty (20) feet and side (interior) setback of seven and one-half (7.5) feet.

The applicant is requesting a reduced front setback of nineteen (19) feet, where twenty (20) feet is required, and a side (interior) setback of approximately three (3) feet one (1) inch, where 7.5 feet is required. The request is intended to legalize an existing carport installed without permits.

7. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

This application is deemed consistent with aspects of the Livability pillar of the NBV100 Master Plan Vision. The applicant's stated intent is to legalize a carport that serves as an accessory to the principal structure, preserving the property's use and character within the RS-2 Single Family Residential District. The request does not alter the site's land use or density and maintains the neighborhood's established single-family pattern. By resolving the permitting and compliance issues, the proposal supports the Comprehensive Plan's emphasis on improving quality of life and maintaining attractive residential environments.

The application is also generally consistent with the Comprehensive Plan's Livability and Housing goals, and does not alter the land use or density.

Supporting Policies:

- **NBV100 Vision** – Livability Pillar emphasizes "improving quality of life" and maintaining attractive residential environments (p. 13). Legalizing the carport could preserve an existing residential accessory structure without detracting from neighborhood character.

- **Housing Element** – Goal calls for providing "an attractive, safe… place to live and still maintain the Village's present residential character" (p. 39). Bringing the carport into compliance aligns with preserving property value and residential quality.

- **Objective 2.2 & Policy 2.2.5** – Encourage land use development that emphasizes livability and overall acceptability to residents (p. 20–21).

8. Compliance with Variance Criteria

The proposed variance to reduce the required front and side (interior) setbacks is being requested pursuant to the provisions of Sec. 7.3 of the ULDC. The proposed deviation is from the requirements of Sec. 8.10.B.5.b., which establishes a minimum front setback of twenty (20) feet and a minimum side (interior) setback of seven and one-half (7.5) feet. The subject property is located in the RS-2 zoning district.

Pursuant to Sec. 7.3.C, for the Planning and Zoning Board to recommend approval of a hardship variance, and for the Village Commission to grant approval, both must make an affirmative finding with respect to all seven (7) of the following criteria:

1. *There are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.*

Applicant's Remark: The lot is narrow 60 feet wide and 119 feet in length with only one parking area to park a car.

Staff Evaluation:
The 7,140-square-foot corner lot, which is comparable in size to other properties within the RS-2 zoning district, is developed with a 1,999-square-foot principal structure located between 5.6 feet and 19 feet from the front property line and 8.1 feet from the interior side property line. The requested 1-foot encroachment into the required front setback aligns with the structure's existing nonconforming front setback condition. However, the principal structure complies with, and exceeds, the minimum required side setback by approximately seven inches.

Although the curvilinear configuration along the western and southwestern portions of the property creates certain dimensional limitations, similar lot characteristics are present on other properties within the RS-2 zoning district. Furthermore, the area where the carport was constructed is not affected by these site constraints. The property also maintains a compliant 60-foot lot width, satisfying the minimum frontage requirement established by the Unified Land Development Code (ULDC). As such, the site does not exhibit a unique physical condition or circumstance that would distinguish it from other similarly zoned properties under this criterion. **Does not Comply.**

2. *The special circumstances and conditions were not self-created by any person having an interest in the property.*

Applicant's Remark: North Bay Village was established in 1945 and 80 years ago, I don't believe modern cars were taken in for consideration with the need for protection from construction & weather debris.

Staff Evaluation: The configuration of the lot and the placement of the existing principal structure are pre-existing conditions that were not created by the current property owner. As such, the dimensional limitations associated with the property's layout are not considered self-imposed hardships. However, the subject carport was constructed without the required permits and was installed in a location that does not comply with the setback requirements established by the Unified Land Development Code (ULDC).

While the physical constraints of the property may impose certain limitations, the stated hardship presented by the applicant is not solely attributable to those constraints. Rather, the need for the requested relief arises from constructing the carport in its current location without first obtaining the necessary approvals to ensure compliance with the zoning regulations. Consequently, the circumstances necessitating the variance are, at least in part, the result of actions taken by or on behalf of the property owner.

Furthermore, the applicant has stated that the carport is needed to protect vehicles from weather-related debris, however, exposure to adverse weather conditions is a circumstance commonly experienced by all properties throughout the area and does not constitute a unique or special circumstance specific to this property. In addition, the applicant has not provided supporting documentation, photographs, or other evidence demonstrating the extent of the alleged construction related debris issues. As a result, existence of a special circumstance that

warrants deviation from the ULDC's setback requirements was not demonstrated. **Does not Comply.**

3. *Strict application of the provision of this chapter would deprive the Applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the Applicant.*

Applicant's Remark: The current zoning with a 7.5-foot setback from the neighboring lot line would not allow space enough for a canopy to cover a regular size car. The Carport canopy cover is needed to protect car from flying objects from construction materials, debris during storms and from the sun.

Staff Evaluation: Strict application of the ULDC setback requirements would require removal of the existing carport, which may result in additional costs to the property owner. However, any financial impacts associated with correcting a noncompliant structure would not deprive the applicant of reasonable use of the land/structure and does not constitute an unnecessary hardship.

The applicant asserts that the required setback limits the ability to install a canopy large enough to protect a standard-sized vehicle from sun exposure, storms, and debris associated with the neighboring construction activity. While staff acknowledges the benefits of covered parking, the absence of a carport does not prevent the reasonable use of the property as a single-family residence and does not preclude the property owner from parking a vehicle on the property. The principal structure remains fully functional, and the existing driveway continues to provide adequate off-street parking for personal vehicles without the need for a setback encroachment, albeit, uncovered. Furthermore, as stated previously, protection from weather conditions, sun exposure, and windborne debris are concerns commonly experienced by all properties, and evidence of construction debris was not provided.

Staff finds that strict application of the ULDC setback requirements would not deprive the applicant of the reasonable use of the land, structure, or building, nor would it create an unnecessary hardship. **Does not Comply.**

4. *Granting the variance requested will not confer on the Applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.*

Applicant's Remark: There are many homes in the Village of North Bay that have the same condition and have parking canopy's to cover cars. Four examples with address & see attached photos: 7552 Buccaneer Avenue, 7513 Hispanola Avenue, 7553 Cutlass Avenue, 1509 Mutiny Avenue.

Staff Evaluation: Granting the variance would permit the retention of the existing carport that encroaches into the required front and side setback areas, thereby allowing a development condition that is not otherwise permitted under the site development standards applicable to the RS-2 zoning district. All properties within the district are subject to the same dimensional requirements.

The applicant has identified several nearby properties that appear to contain similar carport or canopy structures. However, the existence of similar conditions on neighboring properties does not create a justification for the granting of this variance request. Variances are evaluated on a case-by-case basis and must be supported by the specific facts, physical conditions and hardships associated with each respective property. The approval of a variance based primarily on the existence of other apparent encroachments could undermine the criteria which variances are reviewed against and effectively grant relief that would not otherwise be granted to other properties with similar conditions.

While approval of this request would be limited to this particular property and does not amend the regulations applicable to other properties within the zoning district, staff finds that approving the variance could be perceived as granting a benefit or special privilege that is denied by the ULDC to other properties within the RS-2 zoning district. **Does not Comply.**

5. *The Variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.*

Applicant's Remark: I am asking for a 3.5 foot encroachment into setback that is the absolute least amount needed to allow for clearance for a canopy, and it does not affect any current landscaping on the property and 6 inches. See attached photo of Carport at the subject address 1441 South Treasure Drive Carport.

Staff Evaluation: The variance request seeks approval for the carport that has already been constructed, with a front setback of 19 feet where 20 feet is required, and a side setback of approximately 3.1 feet where 7.5 feet is required, representing an encroachment of 1 foot in the front yard and 4.4 feet in the side (interior) yard. The applicant states that the encroachment represents the minimum necessary.

The criterion requires a demonstration that the requested variance is the minimum necessary to enable the reasonable use of the property. While the applicant asserts that the setback encroachments are necessary, the submitted documents do not provide evidence demonstrating that alternative options were evaluated prior to construction to reduce or eliminate the need for the requested setback encroachments. Without evidence demonstrating that feasible alternative solutions were considered, staff cannot conclude that the requested variance represents the minimum variance necessary to permit the reasonable use of the land. **Does not Comply.**

6. *Granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.*

Applicant's Remark: The carport canopy structure has no negative impact to the one neighbor or to public safety. The carport canopy does not block neighbors light, it's a positive for the neighbor as it allows for an additional layer of privacy besides the existing wooden fence separating the properties.

Staff Evaluation:
Granting the variance would not appear to be injurious to the neighborhood or detrimental to the public welfare. The carport canopy is accessory to an existing single-family residence and its continued presence would not alter the residential character, use, or intensity of development on the property. The structure is located entirely within the subject property and does not encroach onto adjacent properties or the public rights-of-way.

The visual impacts of the structure on neighboring properties appear to be limited due to the existing fencing and landscaping along the shared property line that provide a degree of screening and reduces the visibility from the adjacent property. The carport structure does not create adverse impacts related to light, air, and public safety.

The requested setbacks are below those required by the ULDC, and while granting the variance would not be injurious to adjacent properties or the neighborhood, the request nevertheless deviates from the setback standards established by the code. As such, approval of the variance would only partially advance the general intent of the ULDC. **Partially complies**.

7. *The variance request is not based exclusively upon a desire to reduce the cost of development.*

Applicant's Remark: As to the physical constraints of the land, this is the only location for a carport cover canopy to protect the one parking space.

Staff Evaluation: The variance is being sought to bring an existing, unpermitted condition into compliance with the ULDC. While avoiding the cost of removal is a likely factor, the record indicates the purpose of the request is to legalize the existing structure rather than to obtain additional development rights or an unfair advantage. **Complies.**

9. Recommendation

Pursuant to Sec. 7.3.C of the ULDC, the Planning and Zoning Board and the Village Commission must make affirmative findings for all seven hardship variance criteria in order to recommend or grant approval. Based on the application materials, applicant remarks, and staff's independent review, the request does not satisfy several of the required criteria, including the demonstration of unique site conditions, proof that the condition was not self-created, and evidence that the relief requested is the minimum necessary.

Although the proposed variance is not anticipated to be injurious to the neighborhood, the carport's location was selected and constructed without the benefit of first obtaining a building permit. As such, the applicant has submitted a variance application to attempt to bring the carport into conformance as constructed.

Based on the above, Staff finds that the variance request does not meet all seven criteria required under Sec. 7.3.C and recommends **denial** of the variance.

On July 1, 2026, the Planning and Zoning Board voted 3-1 to recommend **approval** of the variance request with the conditions as outlined in the following section.

10. Conditions

Should the Village Commission decide to recommend approval, staff advises incorporating the following conditions:

1. The granting of these variances shall be limited to the legalization of the existing carport as constructed, with a reduced front setback of 19 feet and a side (interior) setback of 3.1 feet. No additional encroachment or further reduction of required setbacks shall be permitted.

2. Permit Compliance. All required after-the-fact building permits shall be obtained, and the carport shall be inspected and approved in compliance with the Florida Building Code, the ULDC, and any other applicable regulations.

3. The property to which the variance applies shall be in strict conformance with the documentation submitted as part of the variance application, subject to any modifications required by these conditions.

4. No Expansion. Approval is limited to the existing carport and its current location. Any future enlargement or modification within the setback areas shall require separate review and approval.

5. All cost recovery charges pursuant to Section 5.12. must be paid prior to the issuance of a building permit.

6. Pursuant to Section 7.4 of the ULDC, the variance shall expire two (2) years from the date of final action by the Village Commission if no substantial construction has occurred in accordance with the approved plans.

7. The outstanding code enforcement case shall be resolved and all accrued fines and associated costs shall be paid in full.

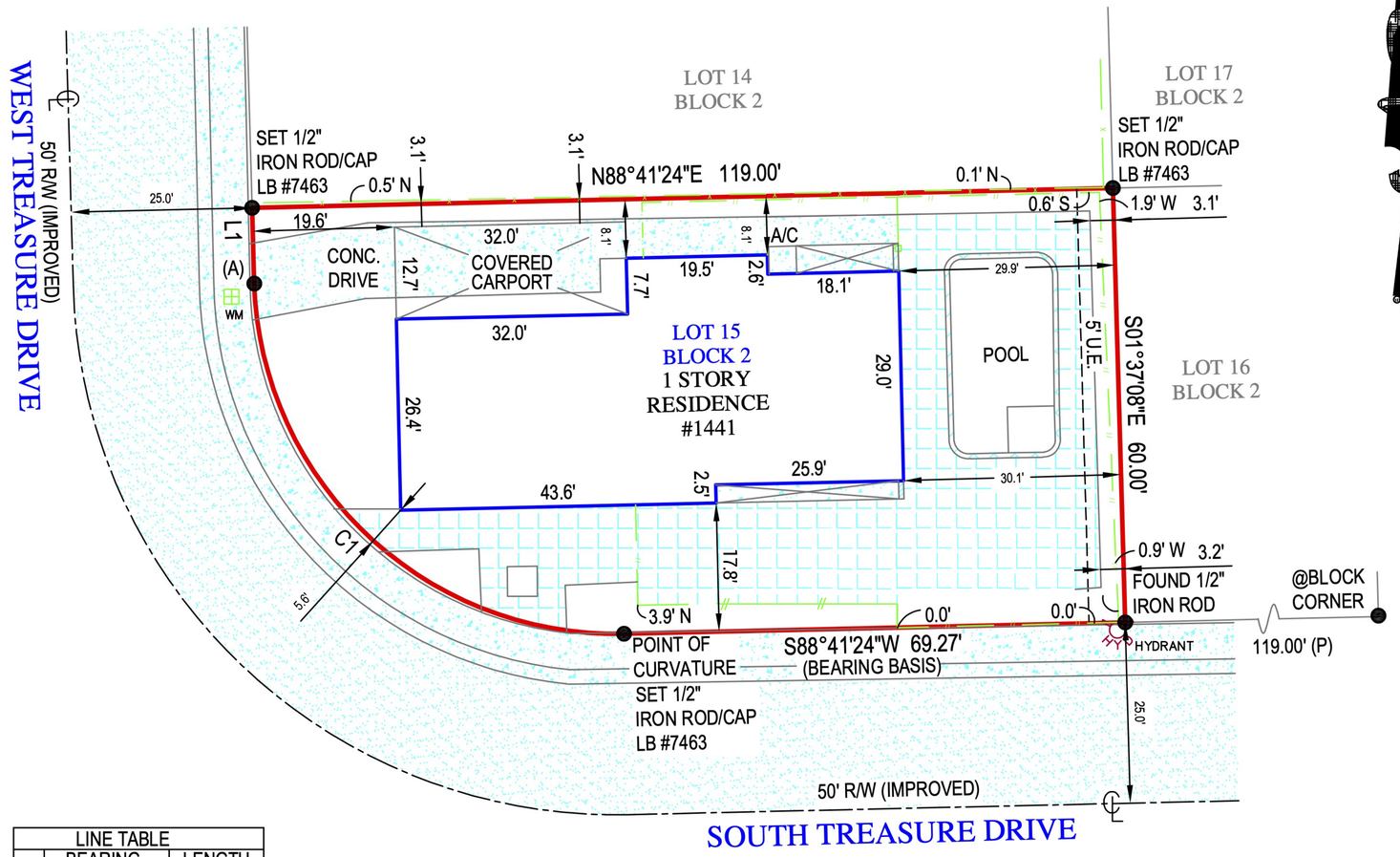
List of Attachments to Staff Report

Attachment 1 – Boundary Survey/Site Plan
Attachment 2 – Applicant Responses to Variance Criteria
Attachment 3 – Current Condition Photographs
Attachment 4 – Examples of Existing Carports
Attachment 5 – Proof of mailed notice
Attachment 6 – Resolution

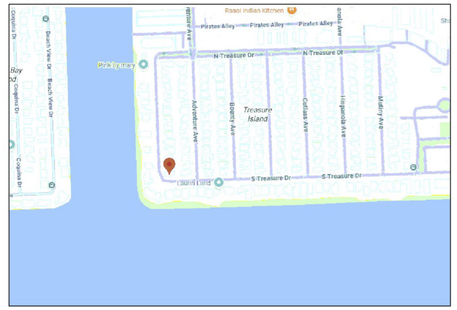
LEGAL DESCRIPTION

LOT 15, BLOCK 2, TREASURE ISLAND, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, PAGE(S) 67, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FLOOD ZONE: AE
COMMUNITY NUMBER: 120654
PANEL: 12086C0307 SUFFIX: L
BASE FLOOD ELEVATION: 8.0'
FIRM DATE: 09/11/2009
FIRM EFFECT./REV DATE: N/A



SCALE: 1"=20'



VICINITY MAP
NOT TO SCALE

LINE TABLE		
	BEARING	LENGTH
L1	N01°37'08"W	10.24'

CURVE TABLE			
	RADIUS	LENGTH	DELTA
C1	50.00'	78.27'	89°41'28"

(A)= POINT OF CURVATURE FOUND NAIL/DISC

LEGEND

U.E.	UTILITY EASEMENT
A/C	AIR CONDITIONER
B.F.P.	BACKFLOW PREVENTER
C.B.S.	CONCRETE BLOCK STRUCTURE
EL.	ELEVATION
F.F.	FINISHED FLOOR
I.D.	IDENTIFICATION
L	LENGTH
L.B.	LICENSED BUSINESS
M	MEASURED
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
O.R.B.	OFFICIAL RECORDS BOOK
P	PLAT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
P.R.M.	PERMANENT REFERENCE MONUMENT
PG.	PAGE
P.B.	PLAT BOOK
PK	PARKER KYLON NAIL
R	RADIUS
R/W	RIGHT OF WAY
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
℄	CENTERLINE
&	AND
#	NUMBER
Δ	DELTA OR CENTRAL ANGLE
	CONCRETE
	CHAIN LINK FENCE
	WOOD FENCE
	MISCELLANEOUS FENCE

DATE OF FIELD WORK: 03/27/2021
DATE OF MAP: 04/06/2026
REVISIONS:
1.DIMENSION CARPORT: 06-02-2026

NOTES:

1. LEGAL DESCRIPTION PROVIDE BY CLIENT
2. NO SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING TITLE WAS PERFORMED BY THIS OFFICE
3. NO SUBSURFACE IMPROVEMENTS WERE LOCATED AS PART OF THIS SURVEY
4. ALL ANGLES OR BEARINGS AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED
5. SOME FEATURES MAY NOT BE AT SCALE IN ORDER TO SHOW DETAIL.
6. THE BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH PROPERTY LINE, HAVING A BEARING OF S88°41'24"W.

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

DAVID G CUTLER CERTIFICATE NO. 5593 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

(SIGNED)

DAVID G CUTLER
PROFESSIONAL SURVEYOR AND MAPPER #5593

BOUNDARY SURVEY OF
1441 SOUTH TREASURE DRIVE, NORTH BAY VILLAGE, FL 33141
PREPARED FOR
JONATHAN OFFERMAN

Project	C-741712
Date	03-27-2026
Scale	1"=20'
Sheet	1 OF 1

6250 N. MILITARY TRAIL
SUITE 102
WEST PALM BEACH, FL 33407
www.compasssurveying.net
COMPASS SURVEYING
LB. 7463 PHONE: 561.640.4800 FAX: 561.640.0576

EVIDENCE THAT THE REQUEST COMPLIES WITH SUBSECTION 7.3.D. OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE

In your Letter of Intent, or separately, address how the Variance Application complies with the following criteria.

For the Planning and Zoning Board to recommend approval, and for the Village Commission to grant approval, of a variance request, both must make an affirmative finding with respect to all seven (7) of the following criteria:

1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.
   ANSWER: The lot is narrow 60 feet wide and 119 feet in length with only one parking area to park a car.

2. That the special circumstances and conditions were not self-created by any person having an interest in the property.
   ANSWER; North Bay Village was established in 1945 and 80 years ago I don't believe modern cars were taken in for consideration with the need fo protection from construction & weather debris.

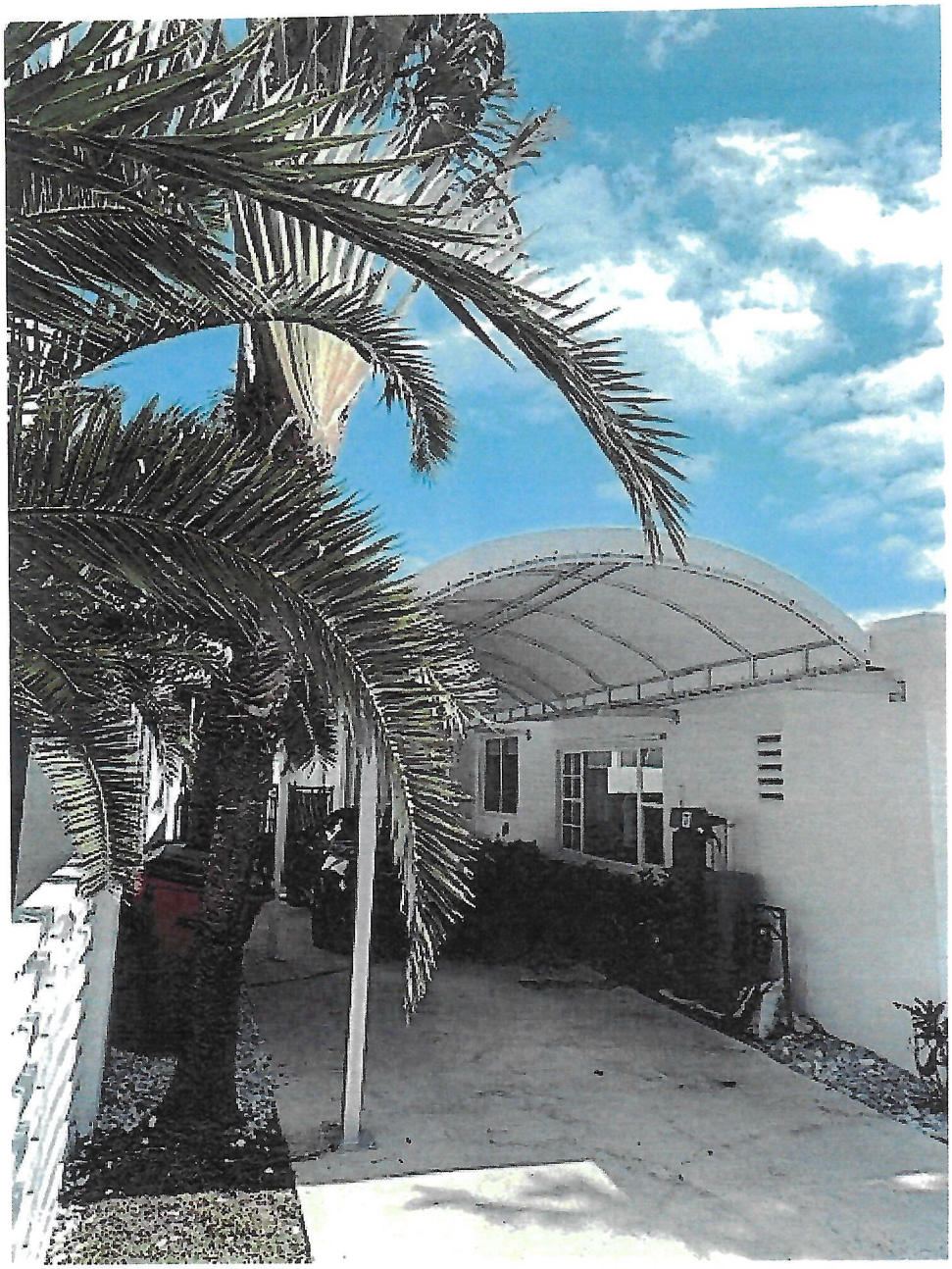
3. That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.
   ANSWER; The current zoning with a 7.5 foot set back from the neighboring lot line would not allow space enough for a canopy to cover regular size car. The Carport canopy cover is needed to protect car from flying objects from construction materials, debris during storms and from the sun.

4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.
   ANSWER: There are many homes in the Village of North Bay that have the same condition and have parking canopy's to cover cars.
   Four examples with address & see attached photos:
   7552 Buccaneer Avenue, 7513 Hispanola Avenue, 7553 Cutlass Avenue, 1509 Mutiny Avenue

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.
   ANSWER: I am asking for a 3.5 foot encouragement into setback that is the absolute least amount needed to allow for clearance for a canopy, and it does not affect any current landscaping on the property and 6 inches
   See attached photo of Carport at the subject address 1441 South Treasure Drive Carport

6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
   ANSWER: The carport canopy structure has no negative impact to the one neighbor or to public safety.
   The carport canopy does not block neighbors light, it's a positive for the neighbor as it allows for an additional layer of privacy besides the existing wooden fence separating the properties.

7. The variance request is not based exclusively upon a desire to reduce the cost of development.
   ANSWER: As to the physical constraints of the land, this is the only location for a carport cover canopy to protect the one parking space.



Jonathan Offerman
Tagwall | CEO
1745 Broadway, 8th fl
New York, NY 10019
917.710.0133
jofferman@tagwall.com
www.tagwall.com

Jon Offerman

From: Jon Offerman
Sent: Wednesday, February 25, 2026 2:25 PM
To: Jon Offerman
Subject: Pic








311


7309
Lic.#24BS00406

RESOLUTION NO. 2026-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JONATHAN OFFERMAN TO PERMIT A CARPORT AT THE PROPERTY LOCATED AT 1441 S TREASURE DR (FOLIO NO. 23-3209-009-0610) WITH A FRONT SETBACK OF NINETEEN (19) FEET WHERE TWENTY (20) FEET IS REQUIRED AND WITH A SIDE (INTERIOR) SETBACK OF THREE (3) FEET ONE (1) INCH WHERE SEVEN AND ONE-HALF (7.5) FEET IS REQUIRED; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jonathan Offerman (the “Applicant”) is requesting approval of a variance to allow a carport within the required front and side (interior) setbacks (the “Application”) for an existing single-family residential property located at 1441 S Treasure Dr, identified for real property tax purposes by folio number 23-3209-009-0610 (the "Property") pursuant to the provisions of Section 7.3 of the North Bay Village (the "Village") Unified Land Development Code (the “ULDC”); and

WHEREAS, the Property is zoned RS-2 Single Family Residential; and

WHEREAS, Section 8.10.B.5.b. of the ULDC requires that structures within the RS-2 zoning district must maintain a minimum side (interior) setback of seven and one-half (7.5) feet and a minimum front setback of twenty (20) feet; and

WHEREAS, the Applicant requests variances to allow the existing carport to maintain a reduced front setback of nineteen (19) feet and to allow a reduced side (interior) setback of three (3) feet one (1) inch in order to legalize the structure as constructed; and

WHEREAS, Section 7.3 of the ULDC provides criteria for the consideration and granting of variances; and

WHEREAS, upon reviewing the Application against the criteria of Section 7.3, Staff determined that the requested relief does not meet all the criteria provided in the above-referenced section, as required; and

WHEREAS, after a duly noticed public hearing held on _____, 2026 the Planning and Zoning Board voted to recommend [approval/approval, subject to conditions set forth and included below in Section 3/denial] of the Application; and

WHEREAS, the Village Commission, after a duly noticed public hearing held on _____, 2026 as required by law, based upon competent substantial evidence in the record, finds that the Application [meets/does not meet] the requirements of the Village Code; that the Application [is/is not] consistent with the Village's ULDC and Comprehensive Plan; that the variances [will/will not] be in harmony with the general purpose and intent of Section 8.10.B of the ULDC; and that the variances [will/will not] be injurious to the neighborhood or otherwise detrimental to the public welfare; and

WHEREAS, the Mayor and Village Commission further find 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. Findings. The Village Commission, after review of competent substantial evidence in the record and a duly noticed public hearing, hereby finds that the Application [meets/does not meet] the criteria set forth in Section 7.3 of the ULDC variances.

Section 3. Decision; Conditions. Pursuant to Section 8.10.B.5.b. of the ULDC, variances to allow a reduced front setback of nineteen (19) feet, where a minimum of twenty (20) feet is required, and to allow a side (interior) setback of three (3) feet one (1) inch where seven and one-half (7.5) feet is required, are hereby [approved/denied/approved, subject to the following conditions] for the property located at 1441 S Treasure Drive:

1. The granting of these variances shall be limited to the legalization of the existing carport as constructed, with a reduced front setback of 19 feet and a side (interior) setback of 3.1 feet. No additional encroachment or further reduction of required setbacks shall be permitted.

2. Permit Compliance. All required after-the-fact building permits shall be obtained, and the carport shall be inspected and approved in compliance with the Florida Building Code, the ULDC, and any other applicable regulations.

3. The property to which the variance applies shall be in strict conformance with the documentation submitted as part of the variance application, subject to any modifications required by these conditions.

4. No Expansion. Approval is limited to the existing carport and its current location. Any future enlargement or modification within the setback areas shall require separate review and approval.

5. All cost recovery charges pursuant to Section 5.12. must be paid prior to the issuance of a building permit.

6. Pursuant to Section 7.4 of the ULDC, the variance shall expire two (2) years from the date of final action by the Village Commission if no substantial construction has occurred in accordance with the approved plans.

7. The outstanding code enforcement case shall be resolved and all accrued fines and associated costs shall be paid in full.

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

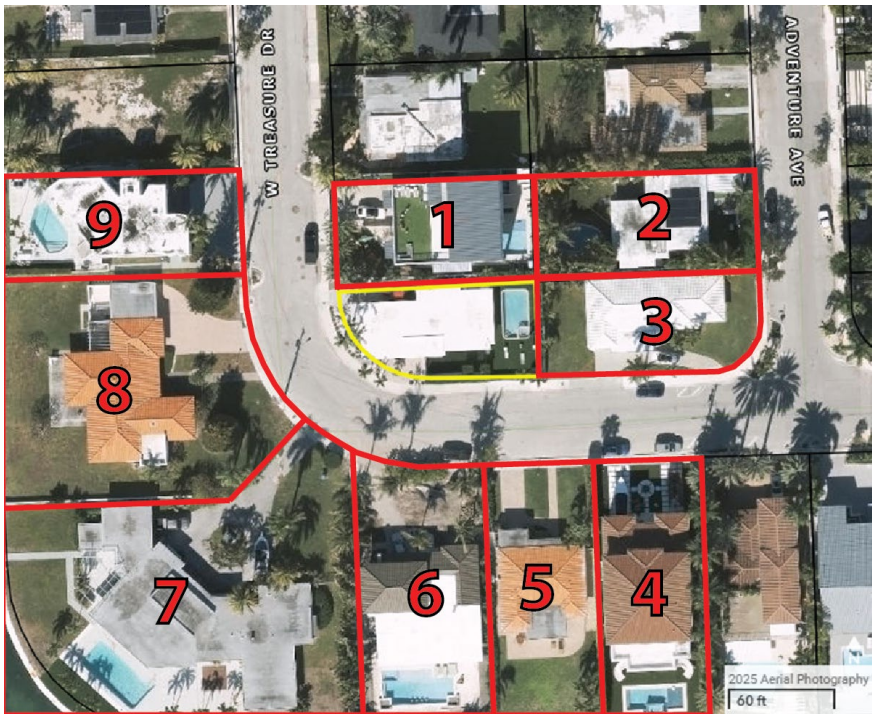
ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Mailed List of Property Owners



1. ONEISY LEIVA
   7505 W TREASURE DR
   NORTH BAY VILLAGE, FL 33141

2. EDOUARD HUC
   7504 ADVENTURE AVE
   NORTH BAY VILLAGE, FL 33141

3. LUZ STELLA CROSS
   1471 S TREASURE DR
   NORTH BAY VILLAGE, FL 33141

4. ANTHONY MARLOWE
   3090 S OCEAN BLVD
   LANTANA, FL 33462-6211

5. 1450 S TREASURE DR LLC
   C/O MITCHELL S POLANSKY PA
   999 BRICKELL AVE STE 600
   MIAMI, FL 33131

6. AHMED ELFEKI
   1440 S TREASURE DR
   NORTH BAY VILLAGE, FL 33141

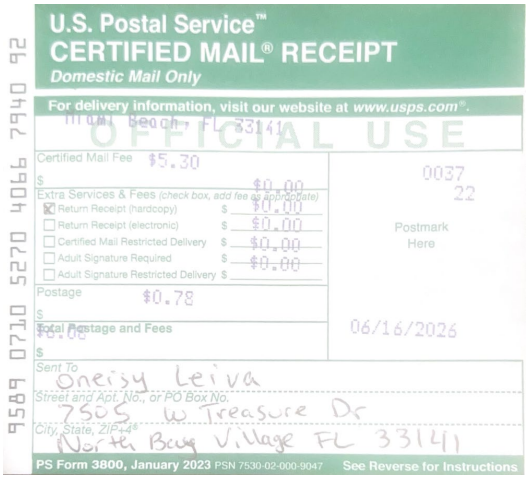
7. TREASURE DRIVE LLC
   2340 NE 48 CT
   LIGHTHOUSE POINT, FL 33064

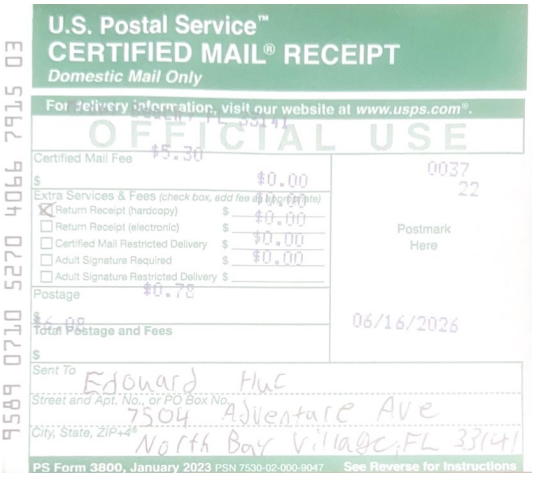
8. SHAHAB MAHIDASHTIZAD
   MARYAM MAHIDASHTIZAD
   7500 W TREASURE DR
   MIAMI, FL 33141

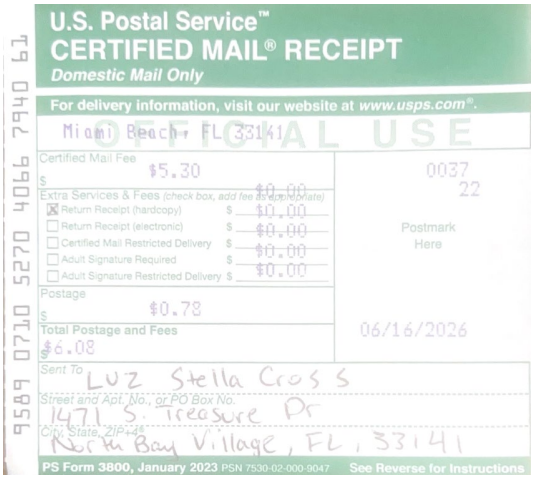
9. 7504 W TREASURE LLC
   7315 ALLEN DR
   HOLLYWOOD, FL 33024

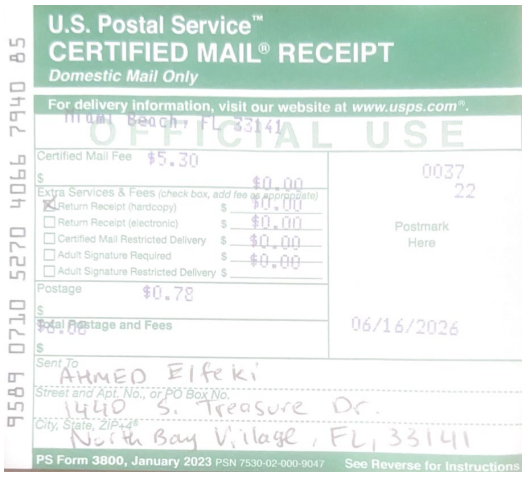

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Adult Signature Restricted Delivery $
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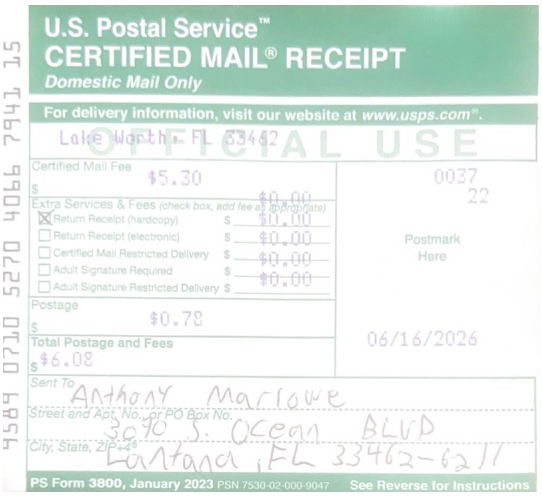

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Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.78
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Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.78
Total Postage and Fees
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Sent To Edouard Huc
Street and Apt. No., or PO Box No. 7504 Adventure Ave
City, State, ZIP+4® North Bay Village, FL 33141
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Adult Signature Required $0.00
Adult Signature Restricted Delivery $
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Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.78
Total Postage and Fees
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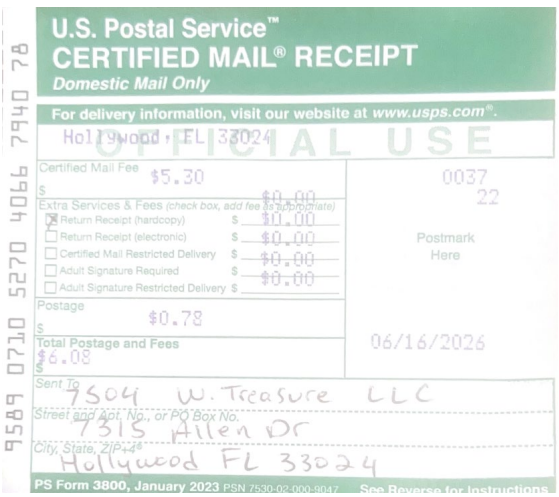
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Street and Apt. No., or PO Box No. 3970 S. Ocean BLVD
City, State, ZIP+4® Lantana, FL 33462-6211

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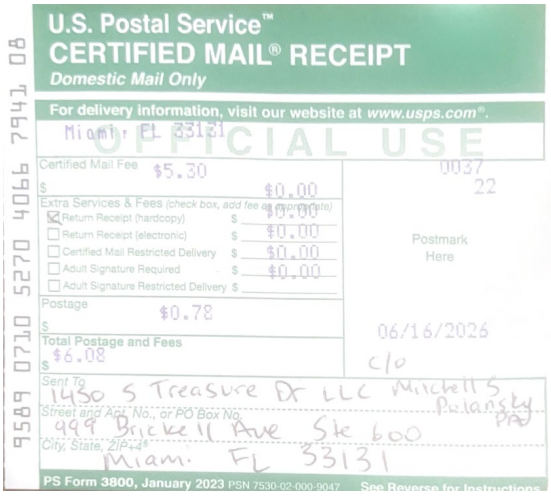
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Street and Apt. No., or PO Box No. 7315 Allen Dr
City, State, ZIP+4® Hollywood FL 33024

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☐ Adult Signature Required $0.00
☐ Adult Signature Restricted Delivery $
Postage $0.78
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06/16/2026

Sent To 1450 S Treasure Dr LLC c/o Mitchell S. Polansky, PA
Street and Apt. No., or PO Box No. 999 Brickell Ave Ste 600
City, State, ZIP+4® Miami, FL 33131

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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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 1, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE 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 VARIANCE APPLICATION BY JONATHAN OFFERMAN TO PERMIT A CARPORT AT THE PROPERTY LOCATED AT 1441 S TREASURE DR (FOLIO NO. 23-3209-009-0610) WITH A FRONT SETBACK OF NINETEEN (19) FEET WHERE TWENTY (20) FEET IS REQUIRED AND WITH A SIDE (INTERIOR) SETBACK OF THREE (3) FEET ONE (1) INCH WHERE SEVEN AND ONE-HALF (7.5) FEET IS REQUIRED; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: MEETING ID: 858 3784 9219
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT

A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC
VILLAGE CLERK

at (305) 375-5126 or visit our website at https://www.miamidade.gov/Apps/COB/CBASOnlinePublic/

Legal Ad - Planning & Zoning Board Meeting - July 1, 2026

North Bay Village | Publish Date: Jun 15, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JULY 1, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141 as follows:

Planning & Zoning Board	**Village Commission**
July 1, 2026, at 6:00 PM	July 28, 2026, at 6:00 PM

The purpose of the Public Hearings is to consider the following variance application for the subject location:

APPLICANT: Jonathan Offerman

LOCATION: 1441 S. Treasure Drive, North Bay Village, FL 33141

VARIANCE REQUEST: The Applicant seeks variance approval for the following:

1. To permit a carport structure with a front setback of nineteen (19) feet where (20) feet is required.

2. To permit a side (interior) setback of three (3) feet one (1) inch where seven and one-half (7.5) is required.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publicomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JULY 28, 2026, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JONATHAN OFFERMAN TO PERMIT A CARPORT AT THE PROPERTY LOCATED AT 1441 S TREASURE DR (FOLIO NO. 23-3209-009-0610) WITH A FRONT SETBACK OF NINETEEN (19) FEET WHERE TWENTY (20) FEET IS REQUIRED AND WITH A SIDE (INTERIOR) SETBACK OF THREE (3) FEET ONE (1) INCH WHERE SEVEN AND ONE-HALF (7.5) FEET IS REQUIRED; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
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FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

place at the Doral Central Park, 3005 NW 92nd Ave, Doral, FL 33172.

Notice of Public Meeting - Regular Commission Meeting - July 28, 2026

North Bay Village | Publish Date: Jul 14, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JULY 28, 2026, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Discussion of the Village Proposed Budget for 2026/2027 Fiscal Year - Village Manager, Frank Rollason

---

RECOMMENDATION

Discuss the proposed FY 2027 Budget, provide direction on the Village Manager's recommended and optional budget items, establish the proposed FY 2027 operating millage rate and debt service millage rate, and direct staff to certify the proposed millage rates to the Miami-Dade County Property Appraiser in accordance with the Truth in Millage (TRIM) requirements.

BACKGROUND AND ANALYSIS

On June 25, 2026, the Village Manager presented the proposed FY 2027 Budget during the Commission's Budget Workshop. The budget presentation is being resubmitted for the Commission's continued discussion. The only modification to the presentation is the addition of a summary slide outlining the Village Manager's recommended budget items, their associated millage impacts, and optional budget items for Commission consideration. The agenda packet also includes the proposed FY 2027 debt service millage calculation for the Village's General Obligation Bonds.

In accordance with Florida's Truth in Millage (TRIM) requirements, the Commission is required to certify the proposed FY 2027 operating millage rate and debt service millage rate to the Miami-Dade County Property Appraiser by August 4, 2026, for inclusion on the Notice of Proposed Property Taxes (TRIM Notice).

During this meeting, the Commission will review the Village Manager's recommended and optional budget items and provide direction on those items. Based on the Commission's decisions, the Commission will establish the proposed FY 2027 operating millage rate.

The Commission will also establish the proposed FY 2027 debt service millage rate. Based on the FY 2027 certified taxable value and the Village's annual debt service requirements for its General Obligation Bonds, the proposed debt service millage rate is 3.4098 mills.

The proposed operating millage rate and debt service millage rate established by the Commission will represent the maximum rates that may be advertised and considered during the FY 2027 budget adoption process. During the required public hearings in September, the Commission may adopt millage rates that are equal to or lower than the proposed rates; however, the rates may not be increased above those certified for the TRIM Notice.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

The Commission's direction will establish the proposed FY 2027 operating millage rate and debt service millage rate for certification to the Miami-Dade County Property Appraiser as part of the TRIM process. The operating millage rate will determine the level of General Fund revenues available to support the FY 2027 operating budget. The proposed debt service millage rate of 3.4098 mills will generate the ad valorem revenues necessary to fund the Village's FY 2027 debt service obligations for its General Obligation Bonds.

PERSONNEL IMPACT

Commission direction on the proposed millage rate may affect the funding of personnel-related items included in the FY 2027 Proposed Budget, including vacant positions, compensation adjustments, and other staffing initiatives.

ATTACHMENTS

FY2026-2027 Proposed Budget.pdf
FY 2027 Budget - Operating Millage Rate.pdf

FY 2026-27

BUDGET WORKSHOP 06-25-2026

NORTH BAY VILLAGE, FLORIDA



Fund Balance

General Fund	FY 2025-2026 ADOPTED BUDGET	FY 2026-2027 PROPOSED BUDGET	
Beginning Emergency Fund Balance	$ 2,342,910		TBD
Beginning Restricted Fund Balance for Village Hall Contribution Fees	$ 4,528,259	$ -	
Beginning Unassigned Fund Balance	$ 5,099,617		TBD
Total Revenues	$ -	$ 14,070,191	
Total Operating Expenditures	$ -	$ (13,225,202)	
Total Capital Outlay	$ (188,032)		
Total Debt for Sakura	$ (198,486)	$ (194,982)	
Transfer to Capital Projects Fund	$ (3,990,993)	$ -	
Transfer to Street Maintenance Fund	$ (489,312)	$ (492,816)	
Restricted for Development Impact Fees	$ (4,528,259)	$ -	
Restricted for Police Forfeiture	$ (1,583,662)	$ -	
Transfer to Transportation Fund	$ (142,900)	$ (157,190)	
Transfer to Building Fund	$ -	$ -	
Ending Fund Balance, Not Restricted, for General Fund			
20% of Operating Expenditures Assigned for Emergency Fund Balance	**$ -**	**$ (2,645,040)**	
DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET			
FY 2026-2027 PROPOSED MILLAGE RATE		***5.7062***	

I. Revenues - Summary

	REVENUES - INITIAL	FY 2025-2026 ADOPTED BUDGET 9/29/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / (DECREASE) ADOPTED 2026 / PROPOSED 2027
a.	Ad Valorem Taxes	$ 9,889,106	$ 10,245,482	$ 356,376
b.	Franchise Fees	$ 581,500	$ 535,000	$ (46,500)
c.	Utility Service Tax	$ 888,500	$ 911,000	$ 22,500
d.	Licenses & Permits	$ 937,300	$ 893,800	$ (43,500)
e.	Intergovernmental Revenue	$ 1,151,500	$ 1,097,000	$ (54,500)
f.	Charges for General Services	$ 110,650	$ 100,680	$ (9,970)
g.	Fines & Forfeitures	$ 183,700	$ 187,000	$ 3,300
h.	Miscellaneous Revenue	$ 117,500	$ 100,229	$ (17,271)
k.	Appropriation of Fund Balance	$ -		$ -
l.	**Total Operating Revenues**	**$ 13,859,756**	**$ 14,070,191**	**$ 210,435**
m.	Interfund Transfers	$ 513,774	$ -	$ -
	TOTAL GENERAL FUND REVENUE	**$ 14,373,530**	**$ 14,070,191**	**$ (303,339)**
	DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET			
	FY 2026-2027 PROPOSED MILLAGE RATE			***5.7062***

Revenue Sources

Ad Valorem Taxes		FY 2025-2026 ADOPTED BUDGET 9/29/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / (DECREASE) ADOPTED 2026 / PROPOSED 2027
a.	Ad Valorem Taxes	$ 9,889,106	$ 10,245,482	$ 356,376
Total Ad Valorem Taxes		**$ 9,889,106**	**$ 10,245,482**	**$ 356,376**

Franchise Fees		FY 2025-2026 ADOPTED BUDGET 9/29/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / (DECREASE) ADOPTED 2026 / PROPOSED 2027
a.	Sanitation Franchise Fee	$ 1,000	$ 1,000	$ -
b.	Electric Franchise Fee	$ 550,000	$ 520,000	$ (30,000)
c.	Gas Franchise Fee	$ 12,000	$ 14,000	$ 2,000
d.	US Postal Service Franchise Fee	$ 18,500	$ -	$ (18,500)
Total Franchise Fees		**$ 581,500**	**$ 535,000**	**$ (46,500)**

Utility Service Tax		FY 2025-2026 ADOPTED BUDGET 9/29/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / (DECREASE) ADOPTED 2026 / PROPOSED 2027
a.	Electric Utility Tax	$ 700,000	$ 720,000	**$ 20,000**
b.	Fuel, Gas & Oil Utility Tax	$ 13,500	$ 16,000	**$ 2,500**
c.	Communication Service Tax	$ 175,000	$ 175,000	$ -
Total Utility Service Tax		**$ 888,500**	**$ 911,000**	**$ 22,500**

Revenue Sources-Continued

Licenses, Permits & Fees		FY 2025-2026 ADOPTED BUDGET 9/29/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / (DECREASE) ADOPTED 2026 / PROPOSED 2027
a.	Parking Fees	$ 350,000	$ 160,000	$ (190,000)
b.	Parking Fees - Pay By Phone	$ 57,000	$ 50,000	$ (7,000)
c.	Parking Fees - 7918 WD	$ 60,000	$ 80,000	$ 20,000
d.	Impact Fees - Police		$ -	$ -
e.	Impact Fees - Administrative Charge	$ 700	$ -	$ (700)
f.	Community Contribution Fees	$ 50,000	$ 30,000	$ (20,000)
g.	Registration Fees	$ 1,000	$ 1,000	$ -
h.	Other Permit Services	$ 1,500	$ 1,500	$ -
i.	Local Business Tax Receipts-Village	$ 80,000	$ 80,000	$ -
j.	Certificate of Use	$ 3,000	$ 1,300	$ (1,700)
k.	Special Off-Duty Detail Income	$ 319,000	$ 400,000	$ 81,000
l.	Variance Fees	$ 100		$ (100)
m.	Special Events Permits	$ 5,000	$ 80,000	$ 75,000
n.	Administrative Processing Fee	$ 10,000	$ 10,000	$ -
Total Licenses & Fees		**$ 937,300**	**$ 893,800**	**$ (43,500)**

Intergovernmental Revenues		FY 2025-2026 ADOPTED BUDGET 9/29/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / (DECREASE) ADOPTED 2026 / PROPOSED 2027
a.	State Revenue Sharing	$ 290,000	$ 260,000	$ (30,000)
b.	Alcohol Beverage License	$ 6,000	$ 6,000	$ -
c.	Local 1/2 Cent Sales Tax	$ 845,000	$ 825,000	$ (20,000)
d.	Other Financial Assistance-Federal Sources	$ -		$ -
e.	State Grants	$ -		$ -
f.	State Grants HVE Overtime Grant	$ -		$ -
g.	Business Tax - County	$ 10,500	$ 6,000	$ (4,500)
Total Intergovernmental Revenue		**$ 1,151,500**	**$ 1,097,000**	**$ (54,500)**

Revenue Sources-Continued

Charges for General Services		FY 2025-2026 ADOPTED BUDGET 9/29/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / (DECREASE) ADOPTED 2026 / PROPOSED 2027
a.	Record Research and Review (Lien Search)	$ 22,500	$ 30,000	$ 7,500
b.	Passport Fees	$ 8,000	$ -	$ (8,000)
c.	U.S. Postage	$ -	$ -	$ -
d.	Short-Term Vacation Rental	$ 35,000	$ 26,000	$ (9,000)
e.	Advertising/Bus Stop	$ 3,500	$ 4,680	$ 1,180
f.	Competitive Soccer League Fee	$ 26,000	$ 40,000	$ 14,000
g.	Crime Watch Community Policing	$ -		$ -
h.	Youth Sports Programs Fees (Mentoring for Youth Initiative)	$ 15,650		$ (15,650)
Total Charges for General Services		**$ 110,650**	**$ 100,680**	**$ (9,970)**

Fines & Forfeitures		FY 2025-2026 ADOPTED BUDGET 9/29/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / (DECREASE) ADOPTED 2026 / PROPOSED 2027
a.	Court Fines	$ 67,000	$ 70,000	$ 3,000
b.	Police Education	$ 1,200	$ 2,000	$ 800
c.	Code Enforcement Revenue	$ 115,000	$ 115,000	$ -
d.	Traffic Safety System	$ 500	$ -	$ (500)
e.	Restricted State Forfeiture Fund Received	$ -	$ -	$ -
Total Fines & Forfeitures Revenues		**$ 183,700**	**$ 187,000**	**$ 3,300**

Revenue Sources-Continued

Miscellaneous Revenues		FY 2025-2026 ADOPTED BUDGET 9/29/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
a.	Administrative Fee for Off-Duty Detail	$ 12,000	$ 30,000	$ 18,000
b.	Traffic Safety System	$ -	$ -	$ -
c.	Interest Earnings	$ 5,000	$ 5,000	$ -
d.	Sales of Surplus Equipment	$ 1,000	$ 1,000	$ -
e.	Contributions & Donations	$ 5,000	$ 10,000	$ 5,000
f.	Other Miscellaneous Revenues	$ 53,000	$ 45,729	$ (7,271)
g.	Reimbursement - Insurance Claims	$ -	$ -	$ -
h.	Reimbursement - School Crossing Guard	$ 2,500	$ 1,500	$ (1,000)
i.	Hurricane / Disaster Emergency	$ -		$ -
j.	Mileage -Take Home Vehicles	$ 29,000		$ (29,000)
k.	Debt Proceeds	$ -		$ -
l.	Subscriptions	$ -		$ -
m.	Lobbyist Registration	$ 10,000	$ 7,000	$ (3,000)
n.	NBV Chamber of Commerce	$ -		$ -
Total Miscellaneous Revenues		**$ 117,500**	**$ 100,229**	**$ (17,271)**
Appropriation of Unassigned Fund Balance		$ -		$ -
Appropriation of Restricted Fund Balance to Transfer to Capital Projects		$ -		$ -
Appropriation of Restricted Fund Balance - Police Forfeiture (State & Federal)		$ -		$ -
Interfund Transfers from Transportation Fund		$ 513,774	$ -	$ (513,774)
Total General Fund Revenues		**$ 14,373,530**	**$ 14,070,191**	**$ (303,339)**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

FY 2026-2027 PROPOSED MILLAGE RATE

II. Expenditures

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
A	Village Commission	$ 42,984	$ 17,359	$ (25,624)
B	Village Manager	$ 101,850	$ 102,935	$ 1,085
C	Human Resources	$ 134,954	$ 136,837	$ 1,883
D	Village Clerk	$ 189,103	$ 257,513	$ 68,410
E	Legal Services	$ 304,503	$ 313,031	$ 8,528
F	Finance	$ 413,870	$ 548,061	$ 134,191
G	Information Technology	$ 337,387	$ 366,895	$ 29,508
H	General Government	$ 1,441,862	$ 1,825,830	$ 383,968
I	Police	$ 8,447,167	$ 8,330,058	$ (117,109)
J	Code Compliance	$ 216,268	$ 228,355	$ 12,087
K	Community Engagement - Merged department P&R and COMM	$ 428,673	$ 1,098,328	$ 669,655
L	Debt-Sakura Refinance	$ 199,309	$ 194,982	$ (4,327)
M	Transfer to Transportation Fund	$ 142,900	$ 157,190	$ 14,290
N	Transfer to Street Maintenance Fund-(GAS TAX)	$ -	$ 492,816	$ 492,816
O	Transfer to Building Fund	$ -	$ -	$ -
P	Transfer to Capital Projects Fund	$ -	$ -	$ -
Q	Transfer to Capital Projects Fund GOB	$ -	$ -	$ -
R	Transfer H.I. Parking Fees to Transportation Fund	$ -	$ -	$ -
S	**TOTAL GENERAL FUND EXPENDITURES (Sub-Total)**	**$ 12,400,829**	**$ 14,070,190**	**$ 1,669,361**
T	Revenues over (under) Expenditures (Change in fund Balance)	$ 1,972,701	$ 0	$ -
	TOTAL GENERAL FUND EXPENDITURES	**$ 14,373,530**	**$ 14,070,191**	**$ (303,339)**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

FY 2026-2027 PROPOSED MILLAGE RATE 5.7062

III. MILLAGE RATE

a.	**FY 2026-2027 PROPOSED MILLAGE RATE**	
b.	Total Revenues Less Ad Valorem	3,824,709
c.	Interfund Transfer	-
d.	Ad Valorem needed @ 95%	10,245,482
e.	**TOTAL REVENUES**	**14,070,190**
	Revenues over Expenditures	
f.	**TOTAL EXPENDITURES**	**14,070,190**
g.	Total Taxable Value	$1,890,000,000
h.	95% Taxable Value	$1,795,500,000
i.	95% Taxable Divided by $1,000	$1,795,500

FY 2026-2027 PROPOSED MILLAGE RATE	***5.7062***

A. Village Commission

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
VILLAGE COMMISSION DEPARTMENT				
1	Position 1: **Village Mayor** (1)	$ 7,800	$ 7,800	$ -
2	Position 2: **Village Vice Mayor** (1)	$ 6,300	$ 6,300	$ -
3	Position 3: **Village Commissioners** (3)	$ 18,900	$ 18,900	$ -
4	*FICA 7.65% 5 POSITIONS*	$ 2,525	$ 2,525	$ -
5	*Workers Comp.*	$ 43	$ 43	$ -
6	Cost Allocation	$ (61,614)	$ (32,239)	$ 29,376
7	Legal-Defense Expense for Mayor & Commission	$ 25,000	$ -	$ (25,000)
8	Travel, Conferences and Meetings-N.B.I. Commissioner	$ -	$ -	$ -
9	Travel, Conferences and Meetings-At Large Commissioner	$ 4,000	$ -	$ (4,000)
10	Travel, Conferences and Meetings-T.I. Commissioner	$ 4,000	$ -	$ (4,000)
11	Travel, Conferences and Meetings-H.I. Commissioner	$ -	$ -	$ -
12	Travel, Conferences and Meetings-Mayor	$ 4,000	$ 4,000	$ -
13	**Telephone Services - $0 (moved to IT)**			
	Mayor	$ 1,200	$ -	$ (1,200)
	Vice Mayor	$ 1,200	$ -	$ (1,200)
	Commissioner	$ 1,200	$ -	$ (1,200)
	Commissioner	$ 1,200	$ -	$ (1,200)
	Commissioner	$ 1,200	$ -	$ (1,200)

A. Village Commission

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
14	**Dues, Subscriptions & Memberships**			
	National League of Cities	$ 1,314	$ 1,314	$ -
	FL League of Cities Annual Membership	$ 1,371	$ 1,371	$ -
	FL League of Cities Quality City Subscription	$ 20	$ 20	$ -
	NBV Chamber of Commerce	$ 2,000	$ 2,000	$ -
	FL League of Mayors	$ -	$ -	$ -
	Miami Herald	$ -	$ -	$ -
	Miami Beach Chamber of Commerce	$ -	$ -	$ -
	MDCLC Best Practice Conference 5 members x $125	$ 625	$ 625	$ -
	Miami Dade County League of Cities (MDCLC) GALA Sponsorship	$ 10,000	$ -	$ (10,000)
	MDCLC Membership	$ 1,200	$ 1,200	$ -
15	Community Special Events Sponsored by Mayor	$ 3,000	$ 3,000	$ -
16	Community Special Events Sponsored by At Large Commissioner	$ 3,000	$ -	$ (3,000)
17	Community Special Events Sponsored by N.B.I. Commissioner	$ -	$ -	$ -
18	Community Special Events Sponsored by T.I. Commissioner	$ 3,000	$ -	$ (3,000)
19	Community Special Events Sponsored by H.I Commissioner	$ -	$ -	$ -
20	Donations	$ 500	$ 500	$ -
21	Contingency	$ -		$ -
Village Commission Total		**$ 42,984**	**$ 17,359**	**$ (25,624)**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

B. Village Manager

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
VILLAGE MANAGER DEPARTMENT				
1	Position 1: **Village Manager** (FR)	$ 187,412	$ 187,412	$ 187,412
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Additional Benefits: (Cell Phone Stipend)	$ 1,200	$ -	$ (1,200)
	FICA 7.65%	$ 14,337	$ 14,337	$ -
	Benefits: Life & Disability	$ 2,250	$ 2,250	$ -
	Retirement	$ 62,296	$ 64,695	$ 2,399
	Workers Compensation	$ 268	$ 295	$ 27
2	Position 2: **Deputy Manager / Director of Human Resources** (JR) 50%	$ 85,000	$ 85,000	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	FICA 7.65%	$ 6,503	$ 6,503	$ -
	Retirement	$ 14,127	$ 29,342	$ 15,215
	Benefits: Health & Dental, Life & Disability	$ 7,154	$ 9,528	$ 2,374
	Workers Compensation	$ 124	$ 136	$ 12
3	Vehicle Lease	$ 9,444	$ 9,444	$ -
4	Cost Allocation to Utilities	$ (219,615)	$ (226,458)	$ (6,843)
5	Cost Allocation to Building	$ (76,025)	$ (82,348)	$ (6,323)
6	Gas & Oil	$ 1,000	$ 800	$ (200)
7	Travel, Conferences & Meetings	$ 4,000	$ 2,000	$ (2,000)
8	Dues, Subscriptions & Memberships ICMA / FCCMA / MDCCMA	$ 2,375	$ -	$ (2,375)
Village Manager Total		**$ 101,850**	**$ 102,935**	**$ 1,086**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

C. Human Resources

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
HUMAN RESOURCES DEPARTMENT				
1	Position 1: **Deputy Manager / Director of Human Resources** (JR) 50%	$ 85,000	$ 85,000	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Additional Benefits: ()	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	FICA 7.65%	$ 6,503	$ 6,503	$ -
	Retirement	$ 28,254	$ 29,342	$ 1,088
	Benefits: Health & Dental, Life & Disability	$ 14,308	$ 16,454	$ 2,146
	Workers Compensation	$ 124	$ 150	$ 26
2	Position 2: **Assistant Director of Human Resource** (AR)	$ 75,000	$ 80,000	$ 5,000
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Additional Benefits:	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	FICA 7.65%	$ 5,738	$ 6,120	$ 383
	Retirement	$ 10,523	$ 11,656	$ 1,133
	Benefits: Health & Dental, Life & Disability	$ 23,821	$ 27,394	$ 3,573
	Workers Compensation	$ 118	$ 130	$ 12
3	Cost Allocation to Utilities	$ (169,090)	$ (174,374)	$ (5,284)
4	Cost Allocation to Building	$ (36,644)	$ (37,537)	$ (893)
5	Professional Services (ADP Payroll/HR Software)	$ 56,000	$ 56,000	$ -
6	Contract Services (Pre-Employment)	$ 6,000	$ 6,000	$ -

C. Human Resources

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
7	**Employee Events: $13,500**			
	Miscellaneous Employee Events (Flower Baskets, Birthday Celebrations, Retirements)	$ 4,100	$ -	$ (4,100)
	Holiday Celebration	$ 6,000	$ 6,000	$ -
	Holiday Gift Cards	$ 7,500	$ 7,500	$ -
8	Advertisement / Recruitment	$ 2,000	$ 2,000	$ -
9	Travel, Conferences & Meetings	$ 2,000	$ 2,000	$ -
10	**Dues, Subscriptions & Memberships (PSHRA): $3,000**			
	Deputy Manager/ Director of Human Resources (PSHRA, IPMA, SHRM)	$ 3,000	$ 3,000	$ -
11	**Education & Training : $3,500**			
	Deputy Manager / Director of Human Resources	$ 1,750	$ 1,750	$ -
	Assistant Director of Human Resources	$ 1,750	$ 1,750	$ -
12	**Uniform**	$ 1,200	$ -	$ (1,200)
Human Resources Total		**$ 134,954**	**$ 136,837**	$ 1,883

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

D. Village Clerk

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
VILLAGE CLERK DEPARTMENT				
1	Position 1: **Village Clerk** (1)	$ 161,960	$ 161,960	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: ()	$ -	$ -	$ -
	FICA 7.65%	$ 12,390	$ 12,390	$ -
	Retirement	$ 53,836	$ 55,909	$ 2,073
	Benefits: Health & Dental, Life & Disability	$ 24,323	$ 28,147	$ 3,824
	Workers Compensation	$ 226	$ 249	$ 23
2	Position 2: **Assistant to the Village Clerk** (1)	$ 65,396	$ 75,000	$ 9,604
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Additional Benefits:	$ -	$ -	$ -
	FICA 7.65%	$ 5,003	$ 5,738	$ 735
	Retirement	$ 9,175	$ 10,928	$ 1,753
	Longevity	$ -	$ -	$ -
	Benefits: Health & Dental, Life & Disability	$ 16,067	$ 19,351	$ 3,284
	Workers Compensation	$ 91	$ 100	$ 9
3	Position 2: **Records Clerk** (Vacant)	$ -	$ 65,000	$ 65,000
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Additional Benefits:	$ -	$ -	$ -

D. Village Clerk

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
	FICA 7.65%	$ -	$ 4,973	$ 4,973
	Retirement	$ -	$ 9,471	$ 9,471
	Longevity	$ -	$ -	$ -
	Benefits: Health & Dental, Life & Disability	$ -	$ 19,351	$ 19,351
	Workers Compensation	$ -	$ 100	$ 100
4	Cost Allocation to Utilities	$ (162,392)	$ (221,108)	$ (58,716)
5	Cost Allocation to Building	$ (41,627)	$ (56,749)	$ (15,122)
6	Compensated Absences (moved to General Gov)	$ -	$ -	$ -
7	**Ordinance Codification**			
	Annual Subscription	$ 2,500	$ 2,500	$ -
	Administrative Support Fee	$ 275	$ 275	$ -
	Code Clean Up (Only if Needed)	$ 8,000	$ 8,000	$ -
	Codify Revisions to Entire Village Code	$ 4,500	$ 4,500	$ -
8	**Professional Services**			
	Document Scanning	$ -	$ 15,000	$ 15,000
	Shredd Monkeys	$ 3,000	$ 3,000	$ -
	Printing on the Mark	$ 3,000	$ 3,500	$ 500
9	Election Expense	$ 5,000	$ 7,000	$ 2,000
	Postage	$ 2,500	$ 3,000	$ 500
10	**Legal Advertising**			
	Miami Dade County Legal Ads-4 license Users	$ 3,000	$ 3,000	$ -
	Special Advertising	$ 6,000	$ 9,000	$ 3,000
11	**Travel, Conferences & Meetings**			

D. Village Clerk

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
	FAU Records Management Training	$ -	$ -	$ -
	IIMC Conference (Registration & Lodging)	$ -	$ -	$ -
	FAAC Conference (Registration & Lodging)	$ 3,000	$ 3,000	$ -
	FABTO Conference Business Tax Receipts	$ -	$ -	$ -
	FRMC Conference Records management	$ -	$ -	$ -
	Other Conferences & Meetings	$ 500	$ 500	$ -
12	**Telephone Services: moved to IT Dept**			
	Village Clerk	$ -	$ -	$ -
	Assistant Village Clerk	$ -	$ -	$ -
13	**Dues, Subscriptions & Memberships**			
	Miami-Dade County Municipal Clerks	$ 150	$ 200	$ 50
	FL Association of City Clerks	$ 350	$ 350	$ -
	FL Association of Business Tax Receipts	$ 75	$ 75	$ -
	International Institute of Municipal Clerks	$ 390	$ 390	$ -
	Municipal Code Corporation-Annual Subscriptions for General & Unified Land Development Code	$ 2,175	$ 2,175	$ -
	Other Dues & Memberships	$ -	$ -	$ -
	FL Association of Records Management	$ 240	$ 240	$ -
14	Education & Training	$ -	$ -	$ -
15	Office Equipment / Advertising Software	$ -	$ 1,000	$ 1,000
Village Clerk Department Total		**$ 189,103**	**$ 257,513**	**$ 68,410**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

E. Legal Services

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / (DECREASE) ADOPTED 2026 / PROPOSED 2027
LEGAL SERVICES DEPARTMENT				
1	Labor-Collective Bargaining /Labor Employment	$ 25,000	$ 25,000	$ -
2	Other Legal Services	$ 100,000	$ 100,000	$ -
3	Cost Allocation to Utilities	$ (259,422)	$ (266,690)	$ (7,268)
4	Cost Allocation to Building	$ (78,575)	$ (80,779)	$ (2,204)
5	Village Attorney Annual Contract	$ 360,000	$ 378,000	$ 18,000
6	Village Attorney Litigation	$ 150,000	$ 150,000	$ -
7	Code Enforcement Special Master	$ 7,500	$ 7,500	$ -
Legal Services Total		**$ 304,503**	**$ 313,031**	**$ 8,528**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

F. Finance

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
FINANCE DEPARTMENT				
1	Position 1: **Chief Financial Officer** (SS)	$ 165,000	$ 185,000	$ 20,000
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Additional Benefits: ()	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	FICA 7.65%	$ 12,623	$ 14,153	$ 1,530
	Retirement	$ 54,846	$ 63,862	$ 9,016
	Benefits: Health & Dental, Life & Disability	$ 28,615	$ 32,907	$ 4,292
	Workers Compensation	$ 230	$ 253	$ 23
2	Position 2: **Controller** (MG)	$ -	$ 140,000	$ 140,000
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Additional Benefits:	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	FICA 7.65%	$ -	$ 10,710	$ 10,710
	Retirement	$ -	$ 20,398	$ 20,398
	Benefits: Health & Dental, Life & Disability	$ -	$ 32,907	$ 32,907
	Workers Compensation	$ 296	$ 326	$ 30

F. Finance

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
3	Position 3: **Grants & Procurement Accountant** (AR)	$ 91,540	$ 91,540	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits:	$ -	$ -	$ -
	FICA 7.65%	$ 7,003	$ 7,003	$ -
	Retirement	$ 12,843	$ 13,337	$ 494
	Benefits: Health & Dental, Life & Disability	$ 22,235	$ 25,570	$ 3,335
	Workers Compensation	$ 161	$ 177	$ 16
4	Position 4: **Accountant** (AC)	$ 92,289	$ 92,289	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits:	$ -	$ -	$ -
	FICA 7.65%	$ 7,060	$ 7,060	$ -
	Retirement	$ 12,948	$ 13,447	$ 499
	Benefits: Health & Dental, Life & Disability	$ 24,185	$ 27,813	$ 3,628
	Workers Compensation	$ 130	$ 143	$ 13

F. Finance

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
5	Position 5: **Accountant** (IL)	$ 58,240	$ 58,240	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: Health Stipend	$ 4,800	$ -	$ (4,800)
	FICA 7.65%	$ 4,823	$ 4,455	$ (367)
	Retirement	$ 8,171	$ 8,486	$ 315
	Benefits: Health & Dental, Life & Disability	$ 15,684	$ 18,037	$ 2,353
	Workers Compensation	$ 84	$ 92	$ 8
6	Overtime	$ 9,000	$ 5,000	$ (4,000)
7	Cost Allocation to Utilities	$ (277,198)	$ (363,718)	$ (86,520)
8	Cost Allocation to Building	$ (79,057)	$ (103,746)	$ (24,689)
9	Professional Services	$ 135,000	$ 135,000	$ -
10	Travel, Conferences and Meetings	$ -	$ 2,000	$ 2,000
11	**Dues, Subscriptions Memberships**		$ -	
	FGFOA Annual Dues	$ 1,470	$ 1,470	$ -
	GFOA Annual Dues/Annual Certifications	$ 850	$ 850	$ -
12	Education & Training	$ -	$ 3,000	$ 3,000
Finance Total		**$ 413,870**	**$ 548,061**	**$ 134,191**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

G. Information Technology Services

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
INFORMATION TECHNOLOGY SERVICES				
1	Position 1: **Chief Information Officer** (1)	$ 145,605	$ 145,605	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits:(Cell Stipend)	$ -	$ -	$ -
	FICA 7.65%	$ 11,139	$ 11,139	$ -
	Retirement	$ 48,399	$ 50,263	$ 1,864
	Benefits: Health & Dental, Life & Disability	$ 34,804	$ 40,025	$ 5,221
	Workers Compensation	$ 203	$ 223	$ 20
2	Position 2: **IT Technician New Position** (1)	$ -	$ 75,000	$ 75,000
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits:	$ -	$ -	$ -
	FICA 7.65%	$ -	$ 5,738	$ 5,738
	Retirement	$ -	$ 10,928	$ 10,928
	Benefits: Health & Dental, Life & Disability	$ -	$ 18,983	$ 18,983
	Workers Compensation	$ -	$ 223	$ 223
3	*Cost Allocation to Utilities*	$ (350,193)	$ (381,125)	$ (30,932)
4	*Cost Allocation to Building*	$ (70,780)	$ (76,926)	$ (6,146)

G. Information Technology Services

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
5	**Contract Services Data Processing**			
	EASYVOTE SOFTWARE (VILLAGE CLERK)	$ 1,500	$ 2,000	$ 500
	LASERFICHE SOFTWARE (VILLAGE CLERK)	$ 8,225	$ 8,282	$ 57
	GRANICUS-PEAK AGENDA MANAGEMENT (VILLAGE CLERK)	$ 8,000	$ 11,545	$ 3,545
	MDC LEGAL ADS - CLERK OF COURTS (VILLAGE CLERK)	$ 3,000	$ 3,150	$ 150
	OFFICE 365 PRO / COPILOT PRO (MULTIPLE DEPTS)	$ 30,560	$ 32,000	$ 1,440
	MUNICODE-ONLINE CODE HOSTING (VILLAGE CLERK)	$ 2,675	$ 2,675	$ -
	MOTOROLA SOLUTIONS ONLINE MAP CRIME (POLICE)	$ 750	$ -	$ (750)
	DUO SECURITY (POLICE DEPT)	$ 1,040	$ 1,400	$ 360
	AMSIG-MESSAGE BOARD (POLICE DEPT)	$ 1,000	$ 1,000	$ -
	POWER DMS-ACCREDITATION SOFTWARE & POLICY MGR (POLICE)	$ 31,300	$ 37,000	$ 5,700
	POWER POLICY-SOFTWARE & POLICY MGR (HR)	$ 3,200	$ 3,200	$ -
	LEXISNEXIS INVESTIGATE SOFTWARE (POLICE)	$ 11,000	$ 7,600	$ (3,400)
	CISCO (POLICE)	$ 750	$ 750	$ -
	GREENRADIUS LICENSE & ANNUAL SUPPORT (POLICE)	$ 1,400	$ 1,400	$ -
	QUALITY RECORDING SOLUTIONS (POLICE DISPATCH)	$ 1,200	$ 1,200	$ -
	VIGILANT LPR MAINTENANCE (POLICE)	$ 6,050	$ 6,050	$ -
	CIS - POLICE DISPATCH SOFTWARE (POLICE DISPATCH)	$ 43,000	$ -	$ (43,000)
	CLEARVIEW RECOGNITION (POLICE DISPATCH)	$ 5,000	$ 6,500	$ 1,500
	ELEMENTOR-WEBSITE SOFTWARE (COMMUNICATIONS)	$ 200	$ 350	$ 150
	DAMEWARE REMOTE SUPPORT/CONTROL (IT)	$ 1,120	$ -	$ (1,120)

G. Information Technology Services

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
	NBV FIREWALL - ANTIVIRUS - MALWARE (IT)	$ 3,500	$ -	$ (3,500)
	END POINT PROTECTION (IT)		$ 7,500	$ 7,500
	SMARSH-ARCHIVE TEXT (IT CELL PHONES ARCHIVE)	$ 17,171	$ -	$ (17,171)
	SNAPBOX-EMAIL SECURITY (MULTIPLE DEPARTMENTS)	$ 7,680	$ 7,900	$ 220
	IDRIVE-CLOUD BACK-UP SERVICES (IT)	$ 1,500	$ 1,500	$ -
	365 IDRIVE BACKUP (MULTIPLE DEPARTMENT)	$ 2,500	$ 2,500	$ -
	HOOTSUITE (COMMUNICATIONS)	$ 294	$ 294	$ -
	WEBSITE MAINTENANCE (WORDPRESS/SECURITY/SSL/DOMAIN)	$ 1,683	$ 1,683	$ -
	BITLY-URL SHORTENER (COMMUNICATIONS)	$ 350	$ 350	$ -
	SURVEY MONKEY (COMMUNICATIONS)	$ 468	$ 468	$ -
	ARCHIVE SOCIAL (COMMUNICATIONS)	$ 3,000	$ 3,000	$ -
	TYLER-ERP SOFTWARE (MULTIPLE DEPTS) (1)	$ 98,253	$ 98,253	$ -
	DROPBOX-(MULTIPLE DEPTS)	$ 4,800	$ 4,800	$ -
	ZOOM (MULTIPLE DEPTS)	$ 600	$ 600	$ -
	ADOBE LICENSES (MULTIPLE DEPTS)	$ 9,000	$ 9,000	$ -
	BUDGET SOFTWARE OPEN GOV (FINANCE)	$ 56,000	$ 56,000	$ -
	YUBIKEYS (POLICE DEPARTMENTS)	$ 900	$ -	$ (900)
	QR CODES	$ 150	$ 150	$ -
	FORERUNNER SOFTWARE SERVICES (MOVED TO BUILDING DEPARTMENT)	$ 11,500	$ -	$ (11,500)
	OMNIGO SOFTWARE (POLICE QUARTERMASTER)	$ 5,000	$ 5,000	$ -
	CALLYO (STANDARD - POLICE)	$ 3,736	$ 4,000	$ 264
	CALLYO (PATROL EDITION - POLICE)	$ 2,700	$ -	$ (2,700)

G. Information Technology Services

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
6	**Contract Services**			
	GPS OPERATIONS (POLICE DEPT)	$ 7,500	$ 7,500	$ -
7	**Telephone Services**			
	ANNUAL TELEPHONE SERVICES	$ 65,000	$ 81,000	$ 16,000
8	**Communication Services**			
	INTERNET-PD DISPATCH- BL 5221	$ 5,469	$ 5,469	$ -
	INTERNET-PD SUITE402-BL 3291	$ 1,661	$ 1,661	$ -
	INTERNET-CHAMBERS-BL 1491	$ 3,657	$ 3,657	$ -
	INTERNET-SUITE 300-BL1598	$ 5,469	$ 5,469	$ -
	INTERNET-7920 WD VOGEL PK-BL 6141	$ 1,221	$ 1,221	$ -
	INTERNET-7903 ED CIVIC PARK BL 9808	$ 1,679	$ 1,679	$ -
	PHONES MAINTENANCE-DIGITEL QTRLY	$ 1,620	$ 1,620	$ -
9	**Copy Machine Leases**			
	TOSHIBA COPIER LEASE-ADMIN OFFICES EST 7516	$ 3,878	$ 4,238	$ 360
	TOSHIBA COPIER LEASE-DISPATCH OFFICE EST 6516	$ 3,548	$ 3,552	$ 4
	TOSHIBA COPIER LEASE-PD SUITE 402 EST 4525AC (plus Professional Standard Office)	$ 4,137	$ 2,157	$ (1,980)
	TOSHIBA COPIER LEASE-PD SQUAD ROOM EST 3525	$ 2,016	$ 2,498	$ 482
10	**Operating Supplies/Equipment**			
	DESKTOPS (WIN 10 END OF LIVE)	$ 2,500	$ -	$ (2,500)
	VILLAGE @ POLICE ID SUPPLY	$ 1,500	$ 1,000	$ (500)
11	**Office & Operational Equipment**			
	CCTV EQUIPMENT	$ 5,000	$ 5,000	$ -
	SECURITY EQUIPMENT	$ 5,000	$ 5,000	$ -
	COMPUTER EQUIPMENT	$ 5,000	$ 5,000	$ -
Information Technology Total		**$ 336,787**	**$ 366,895**	$ 30,108

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

H. General Government

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
GENERAL GOVERNMENT DEPARTMENT				
1	Position 1: **Customer Service Specialist** (VG) ($64,347.20 total; 50% Gen. Gov., 50% Allocated to Bldg.)	$ 31,231	$ 32,174	$ 943
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits:	$ -	$ -	$ -
	FICA 7.65%	$ 2,389	$ 2,461	$ 72
	Retirement	$ 4,382	$ 4,688	$ 306
	Benefits: (Health & Dental, Life & Disability)	$ 8,016	$ 9,218	$ 1,202
	Workers Compensation	$ 44	$ 48	$ 4
2	Position 2**: Customer Service Specialist** (59,378.80 total; 50% Utilities., 50% Allocated to Bldg.)	$ -	$ 29,689	$ 29,689
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits:	$ -	$ -	$ -
	FICA 7.65%	$ -	$ 2,271	$ 2,271
	Retirement	$ -	$ 4,326	$ 4,326
	Benefits: (Health & Dental, Life & Disability)	$ -	$ -	$ -
	Workers Compensation	$ -	$ -	$ -
3	Overtime	$ 1,500	$ 1,500	$ -
4	Unemployment Compensation	$ 5,000	$ 5,000	$ -

H. General Government

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
5	Compensated Absences (All General Fund Dept $340,699 @ 25%)	$ 95,396	$ 85,175	$ (10,221)
6	FICA	$ 27,868	$ 6,516	$ (21,352)
7	Cost Allocation	$ (870,819)	$ (589,494)	$ 281,325
8	Off-Duty Detail (Transferred from Police Department)	$ -	$ 400,000	$ 400,000
9	**Police Officers on Administrative Leave (3) (BC & JM thru 2/11/2027) (JS thru 07/15/2027)**	$ 395,538	$ 188,932	$ (206,606)
	Benefits: Health & Dental, Life & Disability	$ 75,569	$ 37,244	$ (38,325)
	Benefits: Clothing Allowance, Cell Stipend, Education Incentive	$ 5,700	$ 3,000	$ (2,700)
	Longevity	$ -	$ -	$ -
	FICA 7.65% (3) Positions (Administrative Leave)	$ 30,258	$ 14,683	$ (15,575)
	Retirement	$ 83,577	$ 41,301	$ (42,277)
10	Bank Merchant Fees	$ 16,000	$ 25,430	$ 9,430
11	**Contractual Services**			$ -
	Contract Services Pay-by-Phone	$ 7,200	$ 7,200	$ -
12	**Professional Services**			$ -
	State Lobbyist Fees (Federal Scope to the Existing Contract with Ron Book P. A.)	$ 57,750	$ 57,750	$ -
	Contract Services for Village Planner	$ 175,000	$ 175,000	$ -
	Payroll Services ($60,000 total 70% Allocated to General Gov Total & 30% UT)	$ 42,000	$ 42,000	$ -
	Grant Writer (50% General Gov) (50% Utilities) (Total Hourly Contract Approx. $73,248)	$ 30,000	$ 36,624	$ 6,624
13	Legal Settlement (Velken)	$ 34,565	$ 34,565	$ -

H. General Government

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
14	Auditing Fee $125,000 (40% Allocated to General Gov/60% allocated to UT Fund)	$ 48,000	$ 50,000	$ 2,000
15	Postage (Separated by Departments that have Mailings)	$ 3,000	$ 3,500	$ 500
16	Animal Control	$ 5,500	$ 5,500	$ -
17	**Building Rental / Lease**			$ -
	Building Lease Annual Cost for Suite 101, 300, 402, 409 Total $385,846.56 (allocated 40% to Gen Gov, 40% to Utility Fund & 20% to Building Fund). (for FY 2027)	$ 171,099	$ 154,339	$ (16,760)
18	Equipment Rental (Mailing Equipment)	$ 10,000	$ -	$ (10,000)
19	Liability, Automobile, General, Property, WC Insurance ($872,665 total 50% General Gov, 50% Utility Fund) (3% increase FY 2027)	$ 436,332	$ 449,422	$ 13,090
20	Repairs & Maintenance of Equipment / Vehicles	$ -		$ -
21	Printing & Binding	$ 2,000	$ 2,000	$ -
22	Advertising	$ 5,000	$ 5,000	$ -
23	Office Supplies (split with Building Dept)	$ 5,000	$ 5,000	$ -
24	Property Taxes-Sakura Lot	$ 25,000	$ 25,000	$ -
25	Copier Lease Supplies	$ 600	$ -	$ (600)
26	**Operating Supplies / Equipment**			$ -
	Cleaning Supplies	$ 6,000	$ 6,600	$ 600

H. General Government

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
27	**Travel, Conferences & Meetings**			$ -
	Snacks and Drinks for Public Meetings	$ 4,000	$ -	$ (4,000)
28	**Dues, Subscriptions & Memberships**			$ -
	Other Memberships & Dues (Notary, Costco, Amazon etc.)	$ 4,200	$ 4,200	$ -
	American Express	$ 3,000	$ 3,000	$ -
29	Uniforms, Staff & Commission Shirts with New Logo 20 employees x $300	$ 6,000	$ 6,000	$ -
30	Reserves Compensation Payouts Personnel (Annually)	$ 125,000	$ 125,000	$ -
31	Compensated Absences (All General Fund Dept $340,699 @ 25%) Moved to line 5	$ -	$ -	$ -
32	Emergency Cash-Outs	$ -	$ -	$ -
33	Reserves Budgeted (Annually) (Requires Commission Approval)	$ 323,967	$ 323,967	$ -
34	**Sakura LOT-Debt Service (Debt & Principal)**			$ -
	Principal	$ 145,000	$ 145,000	$ -
	Interest	$ 54,309	$ 49,982	$ (4,327)

H. General Government

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
35	**Interfund Transfers**			$ -
	Transfer to Capital Projects Fund - GOB	$ -	$ -	$ -
	Transfer to Transportation Fund-(CITT)	$ -	$ -	$ -
	Transfer Parking Fees Revenue to Transportation Fund	$ -	$ -	$ -
	Transfer to Street Maintenance Fund-(GAS TAX)	$ -	$ -	$ -
	Transfer to Street Maintenance Fund-Uplighting	$ -	$ -	$ -
	Transfer to Capital Projects Fund	$ -	$ -	$ -
General Government Total		**$ 1,641,171**	**$ 2,020,812**	**$ 379,641**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	**Chief of Police** (1)	$ 192,400	$ 192,400	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive)	$ 1,200	$ 1,200	$ -
	FRS Retirement	$ 68,128	$ 70,741	$ 2,614
	FICA 7.65%	$ 14,810	$ 14,810	$ -
	Benefits: Life & Disability	$ 3,340	$ 3,340	$ -
	Workers Compensation	$ 16,485	$ 18,134	$ 1,649
2	**Deputy Chief of Police** (1)	$ 181,896	$ 181,896	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive)	$ 1,560	$ 1,560	$ -
	FRS Retirement	$ 64,558	$ 67,035	$ 2,477
	FICA 7.65%	$ 14,034	$ 14,034	$ -
	Benefits: Life & Disability	$ 3,340	$ 3,340	$ 0
	Workers Compensation	$ 15,637	$ 17,201	$ 1,564

I. Police Department

	PAYROLL EXPENDITURES (SWORN)	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
3	**Assistant Chief Support Operations** (1) (RW)	$ 145,000	$ 145,000	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive)	$ 650	$ 1,440	$ 790
	FRS Retirement	$ 51,254	$ 53,509	$ 2,255
	FICA 7.65%	$ 11,142	$ 11,203	$ 60
	Benefits: Life & Disability	$ 3,674	$ 3,674	$ -
	Workers Compensation	$ 12,656	$ 13,922	$ 1,266
4	**Assistant Chief Field Operations** (1) (RJ)	$ 138,703	$ 138,703	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive)	$ 1,560	$ 1,560	$ -
	FRS Retirement	$ 49,359	$ 51,252	$ 1,894
	FICA 7.65%	$ 10,730	$ 10,730	$ -
	Benefits: Life & Disability	$ 2,655	$ 2,655	$ -
	Workers Compensation	$ 12,127	$ 13,340	$ 1,213
	Subtotal for Command Staff	**$ 1,016,899**	**$ 1,032,679**	**$ 15,780**

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
5	**Lieutenant (NB)**	$ 123,071	$ 123,071	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Assignment Pay, Education Incentive, Shift Differential)	$ 3,741	$ 2,640	$ (1,101)
	FRS Retirement	$ 44,625	$ 45,935	$ 1,310
	FICA 7.65%	$ 9,701	$ 9,617	$ (84)
	Benefits: Health & Dental, Life & Disability	$ 16,241	$ 18,677	$ 2,436
	Workers Compensation	$ 9,941	$ 10,935	$ 994
6	**Lieutenant (MC)**	$ 123,071	$ 123,071	$ -
Sworn	*COLA*			$ -
	Merit			$ -
	Longevity			$ -
	Additional Benefits: (Assignment Pay, Education Incentive, Shift Differential)	$ 3,000	$ 3,000	$ -
	FRS Retirement	$ 44,364	$ 46,066	$ 1,702
	FICA 7.65%	$ 9,644	$ 9,644	$ -
	Benefits: Health & Dental, Life & Disability	$ 34,466	$ 39,636	$ 5,170
	Workers Compensation	$ 9,941	$ 10,935	$ 994

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
7	**Lieutenant** (**CC**)	$ 123,071	$ 123,071	$ -
Sworn	*COLA*			$ -
	Merit			$ -
	Longevity			$ -
	Additional Benefits: (Assignment Pay, Education Incentive, Shift Differential)	$ 240	$ 240	$ -
	FRS Retirement	$ 43,393	$ 45,058	$ 1,665
	FICA 7.65%	$ 9,433	$ 9,433	$ -
	Benefits: Health & Dental, Life & Disability	$ 34,802	$ 40,022	$ 5,220
	Workers Compensation	$ 9,941	$ 10,935	$ 994
8	**Lieutenant/Detective** (**PG**)	$ 134,394	$ 134,394	$ 0
Sworn	*COLA*			$ -
	Merit			$ -
	Longevity			$ -
	Additional Benefits: (Assignment Pay, Education Incentive, Shift Differential, Clothing Allowance)	$ 8,282	$ 3,360	$ (4,922)
	FRS Retirement	$ 50,208	$ 50,335	$ 128
	FICA 7.65%	$ 10,915	$ 10,538	$ (377)
	Benefits: Health & Dental, Life & Disability	$ 26,950	$ 30,993	$ 4,043
	Workers Compensation	$ 10,856	$ 11,942	$ 1,086
	Subtotal for Lieutenant	**$ 894,291**	**$ 913,549**	**$ 19,258**

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
9	**Sergeant (FA)**	$ 99,133	$ 99,133	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Shift Differential)	$ 4,685	$ 720	$ (3,965)
	FRS Retirement	$ 36,534	$ 36,486	$ (47)
	FICA 7.65%	$ 7,942	$ 7,639	$ (303)
	Benefits: Health & Dental, Life & Disability	$ 16,825	$ 19,349	$ 2,524
	Workers Compensation	$ 15,393	$ 18,625	$ 3,232
10	**Sergeant (AB)**	$ 99,133	$ 99,133	$ -
Sworn	*COLA*			$ -
	Merit			$ -
	Longevity			$ -
	Additional Benefits: (Education Incentive, Shift Differential)	$ 4,685	$ 4,685	$ -
	FRS Retirement	$ 36,534	$ 37,935	$ 1,402
	FICA 7.65%	$ 7,942	$ 7,942	$ -
	Benefits: Health & Dental, Life & Disability	$ 34,382	$ 39,539	$ 5,157
	Workers Compensation	$ 15,393	$ 16,932	$ 1,539

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
11	**Sergeant (EC)**	$ 94,413	$ 94,413	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Assignment Pay, Education Incentive, Shift Differential)	$ 6,005	$ 10,617	$ 4,612
	FRS Retirement	$ 35,337	$ 36,960	$ 1,623
	FICA 7.65%	$ 7,682	$ 8,035	$ 353
	Benefits: Health Stipend, Dental, Vision, & Life & Disability	$ 6,740	$ 7,751	$ 1,011
	Workers Compensation	$ 15,393	$ 16,932	$ 1,539
12	**Sergeant (DF)**	$ 114,759	$ 114,759	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Assignment Pay, Education Incentive, Shift Differential)	$ 7,085	$ 3,120	$ (3,965)
	FRS Retirement	$ 42,877	$ 43,073	$ 196
	FICA 7.65%	$ 9,321	$ 9,018	$ (303)
	Benefits: Health & Dental, Life & Disability	$ 34,466	$ 39,636	$ 5,170
	Workers Compensation	$ 15,393	$ 16,932	$ 1,539
	Subtotal for Sergeant	**$ 768,053**	**$ 789,365**	**$ 21,312**

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
13	**Detective** (**JG**)	$ 85,827	$ 85,827	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Clothing Allowance, Shift Differential)	$ 6,925	$ 1,622	$ (5,303)
	FRS Retirement	$ 32,640	$ 31,954	$ (686)
	FICA 7.65%	$ 7,096	$ 6,690	$ (406)
	Benefits: Health & Dental, Life & Disability	$ 26,818	$ 30,841	$ 4,023
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199
14	**Detective** (**LP**)	$ 85,527	$ 85,527	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Clothing Allowance, Shift Differential)	$ 5,045	$ 1,080	$ (3,965)
	FRS Retirement	$ 31,872	$ 31,646	$ (226)
	FICA 7.65%	$ 6,929	$ 6,625	$ (303)
	Benefits: Health & Dental, Life & Disability	$ 16,071	$ 18,482	$ 2,411
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
15	**Detective/Corporal (HM)**	$ 108,681	$ 108,681	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Clothing Allowance, Shift Differential)	$ 5,285	$ 1,320	$ (3,965)
	FRS Retirement	$ 40,105	$ 40,195	$ 90
	FICA 7.65%	$ 8,718	$ 8,415	$ (303)
	Benefits: Health & Dental, Life & Disability	$ 16,637	$ 19,133	$ 2,496
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199
	Subtotal for Detective	**$ 520,155**	**$ 517,615**	**$ (2,540)**
16	**Corporal (MA)**	$ 103,429	$ 103,429	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Assignment Pay, Shift Differential)	$ 7,085	$ 7,257	$ 172
	FRS Retirement	$ 38,890	$ 40,445	$ 1,555
	FICA 7.65%	$ 8,454	$ 8,467	$ 13
	Benefits: Health & Dental, Life & Disability	$ 34,406	$ 39,567	$ 5,161
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
17	**Corporal** (**JB**)	$ 85,010	$ 85,010	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Assignment Pay, Shift Differential)	$ 6,965	$ 7,800	$ 835
	FRS Retirement	$ 32,366	$ 33,913	$ 1,547
	FICA 7.65%	$ 7,036	$ 7,100	$ 64
	Benefits: Health Stipend, Dental, Vision & Life	$ 6,400	$ 7,360	$ 960
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199
18	**Corporal** (**YC**)	$ 92,052	$ 101,258	$ 9,206
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Assignment Pay, Shift Differential)	$ 6,605	$ 6,690	$ 85
	FRS Retirement	$ 34,717	$ 39,444	$ 4,727
	FICA 7.65%	$ 7,547	$ 8,258	$ 711
	Benefits: Health & Dental, Life & Disability	$ 30,335	$ 34,885	$ 4,550
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
19 Sworn	**Corporal (WF)**	$ 88,411	$ 88,411	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Assignment Pay, Shift Differential)	$ 6,605	$ 3,000	$ (3,605)
	FRS Retirement	$ 33,436	$ 33,402	$ (35)
	FICA 7.65%	$ 7,269	$ 6,993	$ (276)
	Benefits: Health & Dental, Life & Disability	$ 16,227	$ 18,661	$ 2,434
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199
	Subtotal for Corporal	**$ 701,218**	**$ 734,120**	**$ 32,902**
20 Sworn	**Patrol Officer (MD)**	$ 79,201	$ 79,201	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Shift Differential)	$ 3,168	$ -	$ (3,168)
	FRS Retirement	$ 28,986	$ 28,940	$ (46)
	FICA 7.65%	$ 6,301	$ 6,059	$ (242)
	Benefits: Health & Dental, Life & Disability	$ 16,177	$ 18,604	$ 2,427
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
21	**Patrol Officer (JRP)**	$ 91,947	$ 91,947	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Assignment Pay, Shift Differential)	$ 6,485	$ 7,320	$ 835
	FRS Retirement	$ 34,638	$ 36,272	$ 1,634
	FICA 7.65%	$ 7,530	$ 7,594	$ 64
	Benefits: Health Stipend, Dental, Vision & Life	$ 6,400	$ 7,360	$ 960
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199
22	**Patrol Officer (ES)**	$ 75,574	$ 75,574	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Shift Differential)	$ 4,565	$ 600	$ (3,965)
	FRS Retirement	$ 28,201	$ 27,834	$ (367)
	FICA 7.65%	$ 6,131	$ 5,827	$ (303)
	Benefits: Health & Dental, Life & Disability	$ 26,787	$ 30,805	$ 4,018
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
23	**Patrol Officer (BH)**	$ 81,740	$ 81,740	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Shift Differential)	$ 4,685	$ 8,790	$ 4,105
	FRS Retirement	$ 30,413	$ 33,080	$ 2,667
	FICA 7.65%	$ 6,612	$ 6,926	$ 314
	Benefits: Health Stipend, Dental, Vision, Life & Disability	$ 7,554	$ 8,687	$ 1,133
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199
24	**Patrol Officer (CG)**	$ 75,574	$ 75,574	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, K9 Assignment Pay, Shift Differential)	$ 6,125	$ 5,183	$ (942)
	FRS Retirement	$ 28,750	$ 29,509	$ 759
	FICA 7.65%	$ 6,250	$ 6,178	$ (72)
	Benefits: Health & Dental, Life & Disability	$ 23,811	$ 27,383	$ 3,572
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
25	**Patrol Officer (FL)**	$ 72,667	$ 72,667	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Shift Differential)	$ 2,765	$ 960	$ (1,805)
	FRS Retirement	$ 26,545	$ 26,903	$ 359
	FICA 7.65%	$ 5,771	$ 5,632	$ (138)
	Benefits: Health & Dental, Life & Disability	$ 15,925	$ 18,314	$ 2,389
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199
26	**Patrol Officer (SS)**	$ 72,667	$ 72,667	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Shift Differential)	$ 2,765	$ 3,147	$ 382
	FRS Retirement	$ 26,545	$ 27,702	$ 1,158
	FICA 7.65%	$ 5,771	$ 5,800	$ 29
	Benefits: Health & Dental, Life & Disability	$ 23,964	$ 27,559	$ 3,595
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199
27	**Patrol Officer (MNF)**	$ 72,667	$ 72,667	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Assignment Pay, Shift Differential)	$ 2,500	$ 10,467	$ 7,967
	FRS Retirement	$ 26,451	$ 30,377	$ 3,926
	FICA 7.65%	$ 5,750	$ 6,360	$ 609
	Benefits: Health Stipend, Dental, Vision, Life & Disability	$ 2,765	$ 2,765	$ -
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199

I. Police Department

PAYROLL EXPENDITURES (SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
28	**Patrol Officer (MS)**	$ 67,913	$ 67,913	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Shift Differential)	$ -	$ 2,717	$ 2,717
	FRS Retirement	$ 23,899	$ 25,808	$ 1,909
	FICA 7.65%	$ 5,195	$ 5,403	$ 208
	Benefits: Health & Dental, Life & Disability	$ 15,961	$ 18,355	$ 2,394
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199
29	**Patrol Officer (SC)**	$ 72,667	$ 72,667	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Assignment Pay, Shift Differential)	$ 2,765	$ 1,800	$ (965)
	FRS Retirement	$ 26,545	$ 27,210	$ 666
	FICA 7.65%	$ 5,771	$ 5,697	$ (74)
	Benefits: Health & Dental, Life & Disability	$ 15,973	$ 18,369	$ 2,396
	Workers Compensation	$ 11,993	$ 13,192	$ 1,199
30	**Patrol Officer (BS)**	$ 75,574	$ 75,574	$ -
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, K9 Assignment Pay, Shift Differential)	$ 6,485	$ 5,543	$ (942)
	FRS Retirement	$ 28,877	$ 29,640	$ 764
	FICA 7.65%	$ 6,278	$ 6,205	$ (72)
	Benefits: Health & Dental, Life & Disability	$ 15,925	$ 18,314	$ 2,389
	Workers Compensation	$ 12,471	$ 13,718	$ 1,247

I. Police Department

	PAYROLL EXPENDITURES (SWORN)	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
31	**Patrol Officer (AI) (Vacant and unfunded position)**	$ 72,667	$ -	$ (72,667)
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Shift Differential)	$ 2,907	$ -	$ (2,907)
	FRS Retirement	$ 26,594	$ -	$ (26,594)
	FICA 7.65%	$ 5,781	$ -	$ (5,781)
	Benefits: Health & Dental, Life & Disability	$ 13,045	$ -	$ (13,045)
	Workers Compensation	$ 6,645	$ -	$ (6,645)
32	**Marine Patrol FT (JR) (Vacant and unfunded position)**	$ 78,597	$ -	$ (78,597)
Sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Education Incentive, Assignment Pay, Shift Differential)	$ 5,765	$ -	$ (5,765)
	FRS Retirement	$ 27,658	$ -	$ (27,658)
	FICA 7.65%	$ 6,454	$ -	$ (6,454)
	Benefits: Health & Dental, Life & Disability	$ 16,062	$ -	$ (16,062)
	Workers Compensation	$ 12,741	$ -	$ (12,741)
33	**Marine Patrol P/T (H)**	$ 75,000	$ 72,500	$ (2,500)
Sworn	*COLA*	$ -	$ -	$ -
	FRS Retirement	$ 11,273	$ 10,897	$ (376)
	FICA 7.65%	$ 5,738	$ 5,546	$ (191)
	Workers Compensation	$ 12,171	$ 13,388	$ 1,217
	Subtotal Police Officers	**$ 1,940,446**	**$ 1,720,160**	**$ (220,286)**
	Subtotals for Sworn Officers	**$ 5,841,061**	**$ 5,707,487**	**$ (133,575)**

I. Police Department

PAYROLL EXPENDITURES (NON SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
33	*Overtime (Sworn Officers)*	$ -	$ -	$ -
34	*FICA Overtime 7.65% (Sworn Officers)*	$ -	$ -	$ -
35	**Executive Assistant to the Chief of Police** (AG)	$ 104,849	$ 104,849	$ -
non-sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits:	$ -	$ -	$ -
	FRS Retirement	$ 14,710	$ 15,276	$ 566
	FICA 7.65%	$ 8,021	$ 8,021	$ -
	Benefits: Health & Dental, Life & Disability	$ 34,802	$ 40,022	$ 5,220
	Workers Compensation	$ 6,500	$ 7,150	$ 650
36	**Public Safety Communications Supervisor (RM) (Separated in May 2026)/(Promotion (IC) to Public Safety Communications Manager-5/15/2026)**	$ 107,994	$ 96,000	$ (11,994)
non-sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	FRS Retirement (ICMA 13.5%)	$ 14,579	$ 13,987	$ (592)
	FICA 7.65%	$ 8,262	$ 7,344	$ (918)
	Benefits: Health, Life & Disability	$ 15,843	$ 18,219	$ 2,376
	Workers Compensation	$ 6,500	$ 7,150	$ 650

I. Police Department

PAYROLL EXPENDITURES (NON SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
37	**Public Safety Communications Operator** (**MG**)	$ 65,583	$ 65,583	$ -
non-sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Shift Differential)	$ -	$ -	$ -
	FRS Retirement	$ 9,201	$ 9,555	$ 354
	FICA 7.65%	$ 5,017	$ 5,017	$ -
	Benefits: Health & Dental, Life & Disability	$ 15,843	$ 18,219	$ 2,376
	Workers Compensation	$ 6,500	$ 7,150	$ 650
38	**Public Safety Communications Operator** (**CL**)	$ 65,583	$ 65,583	$ -
non-sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Shift Differential)	$ -	$ -	$ -
	FRS Retirement	$ 9,201	$ 9,555	$ 354
	FICA 7.65%	$ 5,017	$ 5,017	$ -
	Benefits: Health & Dental, Life & Disability	$ 15,925	$ 18,314	$ 2,389
	Workers Compensation	$ 6,500	$ 7,150	$ 650

I. Police Department

PAYROLL EXPENDITURES (NON SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
39	**Public Safety Communications Operator (SR)**	$ 68,862	$ 68,862	$ -
non-sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Shift Differential)	$ 2,754	$ 2,754	$ -
	FRS Retirement	$ 10,048	$ 10,435	$ 387
	FICA 7.65%	$ 5,479	$ 5,479	$ -
	Benefits: Health & Dental, Life & Disability	$ 34,124	$ 39,243	$ 5,119
	Workers Compensation	$ 6,500	$ 7,150	$ 650
40	**Public Safety Communications Operator (UM)**	$ 53,955	$ 53,955	$ -
non-sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Shift Differential)	$ 2,158	$ 2,158	$ -
	FRS Retirement	$ 7,873	$ 8,176	$ 303
	FICA 7.65%	$ 4,293	$ 4,293	$ -
	Benefits: Health & Dental, Life & Disability	$ 15,716	$ 18,073	$ 2,357
	Workers Compensation	$ 6,500	$ 7,150	$ 650

I. Police Department

PAYROLL EXPENDITURES (NON SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
41	**Public Safety Communications Operator (FV)**	$ 53,955	$ 53,955	$ -
non-sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Shift Differential)	$ 1,079	$ 1,079	$ -
	FRS Retirement	$ 7,721	$ 8,018	$ 297
	FICA 7.65%	$ 4,210	$ 4,210	$ -
	Benefits: Health & Dental, Life & Disability	$ 18,276	$ 21,018	$ 2,741
	Workers Compensation	$ 6,500	$ 7,150	$ 650
42	**Records Clerk (MA)**	$ 56,668	$ 56,668	$ -
non-sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits:	$ -	$ -	$ -
	FRS Retirement	$ 7,950	$ 8,256	$ 306
	FICA 7.65%	$ 4,335	$ 4,335	$ -
	Benefits: Health & Dental, Life & Disability	$ 23,631	$ 27,176	$ 3,545
	Workers Compensation	$ 6,500	$ 7,150	$ 650

I. Police Department

PAYROLL EXPENDITURES (NON SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
43	**Public Safety Specialist (PSS) (DG) / (IC was Promoted to Public Safety Communications Manager-5/15/2026)**	$ 75,928	$ 68,869	$ (7,059)
non-sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Standby Call)	$ 9,100	$ 9,100	$ -
	FRS Retirement	$ 11,929	$ 11,360	$ (569)
	FICA 7.65%	$ 6,505	$ 5,965	$ (540)
	Benefits: Health & Dental, Life & Disability	$ 9,871	$ 18,219	$ 8,348
	Workers Compensation	$ 6,881	$ 7,150	$ 269
44	**School Crossing Guards P/T** $25.00/HR	$ 22,000	$ 22,000	$ -
non-sworn	*COLA*	$ -	$ -	$ -
	FRS Retirement	$ 3,087	$ 3,205	$ 119
	FICA 7.65%	$ 1,683	$ 1,683	$ -
	Workers Compensation	$ 4,209	$ 4,630	$ 421
45	**School Crossing Guards P/T** $25.00/HR	$ 22,000	$ 22,000	$ -
non-sworn	*COLA*	$ -	$ -	$ -
	FRS Retirement	$ 3,087	$ 3,205	$ 119
	FICA 7.65%	$ 1,683	$ 1,683	$ -
	Workers Compensation	$ 4,209	$ 4,630	$ 421

I. Police Department

PAYROLL EXPENDITURES (NON SWORN)		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
46	**Police Professional Standards Administrator (NB)**	$ 95,000	$ 95,000	$ -
non-sworn	*COLA*	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits:	$ -	$ -	$ -
	FRS Retirement	$ 13,329	$ 13,842	$ 513
	FICA 7.65%	$ 7,268	$ 7,268	$ -
	Benefits: Health & Dental, Life & Disability	$ 24,232	$ 27,867	$ 3,635
	Workers Compensation	$ 298	$ 328	$ 30
47	*Overtime (Non-Sworn Personnel)*	$ 20,000	$ 20,000	$ -
48	*Overtime FRS Contribution-Retirement (Non-Sworn Personnel)*	$ 2,806	$ 2,914	$ 108
49	*FICA 7.65% (Overtime Non-Sworn Personnel)*	$ 1,530	$ 1,530	$ -
	Subtotals	**$ 1,282,152**	**$ 1,308,353**	$ 26,201
	TOTAL PAYROLL SWORN & NON SWORN	**$ 7,123,213**	**$ 7,015,839**	$ (107,374)

I. Police-Department Expenditures

	OPERATING EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
50	Off-Duty Detail (Transferred to General Gov)	$ 240,000	$ -	$ (240,000)
51	Crime Watch/ Community Policing; Hurricane Meetings, Workshops, Coffee with a Cop etc.	$ 5,000	$ 5,000	$ -
52	Contractual Services-Pre-Employment	$ -	$ -	$ -
53	**Contractual Services**			$ -
	Property Burn	$ 1,500	$ 1,500	$ -
	Stericycle	$ 800	$ 800	$ -
	Storage Unit	$ -	$ -	$ -
	Radio Contract Maintenance	$ 6,000	$ 6,500	$ 500
	Court Standby	$ 4,000	$ 4,000	$ -
	Promotional Exam	$ -	$ 8,000	$ 8,000
54	*Emergency Management*	$ 24,500	$ 33,100	$ 8,600
55	Police Vehicle Lease (7 vehicles)	$ 366,000	$ 544,000	$ 178,000
56	**Repair & Maintenance of Vehicle/Boat**			$ -
	Sunpass	$ 1,000	$ 1,000	$ -
	Biohazard Cleanup	$ 600	$ 600	$ -
	Beach Auto Tag	$ 500	$ 500	$ -
	Carwash 305	$ 3,000	$ -	$ (3,000)
	Dana Safety Supplies	$ 2,100	$ 3,000	$ 900
	Body Shop	$ 6,000	$ 6,000	$ -
	Police Officer's Speedometer	$ 2,000	$ 3,200	$ 1,200
	Miami Dade IT Radios	$ 2,000	$ 2,000	$ -
	The Sign Savers	$ 13,800	$ 13,800	$ -
	City of Miami Beach Vehicle repair	$ 35,000	$ 50,000	$ 15,000
	Miami Beach-Past Due Invoices- Bulk 2020	$ -	$ 33,500	$ 33,500
	Motorcycle Expenses	$ 3,000	$ 4,000	$ 1,000
	Boat Expenses	$ 1,000	$ 3,000	$ 2,000

I. Police-Department Expenditures

	OPERATING EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
57	**Repair & Maintenance Equipment -Radar Maint. & Replacement/Vehicle Calibration**			$ -
	GTS Batteries (12)	$ 1,200	$ 1,200	$ -
	Shoulder Mics for Hand Held Radio (7)	$ 1,000	$ 1,000	$ -
	Antenna (7)	$ 180	$ 180	$ -
	Trunk Mount Radios Without Installation (6)	$ 18,000	$ 12,000	$ (6,000)
	Hand Held Radios Without Peripherals (3)	$ 6,000	$ -	$ (6,000)
	LaserJet Printers for Citations (7)	$ 3,500	$ -	$ (3,500)
	Mifi & Sim Cards (9)	$ -	$ 23,000	$ 23,000
	Vehicle Wiring Harness for Radio (6)	$ 2,400	$ 1,800	$ (600)
	Antenna Mounting Kits for Vehicles (6)	$ 2,880	$ 2,400	$ (480)
	Radar Certification	$ 4,000	$ 5,000	$ 1,000
58	Repair & Maintenance Building- E-Notify Court Subpoena Project	$ -	$ -	$ -
59	Printing & Binding	$ 2,500	$ 2,500	$ -
60	Office Supplies	$ -	$ -	$ -
61	Gas & Oil	$ 220,000	$ 180,000	$ (40,000)
62	Ammunition	$ 25,000	$ 18,500	$ (6,500)

I. Police-Department Expenditures

	OPERATING EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
63	**Operating Supplies/Equipment**			$ -
	Renovations Several items (Stalker Radar, Ballistic Helmets, Yubi Keys etc.)	$ 16,000	$ 11,000	$ (5,000)
	First Aid Kits	$ -	$ -	$ -
	Standard Holsters (4)	$ 1,400	$ -	$ (1,400)
	GTS Batteries/Fingerprint ID/New F/T Vests/Active Shooter Helmet & Plates			$ -
	Ballistic Helmets (2)	$ 7,200	$ 4,000	$ (3,200)
	Adult AED Pads (10)	$ 2,304	$ 4,350	$ 2,046
	Pediatric AED Pads (10)	$ 946	$ -	$ (946)
	New Officers AED Machines (4)	$ 6,400	$ -	$ (6,400)
	Handgun Holsters (4) Officers	$ 11,750	$ 800	$ (10,950)
	Glock 45 (4)	$ 4,000	$ -	$ (4,000)
64	**Special Departmental Supplies**			$ -
	Marine Radio for PD Vessel	$ -	$ -	$ -
	Printing for Victim's Right/Marsy's Law / Case Cards	$ 1,000	$ 1,000	$ -
	NBVPD Merch Giveaways	$ 3,000	$ 3,000	$ -
	Tint Meter (6)	$ 240	$ 660	$ 420
	Pi-Lit Smart Road Flares (4)	$ 336	$ 1,520	$ 1,184
	Action Targets-Firearms Training	$ 220	$ 1,500	$ 1,280
	Stalker Dual remote Stalker reader Mount remote (1)	$ 170	$ -	$ (170)
	Laser Tech-Lidar Unit (2)	$ 3,000	$ -	$ (3,000)

I. Police-Department Expenditures

	OPERATING EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
	Mustang Marine Vest (3)	$ 500	$ -	$ (500)
	Training Miscellaneous Items	$ 879	$ 1,000	$ 121
	Citation Paper	$ 150	$ 2,000	$ 1,850
	LFG Black Deck Boot (3)	$ 300	$ -	$ (300)
	Marine 2-Piece Waterproof Rain Suits (3)	$ 650	$ -	$ (650)
	Dry Fit SPA Under Shirts (3)	$ 160	$ -	$ (160)
	Marine Patrol Polo Shirts (3)	$ 180	$ -	$ (180)
	Marine Patrol Hats (With Embroidery) (3)	$ 150	$ -	$ (150)
	Binoculars	$ 800	$ -	$ (800)
	Action Targets-Firearms Training	$ 1,500	$ -	$ (1,500)
	Firearms Armorer's Maintenance Kit	$ 850	$ -	$ (850)
	Rifle Armor's Maintenance Kit	$ 650	$ -	$ (650)
	Real Avid rifle Cleaning Kits	$ 850	$ 500	$ (350)
	Break Free CLP Rifle Cleaner & Lubricant	$ 400	$ 300	$ (100)
	Sighting Equipment for Firearms & Rifles	$ 675	$ 675	$ -
	Dynamic Range X1	$ 1,900	$ -	$ (1,900)
	Fix-It Sticks	$ 350	$ -	$ (350)
	Chief Office Awards- 2025 Dinner /Cleaning supplies	$ 4,000	$ 11,400	$ 7,400
65	K-9 Expenses / K9 Scent Kit	$ 11,500	$ 14,000	$ 2,500
66	Vehicle Rental (1) Unmarked Vehicle for DEA Detached Detective	$ 12,000	$ 12,000	$ -
67	Dues, Subscriptions & Memberships - NEMA, IAEM, FDEM	$ 6,000	$ 6,000	$ -
68	P.A.L.	$ 1,000	$ 1,000	$ -
69	Accreditation (Re-Accreditation)	$ -	$ 25,000	$ 25,000

I. Police-Department Expenditures

OPERATING EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
70	**Travel, Conferences, Meetings, Education & Training**			$ -
	CJIA Registration (2)	$ -	$ -	$ -
	State Certification Training	$ -	$ -	$ -
	IPTM Traffic Training	$ -	$ -	$ -
	Traffic Safety Meeting	$ -	$ -	$ -
	Specialized Training / Seminar	$ -	$ -	$ -
	IA National Conference	$ -	$ -	$ -
	CJSTC High liability	$ -	$ -	$ -
	CFA Conference	$ -	$ -	$ -
	CFA Manager Training	$ -	$ -	$ -
	Power DMS Conference	$ -	$ -	$ -
	NRO Specialized Courses	$ -	$ -	$ -
	Police Law Institute Legal	$ -	$ -	$ -
	Police Law Institute Bloodborn & Hazardous	$ -	$ -	$ -
	HTC Range Firearms new Hire / Annual Qualifications	$ -	$ -	$ -
	Department Instructors Development Courses	$ -	$ -	$ -
	Glock Armorer Course Recertification	$ -	$ -	$ -
	Rifle Armorer Course Recertification	$ -	$ -	$ -
	Sabre OC Gel Recertification	$ -	$ -	$ -

I. Police-Department Expenditures

	OPERATING EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
71	**Uniforms**			$ -
	Ballistic Vests	$ -	$ 25,000	$ 25,000
	Replacement/various items	$ -	$ 15,000	$ 15,000
	New Officer Badges	$ -	$ -	$ -
	New Officer Equipment	$ -	$ -	$ -
	Off. Francois Vest Exp. 01/2026	$ 3,150	$ -	$ (3,150)
	Patrol Officers Uniform Replacement	$ 1,500	$ -	$ (1,500)
	Communications	$ 1,200	$ -	$ (1,200)
	Traffic	$ 200	$ -	$ (200)
	Marine	$ 1,100	$ -	$ (1,100)
	CIU	$ 2,000	$ -	$ (2,000)
	New Motors (1)	$ 2,500	$ -	$ (2,500)
	Bike Patrol	$ 500	$ -	$ (500)
	Wave Runner	$ 500	$ -	$ (500)
	New K-9 Handlers (2)	$ 2,000	$ -	$ (2,000)
72	*Uniforms & Drycleaning*	$ 5,000	$ 5,000	$ -
73	*Machinery & Equipment - PD25-01 (35) Tasers & (35) Body Worn Cameras Lease*	$ 196,434	$ 196,434	$ -
	Subtotals	**$ 1,323,954**	**$ 1,314,219**	$ (9,735)
	Police Department Totals	**$ 8,447,167**	**$ 8,330,058**	$ (117,109)

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

J. Code Compliance

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
CODE COMPLIANCE DEPARTMENT				
1	Position 1: **Code Compliance Director** (1)	$ 124,908	$ 124,908	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits: (Boot Stipend)	$ 200	$ -	$ (200)
	FICA 7.65%	$ 9,555	$ 9,555	
	Retirement	$ 41,519	$ 43,118	$ 1,599
	Benefits: Health & Dental, Life & Disability	$ 21,446	$ 32,353	$ 10,907
	Workers Compensation	$ 3,384	$ 8,118	$ 4,734
2	Position 2**: Code Compliance Officer** (1)	$ 83,907	$ 83,907	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits:(Boot Stipend)	$ 200	$ 300	$ 100
	FICA 7.65%	$ 6,419	$ 6,419	
	Retirement	$ 11,772	$ 12,225	$ 453
	Benefits: Health & Dental, Life & Disability	$ 15,286	$ 20,049	$ 4,763
	Workers Compensation	$ 2,500	$ 5,454	$ 2,954

J. Code Compliance

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
3	Position 3: **Code Compliance Clerk** (1)	$ 53,372	$ 53,372	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits	$ -	$ -	$ -
	FICA 7.65%	$ 4,083	$ 4,083	
	Retirement	$ 7,488	$ 7,776	$ 288
	Benefits: Health & Dental, Life & Disability	$ 14,781	$ 15,738	$ 957
	Workers Compensation	$ 75	$ 184	$ 109
4	Cost Allocation to Utilities	$ (187,264)	$ (197,728)	$ (10,464)
5	Cost Allocation to Building	$ (46,788)	$ (49,403)	$ (2,615)
6	Compensated Absences (moved to General Gov)	$ -	$ -	$ -
7	Contractual Services, Lien Recording,	$ 2,000	$ 2,000	$ -
8	Vehicle Lease, (2)	$ 20,000	$ 20,000	$ -
9	Repair & Maint./Vehicles (2)	$ 4,000	$ 4,000	$ -
10	Gas & Oil, (2)	$ 5,000	$ 7,600	$ 2,600
11	Operating Supplies/ Equipment, Office Furniture, Four Desks	$ -	$ -	$ -
12	Special Departmental Supplies, Scanner, Business Cards, Misc.	$ -	$ -	$ -
13	Travel Conferences & Meetings, FACE Conf., ADM Training	$ 2,500	$ 2,500	$ -
14	Dues, Subscriptions & Memberships, FACE (South FL Code Enforcement.)	$ 325	$ 325	$ -
15	Education & Training	$ 1,000	$ 1,000	$ -

J. Code Compliance

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
16	Postage	$ 10,000	$ 10,500	$ 500
17	Uniform	$ 2,000	$ -	$ (2,000)
18	Office Equipment , Four desks	$ -	$ -	$ -
19	Machinery & Equipment: Axon Cameras (2)	$ 2,600	$ -	$ (2,600)
Code Compliance Department Total		**$ 216,268**	**$ 228,355**	**$ 12,087**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

K. Community Engagement

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
COMMUNITY ENGAGEMENT DEPARTMENT				
1	Position 1: **Communications Director** (1) Eliminated	$ 130,000	$ -	$ (130,000)
	FICA 7.65%	$ 9,945	$ -	$ (9,945)
	Retirement	$ 43,212	$ -	$ (43,212)
	Benefits: Health & Dental, Life & Disability	$ 16,807	$ -	$ (16,807)
	Workers Compensation	$ 181	$ -	$ (181)
2	Position 2: **Community Engagement Director (LT)** (promoted 12/26/2025)	$ 85,000	$ 120,000	$ 35,000
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	FICA 7.65%	$ 6,503	$ 9,180	$ 2,678
	Retirement	$ 11,926	$ 41,424	$ 29,499
	Benefits: Health & Dental, Life & Disability	$ 16,807	$ 19,328	$ 2,521
	Workers Compensation	$ 118	$ 130	$ 12
3	Position 3: **Communication & Events Coordinator (CG)** (Hired Mar-Sept)	$ -	$ 78,000	$ 78,000
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	FICA 7.65%	$ -	$ 5,967	$ 5,967
	Retirement	$ -	$ 11,365	$ 11,365
	Benefits: Health & Dental, Life & Disability	$ -	$ 18,564	$ 18,564
	Workers Compensation	$ -	$ 130	$ 130

K. Community Engagement

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
4	Position 4: **Programming & Events Coordinator (SA)** (June-September 2026) New Hire	$ -	$ 65,000	$ 65,000
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	FICA 7.65%	$ -	$ 4,973	$ 4,973
	Retirement	$ -	$ 9,471	$ 9,471
	Benefits: Health & Dental, Life & Disability	$ -	$ 27,867	$ 27,867
	Workers Compensation	$ -	$ 132	$ 132
5	Position 5: **Programming Attendant** (Vacant) (June-September 2026) New Hire	$ -	$ 55,000	$ 55,000
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	FICA 7.65%	$ -	$ 4,208	$ 4,208
	Retirement	$ -	$ 7,981	$ 7,981
	Benefits: Health & Dental, Life & Disability	$ -	$ 18,333	$ 18,333
	Workers Compensation	$ -	$ 132	$ 132
6	Position 6: **Facilities Operations Specialist (NDP)** (June-September 2026) Relocated	$ -	$ 60,000	$ 60,000
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	FICA 7.65%	$ -	$ 4,590	$ 4,590
	Retirement	$ -	$ 8,742	$ 8,742
	Benefits: Health & Dental, Life & Disability	$ -	$ 18,876	$ 18,876
	Workers Compensation	$ -	$ 132	$ 132

K. Community Engagement

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
7	Position 7: **Reception Attendant** (Vacant) (Part Time)	$ -	$ 18,720	$ 18,720
	FICA 7.65%	$ -	$ 1,432	$ 1,432
	Retirement	$ -	$ 2,728	$ 2,728
8	Position 8: **Reception Attendant** (Vacant) (Part Time)	$ -	$ 18,720	$ 18,720
	FICA 7.65%	$ -	$ 1,432	$ 1,432
	Retirement	$ -	$ 2,728	$ 2,728
9	Position 9: **Reception Attendant** (Vacant) (Part Time)	$ -	$ 18,720	$ 18,720
	FICA 7.65%	$ -	$ 1,432	$ 1,432
	Retirement	$ -	$ 2,728	$ 2,728
10	Cost Allocation to Utilities	$ (387,456)	$ (289,034)	$ 98,422
11	Cost Allocation to Building	$ (38,147)	$ (57,807)	$ (19,660)
12	Public Relations	$ 35,000	$ -	$ (35,000)
13	Office Supplies	$ -	$ -	$ -
14	Scholarship Program:Sofia & Maria Saidi Memorial - Residents Board	$ 5,500	$ 5,500	$ -
15	Custodian Services	$ -	$ 60,000	$ 60,000
16	Travel, Conferences & Meetings	$ -	$ -	$ -
17	Contract Services: Sport Coach	$ 50,000	$ 50,000	$ -

K. Community Engagement

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
18	**Community Events**			$ -
	5K Run	$ -	$ -	$ -
	State of the Village	$ 5,000	$ -	$ (5,000)
	80th Anniversary Celebration	$ 30,000	$ -	$ (30,000)
	Music In The Park	$ -	$ -	$ -
	Halloween	$ 9,000	$ -	$ (9,000)
	Winter Holiday	$ 9,000	$ -	$ (9,000)
	Spring Fling	$ 9,000	$ -	$ (9,000)
	4th of July	$ 9,000	$ -	$ (9,000)
	Advisory Boards Annual Appreciation Dinner	$ -	$ -	$ -
	Ribbon Cutting & Groundbreaking Events			$ -
	Community Center Grand Opening	$ 25,000	$ -	$ (25,000)
	Village Hall Groundbreaking	$ 5,000	$ -	$ (5,000)
19	**Community Programs**			$ -
	Yoga In The Park	$ 18,200	$ 18,200	$ -
	IPaddle Program	$ 11,100	$ 11,700	$ 600
	Senior Programs	$ 5,000	$ 5,000	$ -
	Total Body Boot Camp	$ 13,500	$ 13,500	$ -
	Soccer Facility	$ 28,320	$ -	$ (28,320)
	Soccer Uniforms	$ -	$ -	$ -
	Soccer Fun Day Event	$ -	$ -	$ -
	Soccer Tournament	$ -	$ -	$ -
	Soccer Equipment/Storage	$ 2,100	$ -	$ (2,100)

K. Community Engagement

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
	Soccer Clover Data Plan ($500 per year)	$ 500	$ 500	$ -
	Soccer Civic Rec (previously Playmetrics)	$ 1,400	$ 9,100	$ 7,700
	Soccer Snacks	$ -	$ -	$ -
	Sports Clinics (Fall & Spring)	$ 5,000	$ 5,000	$ -
	YMCA	$ 194,760	$ 194,760	$ -
	Programming Cost	$ -	$ 100,000	$ 100,000
20	**Treasure Island Elementary School**			$ -
	Interventionist (Tutor)	$ 13,000	$ 13,000	$ -
	TIES-IB Program	$ 17,500	$ 17,500	$ -
	Mental Health Nurse	$ 8,250	$ 8,250	$ -
	No Place for Hate	$ 750	$ 1,500	$ 750
	Steam Program	$ 9,000	$ 9,000	$ -
	Youth Services	$ -	$ -	$ -
	Arts for Learning	$ 11,898	$ 11,898	$ -
	Agenda Planners	$ -	$ 600	$ 600
21	Dry Cleaning	$ 2,000	$ 2,000	$ -
22	Security	$ -	$ 100,000	$ 100,000
23	Utility Maintenance Expenses	$ -	$ 150,000	$ 150,000
Community Engagement Department Total		**$ 428,673**	**$ 1,098,328**	**$ 669,655**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

VI. SPECIAL REVENUE FUNDS

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

A. Building Fund Revenues

REVENUES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	Building Permits	$ 2,250,000	$ 3,618,925	$ 1,368,925
2	Electrical Permits	$ 25,000	$ 25,000	$ -
3	Plumbing Permits	$ 25,000	$ 25,000	$ -
4	Mechanical Permits	$ 25,000	$ 25,000	$ -
5	Miscellaneous Permits	$ 65,000	$ 30,000	$ (35,000)
6	Plans Preview	$ 8,000	$ 8,000	$ -
7	Other Miscellaneous Revenues	$ 40,000	$ 30,000	$ (10,000)
8	Transfer-In from Tech. Surcharge	$ 50,000	$ 50,000	$ -
9	Transfer-In from Education Fees	$ 3,000	$ 3,000	$ -
10	Appropriation of Fund Balance	$ 41,311	$ -	$ (41,311)
Building Department Total Revenues		**$ 2,532,311**	**$ 3,814,925**	**$ 1,282,614**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

A. Building Fund Expenses

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	**Position 1**: **Building Director** (LC)	$ 125,000	$ 133,749	$ 8,749
	COLA 3%	$ 3,750	$ 4,012	$ 262
	Merit	$ -	$ -	$ -
	Longevity	$ 500	$ 1,500	$ 1,000
	FICA 7.65%	$ 9,888	$ 10,653	$ 766
	Retirement	$ 42,965	$ 48,073	$ 5,108
	Benefits: Health & Dental, Life & Disab.	$ 34,598	$ 39,340	$ 4,742
	Workers Compensation	$ 157	$ 173	$ 16
2	**Position 2**: **Customer Service Specialist** (1) (64,347.30 total: 50% Allocated to Gen. Gov. & 50% to Building) (VG)	$ 31,231	$ 32,174	$ 943
	COLA 3%	$ 937	$ 965	$ 28
	Merit	$ 1,608	$ -	$ (1,608)
	Longevity	$ -	$ -	$ -
	FICA 7.65%	$ 2,584	$ 2,535	$ (49)
	Retirement	$ 4,739	$ 4,828	$ 89
	Benefits: Health & Dental, Life & Disab.	$ 8,005	$ 9,206	$ 1,201
	Workers Compensation	$ 44	$ 48	$ 4

A. Building Fund Expenses

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
3	**Position 3: Customer Service Specialist (1)** (59,378.80 total, 50% Allocated to Gen. Gov. & 50% to Building) (Vacant)	$ 29,689	$ 29,689	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	FICA 7.65%	$ 2,271	$ 2,271	$ -
	Retirement	$ 4,505	$ 5,161	$ 656
	Benefits: Health & Dental, Life & Disab., Workers Comp.	$ 8,005	$ 8,806	$ 801
	Workers Compensation	$ 42	$ 46	$ 4
4	**Position 4**: **Lead Customer Service Specialist** (1) ($90,532.83 total, 50% Utility & 50% Bldg Dept) (RS)	$ 43,049	$ 45,266	$ 2,217
	COLA 3%	$ 1,291	$ 1,358	$ 67
	Merit	$ 2,217	$ -	$ (2,217)
	Longevity	$ 250	$ 500	$ 250
	Additional Benefits	$ -	$ -	$ -
	FICA 7.65%	$ 3,581	$ 3,605	$ 24
	Retirement	$ 6,567	$ 6,866	$ 299
	Benefits: Health & Dental, Life & Disability	$ 11,534	$ 12,919	$ 1,385
	Workers Compensation	$ 62	$ 68	$ 6

A. Building Fund Expenses

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
5	**Position 5: Building Coordinator (1)** (RZ)	$ 70,000	$ 80,000	$ 10,000
	COLA 3%	$ 2,100	$ 2,400	$ 300
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	FICA 7.65%	$ 5,516	$ 6,304	$ 788
	Retirement	$ 10,116	$ 12,006	$ 1,890
	Benefits: Health & Dental, Life & Disability	$ 16,010	$ 18,412	$ 2,402
	Workers Compensation	$ 97	$ 107	$ 10
6	**Position 6**: **Building Official P/T (1)**	$ 7,200	$ 7,200	$ -
	Retirement	$ 1,010	$ 1,049	$ 39
7	*Cost Allocation to other departments*	$ 467,643	$ 545,296	$ 77,653
8	Compensated Absences/Cash Out Sick & Vacation	$ 17,830	$ 17,830	$ -
9	Merchant Fees	$ 15,000	$ 15,000	$ -
10	**Contractural Services**			
	Blue Beam Studio Sofware for Plan Review (Avolve DS Plans; software & implementation)	$ 91,400	$ -	$ (91,400)
	GIS Hosting	$ 4,200	$ 4,200	$ -

A. Building Fund Expenses

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
11	**Professional Services**			
	Building Department Contracted Services (60% of Revenue Collected for the Building Department)	$ 1,002,000	$ 2,430,014	$ 1,428,014
	Flood Plain Manager	$ 15,000	$ 15,000	$ -
	Community Rating System	$ 15,000	$ 15,000	$ -
	Microfilming BLDG Permits / Scanning for Village Clerk	$ 30,000	$ 15,000	$ (15,000)
12	Communication Services: $1,920 Internet	$ 1,920	$ 1,920	$ -
13	Building Lease Annual Cost for Suite 101,300,402,405,409 Total $427,746.60 (allocated 40% to Gen Gov, 40% to Utility Fund & 20% to Building Fund)	$ 85,549	$ 85,549	$ -
14	Printing & Binding	$ 2,500	$ 2,500	$ -
15	Office Supplies	$ 10,000	$ 10,000	$ -
16	Copier Toshiba Lease	$ 2,016	$ 2,016	$ -
17	Travel, Conferences and Meetings	$ 10,000	$ 10,000	$ -
19	Postage	$ 2,500	$ 2,500	$ -
20	Telephone Services	$ 4,500	$ 4,500	$ -
21	Dues, Subscriptions & Memberships	$ 100	$ 100	$ -
22	EPL Software Mandatory Updates Pro. #BF25-01 by Tyler	$ 81,721	$ 95,721	$ 14,000
23	Fore Runner (3 Licenses)	$ -	$ 11,500	$ 11,500
Building Department Total Expenditures		**$ 2,349,996**	**$ 3,814,935**	$ 1,464,939

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

B. Street Maintenance Fund-Revenues

	REVENUES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	1 to 6 Cents Local Option Fuel Tax	$ 88,000	$ 85,000	$ (3,000)
2	1 to 5 Cents Local Option Fuel Tax	$ 33,000	$ 30,000	$ (3,000)
3	Motor Fuel Tax	$ 90,000	$ 65,000	$ (25,000)
4	Causeway Maintenance	$ 8,000	$ 6,000	$ (2,000)
5	Bulk Trash Miscellaneous Revenue	$ 5,000	$ 3,000	$ (2,000)
6	Transfer from Utility Fund	$ 1,630,038	$ 431,416	$ (1,198,622)
7	Transfer from General Fund	$ -	$ 492,816	$ 492,816
8	Transfer from Stormwater Fund	$ 116,787	$ -	$ (116,787)
Street Maintenance Total Revenues		**$ 1,970,824**	**$ 1,113,232**	**$ (857,592)**

6 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

B. Street Maintenance Fund-Expenses

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	**Position 1: Maintenance Worker I (RQ)**	$ 51,399	$ 55,588	$ 4,189
	COLA	$ 1,542	$ 1,668	$ 126
	Merit	$ 2,647	$ 2,863	$ 216
	Additional Benefits (Standby/Call)	$ 913	$ 913	$ -
	Additional Benefits (Boot Stipend)	$ 300	$ 300	$ -
	Retirement	$ 8,145	$ 8,459	$ 314
	Longevity	$ -	$ -	$ -
	Benefits: (EE-Health & Dental, Life & Disability)	$ 14,781	$ 16,998	$ 2,217
	Workers Compensation	$ 4,286	$ 4,715	$ 429
2	Position 2: **Maintenance Worker I (ND)**	$ 45,733	$ 50,420	$ 4,687
	COLA	$ 1,332	$ 1,513	$ 181
	Merit	$ 2,287	$ 2,597	$ 310
	Additional Benefits (Standby/Call)	$ 913	$ 913	$ -
	Additional Benefits (Boot Stipend)	$ 300	$ 300	$ -
	Retirement	$ 6,994	$ 7,264	$ 269
	Longevity	$ -	$ -	$ -
	Benefits: (EE-Health & FM-Dental, Life & Disability)	$ 15,305	$ 17,601	$ 2,296
	Workers Compensation	$ 3,985	$ 4,384	$ 399

B. Street Maintenance Fund-Expenses

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
3	Position 3: **Maintenance Worker I (Vacant)**	$ 42,286	$ 45,733	$ 3,447
	COLA	$ 1,269	$ 1,372	$ 103
	Merit	$ 2,114	$ 2,355	$ 241
	Additional Benefits (Standby/Call)	$ 913	$ 913	$ -
	Additional Benefits (Boot Stipend)	$ 300	$ 300	$ -
	Retirement	$ 6,478	$ 6,727	$ 249
	Longevity	$ -	$ -	$ -
	Benefits: (ES-Health & EE-Dental, Life & Disability)	$ 19,306	$ 22,201	$ 2,896
	Workers Compensation	$ 3,637	$ 4,000	$ 364
4	Position 4: **Maintenance Worker I (LJ)**	$ 42,286	$ 43,555	$ 1,269
	COLA	$ 1,269	$ 1,307	$ 38
	Merit	$ 2,178	$ 2,243	$ 65
	Additional Benefits (Standby/Call)	$ 913	$ 913	$ -
	Additional Benefits (Boot Stipend)	$ 300	$ 300	$ -
	Retirement	$ 6,487	$ 6,736	$ 250
	Benefits: (EE-Health & Dental, Life & Disability)	$ 14,657	$ 16,856	$ 2,199
	Workers Compensation	$ 3,698	$ 4,068	$ 370
5	FICA 7.65% (4 Positions)	$ 17,730	$ 18,868	$ 1,138
6	Overtime	$ 17,000	$ 17,000	$ -
7	Compensated Absences/Cash Out Sick & Vacation	$ 13,571	$ 13,571	$ -
	SubTotal	**$ 357,252**	**$ 385,511**	**$ 28,259**

B. Street Maintenance Fund-Expenses

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
8	Cost Allocation	$ (99,000)	$ -	$ 99,000
9	Contractual Services, Village -Wide Landscape Maintenance	$ 200,000	$ 200,000	$ -
10	**Electricity, Gas, Water**			
	Median Lights	$ 10,200	$ 17,000	$ 6,800
	Water Services, Village Buildings/ Irrigation	$ 35,000	$ 45,310	$ 10,310
11	Vehicle Lease for Maintenance Staff (2)	$ 15,600	$ 8,851	$ (6,749)
12	Repair & Maintenance of Vehicles	$ 15,000	$ 17,493	$ 2,493
13	Repair & Maintenance of Equipment -Trash Receptacles, Pressure Cleaning Equip.	$ 15,000	$ 3,067	$ (11,933)
14	Repairs & Maintenance of Building	$ 20,000	$ 50,000	$ 30,000
15	Repair & Maintenance of Grounds	$ 260,000	$ 75,000	$ (185,000)
16	Gas & Oil	$ 7,500	$ 6,000	$ (1,500)
17	Operating Supplies , Traffic Control Devices (Speed bumps/cones/signs)	$ 20,000	$ 15,000	$ (5,000)
20	Temporary Personnel	$ 55,347	$ 48,000	$ (7,347)
21	Telephone Services SM Workers Cellphones (4)	$ 2,200	$ 2,000	$ (200)
22	Decorative Street Lights	$ 50,000	$ 150,000	$ 100,000

B. Street Maintenance Fund-Expenses

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
23	**Park Building Improvements**			
	Vogel Park Electrical System Lighting Equipment SMF26-01	$ 25,000	$ 25,000	$ -
	Landscape Equipment Proj. SMF26-02	$ 20,000	$ 20,000	$ -
24	**Street & Road Improvements**			
	Entrance Way Sign West Proj. SMF25-05	$ 200,000	$ -	$ (200,000)
	Entrance Way Sign East Proj. SMF23-07	$ 200,000	$ -	$ (200,000)
	Maintenance of Grounds/Parks/Roads/Dog Park Turf SMF26-02	$ 100,000	$ -	$ (100,000)
25	**Landscape Improvements**			
	Village-wide Landscaping Medians & Bulbout Improvements (Design & Construction) Proj. SMF25-03	$ 208,394	$ -	$ (208,394)
	Village-wide Landscaping Proj. SMF25-04	$ 208,394	$ -	$ (208,394)
26	Machinery & Equipment	$ 20,000	$ 20,000	$ -
27	Contingency	$ 25,000	$ 25,000	$ -
Street Maintenance Sub Total Expenditures		**$ 1,613,572**	**$ 727,721**	**$ (885,851)**
Street Maintenance Total Expenditures		**$ 1,970,824**	**$ 1,113,232**	**$ (857,592)**

6 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

C. Transportation CITT (1/2 Penny Transportation Tax)

	REVENUES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	Surtax Revenue, Local Option Tax	$ 542,000	$ 480,000	$ (62,000)
2	State Grants	$ -	$ -	$ -
3	Other Non-Operating Revenues (Handicap Parking Fees)	$ 6,000	$ 3,500	$ (2,500)
4	Interest Earnings	$ 20,000	$ 23,000	$ 3,000
5	Transfer from General Fund (MOU)	$ 142,900	$ 157,190	$ 14,290
6	Appropriation of Fund Balance	$ 947,135	$ 33,617	$ (913,518)
(CITT) Transportation Fund Total Revenues		**$ 1,658,035**	**$ 697,307**	**$ (960,728)**

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	Cost Allocation 5% Admin Fee Allowed by CITT	$ 10,000	$ 10,000	$ -
2	Engineering & Planning	$ -	$ -	$ -
3	Contract Services	$ 242,361	$ 266,597	$ 24,236
	On Demand Transit Operations (Freebee)	$ -	$ -	$ -
	NBV Transit Services	$ -	$ -	$ -
4	Operating Supplies & Equipment	$ 10,000	$ -	$ (10,000)
5	Street Lights	$ 39,000	$ 35,000	$ (4,000)
6	Uniform	$ -	$ -	$ -
7	Road & Street Improvements	$ 400,000	$ 150,000	$ (250,000)
8	Transfer to Debt Serv for Roadway Improv & Landscape	$ -	$ 235,710	$ 235,710
9	Transfer to General Government	$ 513,774	$ -	$ (513,774)
10	Transfer to Capital Projects Fund-Complete Streets	$ 442,900	$ -	$ (442,900)
(CITT) Transportation Fund Total Expenditures		**$ 1,658,035**	**$ 697,307**	**$ (960,728)**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

VIII. ENTERPRISE FUNDS

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

A. Utility Funds

REVENUES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	Impact Fees - Water	$ 500	$ 9,500	$ 9,000
2	Impact Fees - Wastewater Collection	$ 3,000	$ 400,000	$ 397,000
3	Impact Fees - Wastewater Line (Shoma @ Bldg Permit)	$ -	$ -	$ -
4	Impact Fees - Wastewater Line (Continium)	$ 1,046,296	$ 447,749	$ (598,547)
5	Water Revenue	$ 3,000,000	$ 2,750,000	$ (250,000)
6	Water Meter Fee	$ 1,000	$ 1,000	$ -
7	Water Disconnect / Connect Fee	$ 3,000	$ 3,800	$ 800
8	Sewer Revenue	$ 3,400,000	$ 3,121,595	$ (278,405)
9	Sanitation Revenue	$ 2,200,000	$ 1,800,000	$ (400,000)
10	Service & Late Fees	$ 50,000	$ 40,000	$ (10,000)
11	Dumpster Fee Revenue	$ 1,000	$ 6,000	$ 5,000
12	Other Miscellaneous Revenues	$ 5,000	$ 3,000	$ (2,000)
13	Appropriation of Fund Balance	$ 1,927,414	$ -	$ (1,927,414)
Utility Fund Revenues		**$ 11,637,210**	**$ 8,582,644**	**$ (3,054,566)**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

B. Utilities Administration-Expenditures

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	Position 1: **Public Works Director** (**SB**)	$ 180,000	$ 185,400	$ 5,400
	COLA	$ 5,400	$ 5,562	$ 162
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits (Car Allowance)	$ 6,000	$ 6,000	$ -
	FICA 7.65%	$ 14,495	$ 14,609	$ 114
	Retirement	$ 61,627	$ 65,920	$ 4,293
	Benefits: (EE-Health & Dental, Life & Disability)	$ 21,446	$ 31,883	$ 10,437
	Workers Compensation	$ 3,837	$ 4,221	$ 384
2	Position 2 : **Executive Assistant to Public Works** (**JF**)	$ 83,840	$ 86,355	$ 2,515
	COLA	$ 2,515	$ 2,591	$ 76
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits (Health Stipend)	$ 4,800	$ 4,800	$ -
	FICA 7.65%	$ 6,606	$ 6,804	$ 198
	Retirement	$ 12,116	$ 12,959	$ 843
	Benefits: (Life & Disability)	$ 1,173	$ 1,349	$ 176
	Workers Compensation	$ 117	$ 129	$ 12
3	Position 3: **CIP Director** (**RH**)	$ 160,000	$ 164,800	$ 4,800
	COLA	$ 4,800	$ 4,944	$ 144
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits	$ -	$ -	$ -
	FICA 7.65%	$ 12,919	$ 12,985	$ 66
	Retirement	$ 54,780	$ 58,596	$ 3,816
	Benefits: (EE-Health & Dental, Life & Disability)	$ 21,446	$ 24,663	$ 3,217
	Workers Compensation	$ 223	$ 245	$ 22

B. Utilities Administration- Expenditures Continued

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
4	Position 4: **Chief Resilience Officer** (**PCV**)	$ 135,000	$ 139,050	$ 4,050
	COLA	$ 4,050	$ 4,172	$ 122
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits	$ -	$ -	$ -
	FICA 7.65%	$ 10,637	$ 10,956	$ 319
	Retirement	$ 19,509	$ 20,867	$ 1,358
	Benefits: (EE-Health & Dental, Life & Disability)	$ 21,446	$ 24,663	$ 3,217
	Workers Compensation	$ 188	$ 207	$ 19
5	Position 5: **Project Manager** (**Vacant**)	$ 99,999	$ 102,999	$ 3,000
	COLA	$ 3,000	$ 3,090	$ 90
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits (Boot Stipend)	$ 200	$ 300	$ 100
	FICA 7.65%	$ 7,895	$ 8,139	$ 244
	Retirement	$ 14,472	$ 15,457	$ 985
	Benefits: Health & Dental, Life & Disability	$ 16,010	$ 18,412	$ 2,402
	Workers Compensation	$ 2,131	$ 2,344	$ 213
6	Position 6: **Engineer Inspector** (1) (**Vacant**)	$ 121,735	$ 121,735	$ -
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ -	$ -	$ -
	Additional Benefits (Boot Stipend)	$ -	$ -	$ -
	FICA 7.65%	$ 9,313	$ 9,313	$ -
	Retirement	$ 17,079	$ 17,737	$ 658
	Benefits: Health & Dental, Life & Disability	$ 16,010	$ 18,412	$ 2,402
	Workers Compensation	$ 2,131	$ 2,344	$ 213

B. Utilities Administration- Expenditures Continued

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
7	Position 7: **Public Works Superintendent (TS**)	$ 93,000	$ 105,790	$ 12,790
	COLA	$ 2,790	$ 2,874	$ 84
	Merit	$ -	$ -	$ -
	Additional Benefits (Boot Stipend)	$ 200	$ 300	$ 100
	FICA 7.65%	$ 7,343	$ 8,336	$ 993
	Retirement	$ 13,439	$ 15,832	$ 2,393
	Longevity	$ -	$ -	$ -
	Benefits: Health & Dental, Life & Disability	$ 31,462	$ 36,181	$ 4,719
	Workers Compensation	$ 7,743	$ 8,517	$ 774
10	Position 8: **Lead Customer Service Specialist (RS)** ($90,532.83 total 50% Utility & 50% Bldg Dept)	$ 43,049	$ 45,266	$ 2,217
	COLA	$ 1,291	$ 1,358	$ 67
	Merit	$ 2,217	$ -	$ (2,217)
	Longevity	$ 250	$ 500	$ 250
	Additional Benefits (Boot Stipend)	$ -	$ -	$ -
	FICA 7.65%	$ 3,581	$ 3,605	$ 24
	Retirement	$ 6,532	$ 6,793	$ 261
	Benefits: (EC-Health & ES-Dental, Life & Disability)	$ 11,234	$ 12,919	$ 1,685
	Workers Compensation	$ 62	$ 68	$ 6
11	Position 10: **Customer Service Specialist** (1) ($59,378.80 total 50% Utility & 50% Bldg Dept) (**Vacant**)	$ 29,689	$ 29,689	$ -
	FICA 7.65%	$ 2,271	$ 2,271	$ -
	Retirement	$ 4,165	$ 4,326	$ 160
	Benefits: (EE-Health & EE-Dental, Life & Disability)	$ 8,005	$ 9,339	$ 1,334
	Workers Compensation	$ 42	$ 46	$ 4
12	Overtime	$ 11,000	$ 1,000	$ (10,000)
13	Compensated Absences/Cash Out Sick & Vacation	$ 58,204	$ 60,532	$ 2,328
14	*FICA 7.65%*	$ -	$ 4,631	$ 4,631
15	Cost Allocation	$ 2,956,345	$ 2,741,967	$ (214,378)
	SubTotal	**$ 4,452,859**	**$ 4,317,152**	**$ (135,707)**

B. Utilities Administration- Expenditures Continued

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
16	Engineering & Planning	$ 40,000	$ 50,000	$ 10,000
17	Bank / Merchant Fees	$ 58,100	$ 60,000	$ 1,900
18	**Contractual Services: Data Processing**			$ -
	Software Maintenance (ITRON/Other)	$ 22,000	$ 25,000	$ 3,000
19	Contract Services-Holiday Lighting	$ 100,000	$ -	$ (100,000)
20	**Professional Services**			
	Payroll Services ($60,000 total 70% Allocated to General Gov Total & 30% UT)	$ 18,000	$ 18,000	$ -
	Grant Writer (50% General Gov) (50% Utilities) (Total Hourly Contract Approx. $73,248)	$ 39,458	$ 36,624	$ (2,834)
	Contractual ($60,000 total 50% GG and 50% UT)	$ 30,000	$ 39,180	$ 9,180
21	**Professional Services Annual Reporting**	$ -	$ 30,000	$ 30,000
22	Auditing Fee $125,000 (40% Allocated to General Gov/60% allocated to UT Fund)	$ 72,000	$ 75,000	$ 3,000
23	Postage	$ 8,000	$ 6,000	$ (2,000)
24	Printing & Binding	$ 9,000	$ 1,000	$ (8,000)
25	Toshiba Copier (Transferred from IT)	$ 2,016	$ 2,016	$ -
26	Building Lease Annual Cost for Suite 101, 300, 402, 409 Total $385,846.56 (allocated 40% to Gen Gov, 40% to Utility Fund & 20% to Building Fund). (for FY 2027)	$ 171,099	$ 154,339	$ (16,760)
27	Vehicle Lease	$ 32,400	$ 55,000	$ 22,600
28	**General Insurance**			
29	Liability, Automobile, General, Property, WC Insurance ($872,665 total 50% General Gov, 50% Utility Fund) (3% increase FY 2027)	$ 436,327	$ 449,422	$ 13,095
30	Repairs & Maintenance of Vehicles	$ 25,000	$ 25,000	$ -
31	Repairs & Maintenance of Buildings	$ 20,000	$ 30,000	$ 10,000
32	Repairs, Replace & Maint Office Equipment (Folding Machine & Std Machine)	$ 13,459	$ 12,000	$ (1,459)

B. Utilities Administration-Continued

	EXPENDITURES	FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
33	**Miscellaneous Operating**			
	Sandbags - EMS 25-01	$ 25,000	$ -	$ (25,000)
	Emergency Operations	$ 7,500	$ -	$ (7,500)
34	Office Supplies	$ 3,000	$ 5,000	$ 2,000
35	Gas & Oil	$ 20,000	$ 20,000	$ -
36	**Special Department Supplies: Renamed to Operating Supplies**			
	Utility Bills & Envelopes	$ 1,500	$ -	$ (1,500)
	Other Supplies	$ 3,000	$ -	$ (3,000)
	Portable Light Towers for Ties Park	$ -	$ -	$ -
37	**Telephone Services**			
	Cell Phone Expense	$ 10,059	$ 12,500	$ 2,441
	Landline Service	$ 14,000	$ 12,500	$ (1,500)
38	Equipment Rental, GPS System for Trucks (monthly)	$ 3,000	$ 3,000	$ -
39	**Dues, Subscriptions & Memberships**			$ -
	Sampling & Testing Permitting	$ 30,000	$ 2,000	$ (28,000)
	Annual Operating License FL Health Dep. / GPS Oper. Dep. WT PRG 358	$ 3,500	$ -	$ (3,500)
40	Education & Training	$ 10,000	$ 5,000	$ (5,000)
41	Uniform	$ 5,000	$ 6,500	$ 1,500
42	**Equipment**			
	Causeway Décor	$ 40,000	$ 50,000	$ 10,000
	Security	$ 4,000	$ -	$ (4,000)
43	Contingency	$ 25,000	$ -	$ (25,000)
	SubTotal	**$ 1,301,418**	**$ 1,185,081**	**$ (116,337)**
Utilities Administration Department Total		**$ 5,754,277**	**$ 5,502,233**	**$ (252,045)**
DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET				

B. Water Operations Expenditures

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	Position 1. **Maintenance Lead (BH)** ($67,564.64 50% Water & 50% Sewer)	$ 32,670	$ 33,782	$ 1,112
	COLA	$ 980	$ 1,014	$ 34
	Merit	$ 1,683	$ -	$ (1,683)
	Longevity	$ 250	$ 250	$ -
	Additional Benefits (Boot Stipend)	$ 100	$ 150	$ 50
	FICA 7.65%	$ 2,754	$ 2,681	$ (73)
	Retirement	$ 4,957	$ 5,106	$ 149
	Benefits: Health & Dental, Life & Disability	$ 8,005	$ 9,206	$ 1,201
	Workers Compensation	$ 4,258	$ 4,684	$ 426
2	Position 2. **Maintenance Worker II (FC)** ($70,806.32) 50% Water & 50% Sewer)	$ 34,372	$ 35,403	$ 1,031
	COLA	$ 1,031	$ 1,062	$ 31
	Merit	$ 1,643	$ -	$ (1,643)
	Longevity	$ 250	$ 500	$ 250
	Additional Benefits (Boot Stipend)	$ 100	$ 150	$ 50
	FICA 7.65%	$ 2,885	$ 2,828	$ (57)
	Retirement	$ 5,198	$ 5,386	$ 188
	Benefits: Health & Dental, Life & Disability	$ 8,005	$ 9,206	$ 1,201
	Workers Compensation	$ 667	$ 734	$ 67
3	Position 3. **Maintenance Worler II (BV)** ($82,118.19) 50% Water & 50% Sewer)(Max)	$ 39,863	$ 41,059	$ 1,196
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ 750	$ 750	$ -
	Additional Benefits (Boot Stipend)	$ 100	$ 150	$ 50
	FICA 7.65%	$ 3,139	$ 3,198	$ 59
	Retirement	$ 5,593	$ 6,092	$ 499
	Benefits: Health & Dental, Life & Disability	$ 16,408	$ 18,869	$ 2,461
	Workers Compensation	$ 749	$ 824	$ 75

B. Water Operations Expenditures

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
4	Overtime (50% to Water & 50% to Sewer)	$ 5,000	$ 10,000	$ 5,000
5	*FICA 7.65% (Overtime)*	$ -	$ 765	$ 765
6	Compensated Absences/Cash Out Sick & Vacation	$ 3,650	$ 6,000	$ 2,350
7	Engineering & Planning	$ 50,000	$ 40,000	$ (10,000)
8	Vehicle Lease	$ 7,500	$ 7,500	$ -
10	Repairs & Maintenance of Vehicles	$ 2,000	$ 2,000	$ -
11	Repair & Maintenance of Equipment	$ 2,500	$ 2,500	$ -
12	Repair & Maintenance of Waterlines/Meters	$ 35,000	$ 350,000	$ 315,000
13	Gas & Oil for Vehicles	$ 10,000	$ 4,000	$ (6,000)
14	Minor Tools & Equipment	$ 5,000	$ 4,000	$ (1,000)
15	Special Department Supplies (Renamed : Operating Supplies)	$ 10,000	$ 10,000	$ -
16	Water Purchase-Miami-Dade County	$ 1,300,000	$ 1,300,000	$ -
17	Uniforms	$ 1,000	$ 1,000	$ -
18	Repair & Maintenance to Buildings	$ -	$ 100,000	$ 100,000
19	Transfers to Water Improvements to pay Debt Services	$ 618,693	$ 618,693	$ -
Water Operations Total		**$ 2,226,753**	**$ 2,639,541**	**$ 412,789**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

C. Sewer Operations Expenditures

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	Position 1. **Maintenance Lead (BH)** ($67,564.64 50% Water & 50% Sewer)	$ 32,670	$ 33,782	$ 1,112
	COLA	$ 980	$ 1,014	$ 34
	Merit	$ 1,683	$ -	$ (1,683)
	Longevity	$ 150	$ 250	$ 100
	Additional Benefits (Boot Stipend)	$ 100	$ 150	$ 50
	FICA 7.65%	$ 2,714	$ 2,681	$ (33)
	Retirement	$ 4,957	$ 5,106	$ 149
	Benefits: Health & Dental, Life & Disability	$ 8,005	$ 9,206	$ 1,201
	Workers Compensation	$ 4,258	$ 4,684	$ 426
2	Position 2. **Maintenance Worler II (FC)** ($70,806.32 50% Water & 50% Sewer)	$ 34,373	$ 35,403	$ 1,031
	COLA	$ 1,031	$ 1,062	$ 31
	Merit	$ 1,643	$ -	$ (1,643)
	Longevity	$ 250	$ 500	$ 250
	Additional Benefits (Boot Stipend)	$ 100	$ 150	$ 50
	FICA 7.65%	$ 2,853	$ 2,828	$ (25)
	Retirement	$ 5,198	$ 5,386	$ 188
	Benefits: Health & Dental, Life & Disability	$ 8,005	$ 9,206	$ 1,201
	Workers Compensation	$ 667	$ 734	$ 67
3	Position 3. **Maintenance Worler II (BV)** ($82,118.19 50% Water & 50% Sewer)(Max)	$ 39,863	$ 41,059	$ 1,196
	COLA	$ -	$ -	$ -
	Merit	$ -	$ -	$ -
	Longevity	$ 750	$ 750	$ -
	Additional Benefits (Boot Stipend)	$ 100	$ 150	$ 50
	FICA 7.65%	$ 3,107	$ 3,198	$ 92
	Retirement	$ 5,593	$ 6,092	$ 499
	Benefits: Health & Dental, Life & Disability	$ 16,129	$ 18,548	$ 2,419
	Workers Compensation	$ 749	$ 824	$ 75

C. Sewer Operations Expenditures

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
4	Overtime	$ 5,000	$ 10,000	$ 5,000
5	*FICA 7.65% Overtime & Comp Absences*	$ 382	$ 1,224	$ 842
6	Compensated Absences/Cash Out Sick & Vacation	$ 6,500	$ 6,000	$ (500)
7	Engineering & Planning	$ 40,000	$ 40,000	$ -
8	Electric, Gas & Water	$ 70,000	$ 40,770	$ (29,230)
9	Vehicle Lease	$ 8,700	$ 17,029	$ 8,329
10	Repairs & Maintenance of Vehicles	$ 7,500	$ 2,000	$ (5,500)
11	Repairs & Maintenance of Equipment	$ 13,000	$ 51,846	$ 38,846
12	Lift Stations Emergency Repairs	$ 200,000	$ 250,000	$ 50,000
13	Sewer Line Emergency Repairs	$ 200,000	$ 300,000	$ 100,000
14	Other Operating Expenses (Chemicals, Repairs of Equipment & Building)	$ 10,000	$ 10,000	$ -
15	Gas & Oil for Vehicles	$ 10,000	$ 6,000	$ (4,000)
16	Minor Tools & Equipment	$ 5,000	$ 5,000	$ -
17	Special Department Supplies-Renamed Operating Supplies	$ 5,000	$ 10,000	$ 5,000
18	Temporary Personnel	$ 55,347	$ 52,000	$ (3,347)
19	Miami-Dade County Sewage Disposal Fees	$ 1,376,388	$ 1,500,000	$ 123,612
20	Uniforms	$ 1,500	$ 1,000	$ (500)
21	Contingency	$ 25,000	$ -	$ (25,000)
22	Improvement Other than Buildings	$ -	$ 350,000	$ 350,000
23	Transfer to Sewer Improvements Trust to pay Debt Services	$ 250,000	$ 250,000	$ -
Sewer Operations Total		**$ 2,465,245**	**$ 3,085,632**	**$ 620,387**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

D. Sanitation Operations Expenditures

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	Position 1. **Maintenance Worker II (1) (JA)**	$ 62,348	$ 67,557	$ 5,209
	COLA	$ 1,870	$ 2,027	$ 157
	Merit	$ 3,211	$ -	$ (3,211)
	Longevity	$ 1,500	$ 1,500	$ -
	Additional Benefits (Boot Stipend)	$ 200	$ 300	$ 100
	FICA 7.65%	$ 5,187	$ 5,438	$ 251
	Retirement	$ 9,460	$ 10,357	$ 897
	Benefits: Health & Dental, Life & Disability	$ 30,490	$ 35,064	$ 4,574
	Workers Compensation	$ 3,385	$ 3,724	$ 339
2	Position 2. **Maintenance Worker II (AM)**	$ 56,549	$ 64,340	$ 7,791
	COLA	$ 1,696	$ 1,930	$ 234
	Merit	$ 2,912	$ -	$ (2,912)
	Longevity	$ 1,500	$ 500	$ (1,000)
	Additional Benefits (Boot Stipend)	$ 200	$ 300	$ 100
	FICA 7.65%	$ 4,707	$ 5,108	$ 401
	Retirement	$ 8,580	$ 9,728	$ 1,148
	Benefits: Health & Dental, Life & Disability	$ 30,490	$ 35,064	$ 4,574
	Workers Compensation	$ 3,070	$ 3,377	$ 307
3	Position 3. **Maintenance Worker I (TW)**	$ 51,293	$ 55,588	$ 4,295
	COLA	$ 1,539	$ 1,668	$ 129
	Merit	$ 2,642	$ -	$ (2,642)
	Longevity	$ 1,500	$ 1,000	$ (500)
	Additional Benefits (Boot Stipend)	$ 200	$ 300	$ 100
	FICA 7.65%	$ 4,273	$ 4,457	$ 184
	Retirement	$ 7,783	$ 8,488	$ 705
	Benefits: Health & Dental, Life & Disability	$ 16,010	$ 18,412	$ 2,402
	Workers Compensation	$ 2,652	$ 2,917	$ 265

D. Sanitation Operations Expenditures

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
4	Position 4. **Maintenance Worker I (DG)**	$ 44,304	$ 48,019	$ 3,715
	COLA	$ 1,329	$ 1,441	$ 112
	Merit	$ 2,282	$ -	$ (2,282)
	Longevity	$ -	$ -	$ -
	Additional Benefits (Boot Stipend)	$ 200	$ 300	$ 100
	FICA 7.65%	$ 3,579	$ 3,784	$ 205
	Retirement	$ 6,722	$ 7,206	$ 484
	Benefits: Health & Dental, Life & Disability	$ 16,010	$ 18,412	$ 2,402
	Workers Compensation	$ 2,291	$ 2,520	$ 229
5	Standby/On Call	$ 8,320	$ 9,100	$ 780
6	Overtime	$ 10,000	$ 50,000	$ 40,000
7	*FICA 7.65% On-Call, Overtime, Comp Absences*	$ 765	$ 4,980	$ 4,215
8	*FRS for Overtime*	$ 1,403	$ 8,159	$ 6,756
9	Compensated Absences/Cash Out Sick & Vacation	$ 2,398	$ 6,000	$ 3,602
10	Recycling Fees	$ 150,000	$ 170,000	$ 20,000
11	Vehicle Lease (Garbage Trucks)	$ 80,000	$ 300,000	$ 220,000
12	Repairs & Maintenance of Vehicles	$ 150,000	$ 75,000	$ (75,000)
13	Repairs & Maintenance of Equipment	$ 20,000	$ 15,000	$ (5,000)

D. Sanitation Operations Expenditures

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
15	Chemicals	$ 1,500	$ 1,500	$ -
16	Gas & Oil	$ 60,000	$ 35,000	$ (25,000)
17	Non-Capital Equipment	$ -	$ 25,000	$ 25,000
18	Special Department Supplies-Renamed Operating Supplies	$ 1,000	$ 2,500	$ 1,500
19	Temporary Personnel	$ 55,347	$ 104,000	$ 48,654
20	Solid Waste Disposal-Tipping Fees	$ 500,000	$ 500,000	$ -
21	Education & Training	$ 1,000	$ 1,000	$ -
22	Uniforms	$ 2,000	$ 2,000	$ -
23	Machinery & Equipment	$ 500,000	$ -	$ (500,000)
24	Contingency	$ 25,000	$ 25,000	$ -
Sanitation Operations Total		**$ 1,960,697**	**$ 1,755,063**	**$ (205,634)**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

E. Stormwater Fund

REVENUES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	Stormwater Revenue	$ 457,652	$ 459,626	$ 1,974
2	Late Fees	$ 4,000	$ 4,000	$ -
3	State Grants	$ -	$ -	$ -
4	State Appropriations	$ -	$ -	$ -
5	Loan Proceeds	$ -	$ -	$ -
6	Appropriation of Fund Balance	$ -	$ -	$ -
Stormwater Fund Total Revenues		**$ 461,652**	**$ 463,626**	**$ 1,974**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET				
E. Stormwater Funds- Expenditures				
	EXPENDITURES	**FY 2025-26 ADOPTED BUDGET 9/30/2025**	**FY 2026-2027 PROPOSED BUDGET**	**INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027**
1	Position 1. **Maintenance Worker II (WF)**	$ 48,942	$ 50,412	$ 1,470
	COLA	$ 1,468	$ 1,512	$ 44
	Merit	$ 2,521	$ -	$ (2,521)
	Longevity	$ 300	$ 1,000	$ 700
	Additional Benefits (Boot Stipend)	$ 200	$ 300	$ 100
	FICA 7.65%	$ 4,072	$ 4,049	$ (24)
	Retirement	$ 7,426	$ 7,711	$ 285
	Benefits: Health & Dental, Life & Disability	$ 16,010	$ 18,412	$ 2,402
	Workers Compensation	$ 2,652	$ 2,917	$ 265
2	Compensated Absences/Cash Out Sick & Vacation	$ 3,199	$ 29,211	$ 26,012
3	Overtime	$ 222	$ 1,000	$ 778
4	*FICA 7.65% Overtime & Comp Absences*	$ 262	$ 2,311	$ 2,049
5	Professional Services	$ -	$ 10,000	$ 10,000
5	Contract Services-Stormwater Compliance-NPDES Interlocal Agreement	$ 10,000	$ 10,000	$ -
6	Electric, Gas & Water	$ 1,000	$ 1,000	$ -
7	Temporary Personnel	$ 55,347	$ 57,560	$ 2,214
8	Repair & Maintenance-Vehicle	$ -	$ 25,000	$ 25,000
9	Repair & Maintenance Equipment	$ 50,000	$ 45,000	$ (5,000)
10	Repair & Maintenance of Storm Drain Lines	$ 50,000	$ 45,000	$ (5,000)
11	Gas & Oil	$ -	$ 10,000	$ 10,000
12	Cost Allocation	$ 45,221	$ -	$ (45,221)
13	Education & Training	$ 5,000	$ 5,000	$ -
14	Storm Drains	$ 13,698	$ -	$ (13,698)
16	Contingency	$ -	$ 140,232	$ 140,232
Stormwater Department Total		**$ 317,539**	**$ 467,626**	**$ 150,087**

F. Water Improvements Trust Fund

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE/ (DECREASE)
1	State Revolving Loan Debt & Interest Annual Payment	$ 398,326	$ 235,954	$ (162,372)
Water Improvement Trust Fund Total		**$ 398,326**	**$ 235,954**	**$ -**

G. Sewer Improvements Trust Fund

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE/ (DECREASE)
1	State Revolving Loan Debt & Interest Annual Payment	$ 249,105	$ 249,145	$ 41
Sewer Improvement Trust Fund Total		**$ 249,105**	**$ 249,145**	**$ 41**

V. GOVERNMENTAL FUND - DEBT SERVICE FUNDS

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

H. Debt Service Fund-GOB

REVENUES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	Ad Valorem Taxes - Debt Services	$ 1,800,648	$ 3,929,146	$ 2,128,498
2	Tansfer in from Stormwater Bond $10M	$ 1,128,170	$ -	$ (1,128,170)
Debt Service Fund Total Revenues		**$ 1,800,648**	**$ 3,929,146**	**$ 2,128,498**

EXPENDITURES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	Debt & Interest Payments for GOB Series 2008 JFK Landscaping & Improvements Project Fund	$ 35,505	$ 124,354	$ 88,849
2	Debt & Interest Payments for GOB Series 2010 Parks & Recreational NBV 273 Project Fund	$ 482,654	$ 487,912	$ 5,258
3	Debt & Interest Payments for GOB Series 2022 Park Improvements (TIES)	$ 402,962	$ 405,095	$ 2,133
4	Debt & Interest Payments for Series 2023 (Village Hall)	$ 655,261	$ 655,446	$ 185
5	Debt & Interest Payments for Stormwater Bond (2023 Stormwater Project Line of Credit)	$ 1,128,170	$ 2,256,340	$ 1,128,170
Debt Service Fund Total Expenditures		**$ 2,704,551**	**$ 3,929,146**	**$ 1,224,595**

GOVERNMENTAL FUND - DEBT SERVICE FUNDS

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

H. Debt Service Fund-Roadway Capital Improvement Fund

REVENUES		FY 2025-26 ADOPTED BUDGET 9/30/2025	FY 2026-2027 PROPOSED BUDGET	INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027
1	Transfer from CITT Fund	$ 112,576	$ 111,356	$ (1,220)
Debt Service Roadway Imp. Capital Total Revenues		**$ 112,576**	**$ 111,356**	**$ (1,220)**
EXPENDITURES		**FY 2025-26 ADOPTED BUDGET 9/30/2025**	**FY 2026-2027 PROPOSED BUDGET**	**INCREASE / DECREASE ADOPTED 2026 / PROPOSED 2027**
1	Debt Principal for GOB Series 2020 $1.5M Roadway Improvement Loan	$ 100,000	$ 100,000	$ -
2	Debt Interest for GOB Series 2020 $1.5M Roadway Improvement Loan	$ 12,576	$ 11,356	$ (1,220)
Debt Service Roadway Improvement Capital Total Expenditures		**$ 112,576**	**$ 111,356**	**$ (1,220)**

DETAIL OF INCREASE OR (DECREASE): FY 2025-26 ADOPTED BUDGET, COMPARED TO FY 2026-27 PROPOSED BUDGET

North Bay Village-Budget

Total Taxable Value 2027	$1,909,385,856
2026 Rolled Back Rate	5.3686
Revenue at Rolled Back Rate (95%):	$9,738,192

Item	Dollar Increase (Decrease)	Millage Change	Cumulative Millage	# of votes
1. Rolled-back base	$ -	-	5.3686	Simple Majority (3 of 5)
Village Manager's Recommended Budget	**Dollar Increase (Decrease)**	**Millage Change**	**Cumulative Millage**	**# of votes**
2. Add 4 Hours to PD Patrol*	$ 94,000	0.0518	**5.4204**	2/3 Vote (4 of 5)
3. Required Cost Allocation Recalculation **(Mandatory)**	$ 1,359,315	0.7494	**6.1698**	Unanimous (5 of 5)
4. Community Center	$ 576,000	0.3175	**6.4873**	Unanimous (5 of 5)
5. Increase General Fund Reserve Contribution	$ 2,906,455	1.6023	**8.0897**	Unanimous (5 of 5)

The following items may be added individually at the Commission's discretion.

Item	Dollar Increase (Decrease)	Millage Change
5. IT Technician full-time position	$ 110,000	0.0606
6. Records Clerk full-time position	$ 98,000	0.0540
7. Cost to Implement Police Pay Scale Starting in October 2026	$ 275,000	0.1516
8. Cost to Implement Police Pay Scale Starting in March 2027*	$ 143,000	0.0788
9. 3% COLA – Police Department Sworn Union Employees*	$ 57,000	0.0314
10. 3% COLA – General Fund Employees (Excluding PD Sworn Union Employees)	$ 137,000	0.0755
11. Restore Community Events ($5,000 each)	$ 20,000	0.0110

*Selecting Option #8 (March 2027 implementation) eliminates the need for Items #2 and #9.

3% COLA for Utility Employees (Enterprise Fund – No General Fund Impact) $ 119,536

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE VILLAGE'S PROPOSED MILLAGE RATE AND ROLLED-BACK RATE COMPUTED PURSUANT TO SECTION 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME AND PLACE AT WHICH THE FIRST AND SECOND PUBLIC BUDGET HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2026-2027; DECLARING THE PROPOSED DEBT-SERVICE MILLAGE RATE; DIRECTING THE VILLAGE CLERK AND VILLAGE MANAGER TO FILE THIS RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AUTHORIZING THE VILLAGE MANAGER TO CHANGE BUDGET HEARING DATES, IF NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the proposed millage rate, debt service millage rate, and dates, times, and places of the budget hearings.

BACKGROUND AND ANALYSIS

In accordance with Section 200.065 of the Florida Statutes, the Village is required within thirty five (35) days of service of the Certification of Taxable Value to advise the Property Appraiser of the Village's proposed millage rate, the Village's rolled-back rate, and the date, time, and place at which public hearings will be held to consider the proposed millage rate and the tentative budget.

Declaration of Proposed Millage Rate:

The proposed millage rate for the Village for Fiscal Year 2026-2027 will be determined during the discussion.

Declaration of Proposed Debt-Service Millage Rate:
The proposed Debt Service Millage will be determined during the discussion.

Proposed Schedule of Budget Hearings
* 1st Budget Hearing
Tuesday, September 15, 2026 at 6:00 PM
(To consider the proposed millage rate and tentative budget)

* 2nd Budget Hearing
Thursday, September 28, 2026 at 6:00 PM
(To adopt a millage rate and finalize the budget)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBDRefer to budget presentation

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Propose Millage Rate and Budget Hearing Dates .DOCX
Budget_Calendar_FY_2027.pdf

RESOLUTION NO. 2026 –_____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE VILLAGE'S PROPOSED MILLAGE RATE AND ROLLED-BACK RATE COMPUTED PURSUANT TO SECTION 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME AND PLACE AT WHICH THE FIRST AND SECOND PUBLIC BUDGET HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2026-2027; DECLARING THE PROPOSED DEBT-SERVICE MILLAGE RATE; DIRECTING THE VILLAGE CLERK AND VILLAGE MANAGER TO FILE THIS RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AUTHORIZING THE VILLAGE MANAGER TO CHANGE BUDGET HEARING DATES, IF NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 200, Florida Statutes, provides a procedure for the adoption of ad valorem tax and millage rates associated therewith; and

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a proposed millage rate, together with the establishment of a rolled-back millage rate computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, on July 1, 2026, the Honorable Tomas Regalado, Miami-Dade County, Property Appraiser (the "Property Appraiser") served upon North Bay Village, Florida (the "Village") a "Certification of Taxable Value" certifying to the Village its 2026 taxable value; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require that the Village, within thirty-five (35) days of service of the Certification of Taxable Value, advise the Property Appraiser of the Village's proposed millage rate, the Village's rolled-back rate, and the date, time, and place at which public hearings will be held to consider the proposed millage rate and the tentative budget; and

WHEREAS, in accordance with the provisions of the Village's Charter and Florida law, the Village Commission is presenting the proposed millage rate, rolled back rate, and budget hearing dates to formally notify and allow all interested persons to be heard at the public hearings specified herein in regard to any proposed item thereof.

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. Declaration of Proposed Millage Rate. That the proposed millage rate for the Village for Fiscal Year 2026-2027 is declared to be _____ mills, which is $_____ per $1,000.00 of assessed property within the Village.

Section 3. Computation of Rolled-Back Rate. That the rolled-back rate, as computed pursuant to Section 200.065, Florida Statutes, is 5.3686 mills, which is $5.37 per $1,000.00 of assessed property within the Village. The proposed millage rate is ____ mills or _____% higher than the rolled-back rate.

Section 4. Declaration of Proposed Debt-Service Millage Rate. That the proposed Debt Service Millage is _____.

Section 5. Schedule of Budget Hearings. That the date, time, and place of the first and second public hearings for the Village to consider the proposed millage rate and the tentative budget and to adopt a millage rate and adopt the budget, respectively, are hereby scheduled by the Village Commission as follows:

DATE	TIME	PLACE
1st Budget Hearing Tuesday, September 15, 2026 *(To consider the proposed millage rate and tentative budget)*	6:00 PM	Village Hall 1666 Kennedy Causeway, #101 North Bay Village, FL 33141
2nd Budget Hearing Monday, September 28, 2026 *(To adopt a millage rate and finalize the budget)*	6:00 PM	Village Hall 1666 Kennedy Causeway, #101 North Bay Village, FL 33141

The Village Commission will conduct a public hearing on the proposed general fund millage rate first. At the conclusion of the General Fund millage rate hearing, the Commission will conduct a public hearing on the Debt Service millage rate. These items will be followed by a public hearing on the Fiscal Year 2026-2027 Budget. The Budget may be discussed during the hearing, but the millage rate must be voted on first.

Section 6. Transmittal. That the Village Clerk and Village Manager are directed to take all necessary steps to submit the Village's 2026 Certification of Taxable Valuable (DR-420) Form and provide a certified copy of this resolution to the Honorable Tomas Regalado, Property Appraiser of Miami-Dade County, on or before Saturday, August 1, 2026.

Section 7. Authorization. That in the event that the Miami-Dade County Board of County Commissioners or the Miami-Dade County School Board schedule or reschedule a budget hearing on a date scheduled for a Village budget hearing, the Village Manager is authorized to change the date of either or both Village budget hearings.

Section 8. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

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

PASSED AND ADOPTED on this 28th day of July, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

North Bay Village
HEART OF THE BAY

FY 2027 Proposed Budget Calendar

June 1, 2026	Departmental Budget requests placed on Public Shared Drive.
June 1, 2026	Property Appraiser estimated assessment of the value of all property no later than June 1 of each year (CH200.065(7) F.S.). Property Appraiser delivers the estimated 2026 assessment of roll values.
June 8, 2026	Capital Expenditure Project Requests due to Finance.
June 10, 2026	Departmental Budget Worksheets for FY 2027 and the Preliminary Year-End Estimates 9/30/2026 due to Finance.
June 8 – 12, 2026	One-on-One Meetings between Village Manager's Office, Department Heads and Finance review Departmental Budget Worksheets.
June 15, 2026	Departmental Overview (Department Mission Statements, Budget Messages, Description of Services & Activities and Department Goals) due to Finance.
June 15, 2026	Performance Measures due to Finance.
June 15 - June 19, 2026	Village Manager and Finance Finalize Proposed FY 2027 Budget Changes.
June 25, 2026	The Village Commission held a First Workshop to Review the FY 2027 Proposed Operating Budget.
July 1, 2026	Property Appraiser certifies assessment of the value of all property no later than July 1 of each year (CH200.065(7) F.S.). Property Appraiser delivers the estimated 2026 assessment of roll values.

North Bay Village
HEART OF THE BAY

FY 2027 Proposed Budget Calendar

July 28, 2026	The Village Commission holds a Second Workshop to Review the FY 2027 Proposed Operating Budget & Capital Projects for All Funds and the Ad Valorem Millage Rate.
July 28, 2026	Adoption of the proposed millage rates and setting the dates, times, and places for the two required public hearings.
July 29, 2026	*Miami Dade County School Board First Budget Hearing for FY 2027. Wednesday, 6:00pm.*
July 31, 2026	Fiscal Year 2027 Proposed Budget Delivered to the Village Commission.
August 4, 2026	North Bay Village to Notify Property Appraiser of FY 2027 Proposed Millage Rates and Dates for Public Hearing on FY 2027 Budget, no later than August 4th.
September 3, 2026	Miami Dade County Commission holds First Public Hearing on FY 2027 County Budget. Thursday, 5:01 pm
September 9, 2026	*Miami Dade County School Board holds second & Final Public Hearing on FY 2027 Budget.* Wednesday, *6:00 pm.*
September 15, 2026	North Bay Village holds First Public Hearing on FY 2027 Tentative Budget.
September 17, 2026	*Miami Dade County Commission holds Second Public Hearing on FY 2027 County Budget. Thursday, 5:01 pm*
September 28, 2026 (Tentative)	North Bay Village holds Second & Final Public Hearing to Adopt FY 2027 Final Budget and Final Millage Rates.
October 1, 2026	Implement FY 2027 Budget.

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

RECOMMENDATION

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

BACKGROUND AND ANALYSIS

Over the last several months, the Village Commission has explored alternative fee structures for community contribution fees for bonus density and height. In addition, the Commission has considered the price for Transfer of Density Rights [TDR].

During the June Commission meeting, staff was directed to provide an alternative fee structure. That structure and amended TDR fee are presented in the attached fee schedule for the Commission's consideration.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be addressed

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution Amending Fee Schedule - July 2026.DOCX
Exhibit A - Master Fee Schedule - July 2026 - CCF and TDRs.DOCX
RC Building Height RM70.pdf

RESOLUTION NO. 2026-_____

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; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2019, the North Bay Village (the "Village") Commission adopted Resolution No. 2019-83 approving a fee schedule for administrative services, building fees, and zoning fees (the "Fee Schedule"), which has been amended from time to time, with the last amendment being approved on June 29, 2026 to modify building permit fees to ensure compliance with Chapter 2026-63, Laws of Florida ("HB 803"), that became effective July 1, 2026, and amended s. 553.79 and s. 553.791, Florida Statutes; and

WHEREAS, the Village Commission desires to further amend the Fee Schedule as provided in Exhibit "A" attached hereto and incorporated herein, to modify community contribution fees associated with development approvals for onus density and bonus height, as well as to modify the cost for transfers of development units; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Fee Schedule attached hereto as Exhibit "A," which shall take effect immediately.

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

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

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

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

PASSED AND ADOPTED on this 28th day of July, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE

Fee Schedule

NORTH BAY VILLAGE
EST. 1945

July 28, 2026
~~*June 29, 2026*~~

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Name:	**Copies and Services**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

TYPE	Fee
Document printing not to exceed 8 ½ x12”	$0.15 per page, single sided $0.20 per page, double sided
Document printing exceeding 8 ½ x14” but not larger than 11 x 17”	$0.50 per page
Document printing for which the Village does not have the necessary equipment.	Actual cost to the Village of obtaining a copy from a third party and if obtaining the copy requires physical transmittal away from Village Hall, then the actual cost of courier service or labor costs incurred by or attributable to the Village for the clerical or supervisory assistance required for the transmittal shall likewise be charged.
DVD/disk/USB recordings, per DVD/disk/USB	$10.00
Annual Audit	$10.00
Annual Budget	$15.00 – Bound $0.15 per page, single sided $0.20 per page, double sided
Certification of Copies	$1.00
Village Charter	actual cost, plus mailing and handling fee
Village Code Book Supplements	$150.00 Actual Cost, plus mailing and handling fee
Zoning Code	$20.00
Notary Service	$10.00
Marriage Ceremony	$30.00
Open Permit Search	$25.00
Contractors’ Registration	$25.00

Fees/Computations continued:

Standard Lien Search	$150.00
Special Event Permits	$500.00
Additional Event fees (all events)	Extra-Duty Police Officer: $75.00 per hour per officer for a minimum of 4 Hours, plus $35.00 Administrative fee. Road Closures/Right of Way Closures: Fee subject to location and area size. Late Application Fee: $100.00
Sewer Capacity Certification Letter	$75.00
Zoning Certification Letter	$75.00

In accordance with the provisions of Florida Statues § 119.07, with respect to public records requests, the Village is permitted and shall charge an extensive research fee whenever extraordinary time constraint is designated by the person requesting copies or research of public records, requiring extraordinary expenditure of time by the Village Clerk's office or other Village department acting as records custodian. To comply with the request, the Village clerk or other Village department acting as records custodian shall collect the cost of providing such extraordinary services (i.e., the extensive research fee) in advance and in addition to the fees, which shall be established, by the Village. For purposes of this section, the term "extraordinary expenditure of time" shall mean 15 minutes or more. The extensive research fee shall be calculated using the hourly wage of the employee performing such services.

Where fees are chargeable under this section but are not specifically set forth herein, the Village Manager is authorized to charge a fee or fees based upon the guidelines and standards set forth. Where feasible, the Village Manager shall promulgate a schedule of rates governing employees' times for extensive clerical or supervisory assistance. The Village Manager shall review the rate schedule at least every six months, commencing the first day of each fiscal year.

Any person desiring to obtain copies or review Village records, the nature or volume of which is such as to require extensive clerical or supervisory assistance, shall first make an appointment to do so with the Village Clerk.

No original document or tape recording shall be examined or reviewed other than in the presence of the Village Clerk, or designee thereof as custodian of the records of the Village. Any time spent by the Village Clerk, or designee of the Village Clerk supervising the review of original documents or tape recordings shall be deemed time spent in extensive clerical or supervisory assistance as defined in this section and shall be subject to the prescribed charges for the service.

Name:	**Development Approval Fee and Cost Recovery Deposit Schedule**
Receiving Fund(s):	
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

Type of Request	Filing Fee	Cost Recovery Deposit*
Amendments		
Comprehensive Plan Text Amendment	$2,000	$15,000
Comprehensive Plan Future Land Use Map Amendment	$2,000	$15,000
Zoning Map Amendment **	$2,000	$12,000
Unified Land Development Code Amendment **	$2,000	$10,000
Site Plan Review		
Single Family Residential (no commission)	$1,000	$2,000
Multifamily Residential and New Non-Residential	$2,000	$15,000
Special Area Plan Permit (DRC, no commission)	$1,000	$12,000
Administrative Site Plan Review (DRC, no commission)	$1,000	$12,000
Site Plan Modification (Commission review)		
Single Family Residential	$1,000	$2,000
Multifamily Residential and Non-Residential	$2,000	$8,000
Administrative Site Plan Modification (No commission review)		
Single Family Residential	$600	$1,000
Multifamily Residential and Non-Residential	$600	$4,000
Variances, Waivers and Administrative Adjustments (Per instance)		
Administrative Adjustment (Single Family)	$600	$2,000
Single Family Residential Variance	$1,000	$3,000
Multifamily Residential and Non-Residential Variance	$1,000	$5,000
Sign Variance	$1,000	$2,000
Alcoholic Beverage Sales Variance	$1,000	$3,000
Waiver ***	$600	$1,500
Extension of Waiver ***	$300	$500
Use Exceptions and Warrants		
Single Family Residential Use Exception	$1,000	$2,000
Multifamily Residential and Non-Residential Use Exception	$1,000	$4,000
Warrant ***	$600	$1,500
Extension of Warrant ***	$300	$500

Fees/Computations continued:

Type of Request	Filing Fee	Cost Recovery Deposit*
Renewals/Resubmissions of Site Plans, Variances, and Use Exceptions ****		
Single Family Residential and Existing Non-Residential	50% of original filing fee	$1,000
Multifamily Residential and New Non-Residential	50% of original filing fee	$2,000
Other Requests		
Dock Application	$300	$,2000
Appeal of Administrative Decision	$600	$3,000
Preliminary and Final Plat	$1,000	$10,000
Waiver of Plat	$1,000	$4,000
Transfer of Density Rights Application	$150	$500
Preapplication Conference	$150	$2,000
Zoning and Land Use Verification (Basic/Comprehensive)	$75	$75/$150
Certificate of Use	$75	$150
Official Interpretation of Unified Land Development Code	$150	$1,000

* In accordance with Section 5.12, “Filing fees, charges for consultant services, and escrow account” of the North Bay Village Unified Land Development Code (ULDC), the applicant is responsible for the actual cost of professional review services for development applications, including but not limited to: engineering, planning, legal, technical, environmental, etc. Regardless of the outcome, these review costs shall be deducted from the cost recovery deposit. Depending on the level of effort involved in the review, should the cost exceed the initial deposit, the applicant shall be required to replenish the cost recovery deposit. However, if the cost recovery deposit is not entirely expended, the remaining balance will be refunded to the applicant. Filing fees are not refundable.

Including Special Area Plan text amendments and amendments to the Zoning Map.

*** Per Sec. 15.1.H. of Chapter 15, Form-Based Code, of the ULDC

**** If, in the opinion of the Village Manager or his/her designee, the resubmitted project is so substantially modified as to represent a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.

Note: In addition to application fees and cost recovery deposits, applicants shall be responsible for the cost of all required advertising and mailing of notices.

Name:	**Community Contribution Fees Associated with Development Approvals**
Receiving Fund(s):	
Purpose:	Community contribution fees collected according to the following schedule shall be utilized for the purchase and improvement of existing or future Village parks, land for additional public open space, other public amenities, beautification projects, or infrastructure improvement projects.
Fees/Computations:	

Community Contribution Fees for
Additional Density in the T6 Transect Zone (Sec. ~~15.2, H.~~ 8.12.5) *

The Community Contribution Fee for properties in the T6 zoning district is: $80,000 per bonus unit.

~~1. The initial community contribution fee is $20,000.00 per additional unit of density above the base density of 70 units/acre. This fee amount shall be reviewed and, as necessary, adjusted by the Village Commission on the recommendation of the Village Manager as part of the annual budget process.~~
~~2. Projects shall be categorized as either Tier 1 (71-120 units/acre) or Tier 2 (121-150 units/acre).~~
~~3. Community contribution fees for additional units of density shall be calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission:~~

	~~% of Fee Assessed~~	
	~~Tier 1 (71-120 u/ac)~~	~~Tier 2 (210-150 u/ac)~~
~~With site plan approved within 12 months from effective date of Chapter 15 of the ULDC (Form-Based Code)~~	~~0%~~	~~25%~~
~~With site plan approved between 12-18 months from effective date of Chapter 15 of the ULDC (Form-Based Code)~~	~~25%~~	~~50%~~
~~With site plan approved within 18-24 months from adoption date of Chapter 15 of the ULDC.~~	~~50%~~	~~75%~~
~~With site plan approved 2 or more years from adoption date of Chapter 15 of the ULDC.~~	~~100%~~	~~100%~~

Payment Schedule:

~~4.~~ Twenty-five percent (25%) of the total assessed Community Contribution Fee shall be payable within 90 days of Commission approval of the site and development plan and shall be nonrefundable.
~~5.~~ The remaining seventy-five percent (75%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit and shall be non-refundable.
~~6. The Community Contribution fee shall be flat on a per-unit-of-additional-density basis.~~

Fees/Computations continued:

Community Contribution Fees for
Bonus Height in the RM-70 and CG Zoning Districts (Sec. 8.12) *

Community contribution fees for bonus height in the RM-70 and CG zoning districts shall be: ~~calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission~~

RM 70 & CG Bonus Height Tier 1 (up to 90 bonus feet from 150 base to 240 feet): $10,000 per additional foot.
RM 70 Bonus Height Tier 2 (up to 72 bonus feet from 240 feet to 312 feet): $25,000 per additional foot.
Note: Eligibility of Tier 2 bonus height is limited to projects that separately purchase and pay for TDRs. CG Zoning does not permit bonus height beyond 240 feet.

Through the approval of a development agreement, the Village Commission may approve a reduction to the Tier 1 and Tier 2 bonus height fees for projects that are located on one or more parcels up to 22,400 square feet in the aggregate.

Projects that acquired transferred density units on or before May 19, 2026 shall pay bonus height up to 240 feet as follows[1]:

(a) Residential and Hotel/Motel Uses

For every 10 feet of bonus building height approved by the Village Commission:

- $750.00 per residential dwelling unit in the building
- $250.00 per hotel/motel sleeping unit in the building

(b) Office, Retail or Restaurant Uses

$10.00 per square foot that exceeds maximum base height (excluding uncovered steps and exterior balconies).

[1]: The applicable projects shall continue to be exempt from payment of the bonus height in excess of 240 feet.

Community Contribution Fees for
Bonus Height in the T6 Transects (Sec. 8.12(B)3.)*
$100,000 per vertical lineal foot of bonus due within 60 days of site plan approval by the Village Commission.

Community Contribution Fees for
Transfer of Density Rights (TDR) Program (Sec. 8.13) *

~~$125,000.00 per nonwaterfront transferred density unit, and $150,000.00~~ $200,000 per ~~waterfront~~ transferred density unit approved by the Village Commission**
TDRs are only available for use in RM-70 zoning district.
**

* Community Contribution Fees to be reviewed annually and adjusted as necessary by the Village Commission on the recommendation of the Village Manager during the budget process.
** The Community Contribution Fee for Transfer of Density Rights shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission.

Name:	**Building and Permits Fees**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	No person shall erect or construct or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, convert, extend or demolish any building or structure, where the cost of the work is more than $500.00 without first obtaining a building permit. Exception: Any construction activities, regardless of the value, that include structural, electrical, plumbing, or mechanical work, shall require a permit. Applicants are entitled to receive a 50% discount of base permit fees for these permit types: impact windows and doors, shutters, roofs, generators, solar installations, and living seawalls. * Applicants using a Private Provider are entitled to a discount of the base permit fee not to exceed 10%, 5% for plan review and 5% for inspections. All municipal permit fees are waived for Village projects. Owner/Builder permits are exempt from contract requirements. Minimum Permit Fee for all disciplines $150.00.

Type	Fee
Upfront Application fee for Building Permit	$150.00 non-refundable
Base Permit Fee Exceeds $400.00	Non-refundable plan review fee equal to one-third of the base building permit fee (including electrical, plumbing, and mechanical) paid at the time of submittal of the building permit application. This fee shall be applied to the total fees at the time of issuance of the building permit. Should a building permit not be issued, this fee shall not be refunded.

DOUBLE FEES: When work for which a permit is required commenced prior to obtaining a permit, the permit applicant will be required to pay an additional fee of one hundred percent 100% of the usual permit fee in addition to the required permit fee established herein. The payment of the required fee shall not relieve the applicant of other penalties established by law.

Name:	**Building and Permits Fees (cont'd.)**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	For purposes of determining the permit fee, the value of the work to be performed under the permit shall be determined as follows: For new construction of and additions to the Florida Building Code occupancies, the construction value of the work shall be the current values established by the Miami-Dade Board of County Commission. For miscellaneous permit activity not otherwise provided for in this section, including but not limited to repair, or alterations, or changes to electrical service, the value of the work shall be the actual value of such work as determined by the applicant and approved by the Building Official. The applicant shall be responsible for accurate reporting of the value of the work, and the reported value shall be subject to review and verification by the Building Official.

Type	Fee
New Single Family	**$6.00 / square foot** Plus additional fees for electrical, plumbing, and mechanical and sign permits as listed herein.
New Multi-family or Commercial (10,000 square feet or less)	**$6.00 / square foot** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Multi-family or Commercial (over 10,000 square feet)	**$4.00 / square foot** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
Commercial Buildout	**$3.00 / square foot**
Residential Addition **Additions computed as new area plus remodeling area	**$6.00 / square foot**

Name:	**Building and Permit Fees (cont'd)**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	The following fees shall apply to building permits only and shall not include fees for plumbing, electrical, or mechanical installation. Alterations, remodeling, and repairs to building and other structures:

Type	Fee
Residential Remodeling / Alteration	$3.00 / square foot
Commercial Remodeling / Alteration	$4.00 / square foot
Window Installation	$50.00 / each
Skylight Window Installation	$90.00 / each
Glass Doors (per pane) Installation	$75.00 / each
Storefront - Commercial (per pane or door)	$50.00 / each
Exterior Paint Color Compliance Review (Zoning Required)	$150.00 Flat Fee
Flat or Shingle Roof	$0.50 / square foot
Tile or Metal Roof	$0.70 / square foot
Awnings, canopies, residential patios or carports (with Fire Bureau approval)	$3.00 / square foot
Swimming Pool single family residential. (Each New)	$2,000
Swimming Pool single family residential, repair.	$500
Swimming Pool multi family or commercial. (Each New)	$6,000
Swimming Pool multi family or commercial, repair	$1,000
Pool resurface	$150
Solar Pannels, Single family Building fee	$500

Fees/Computations: Continued

Type	Fee
Construction trailer and sales model (modular / pre-fabricated)	$400.00 per trailer
Fence: Wood/Metal/PVC	$1.50 / linear foot
Chain link Fence (For Construction Only)	$0.70 / linear foot
Concrete Fence (including prefab)	$3.00 / linear foot
Retaining Wall	$20.00 / linear foot
Vacant lot fence annual inspection	$250.00 per calendar year
Demolitions	Single Family - $250.00 Flat Fee Multi-Family/Commercial - $500.00 Flat Fee
Construction dumpsters (Containers for the placement of construction debris shall not be placed within the public right-of-way without prior authorization by the Building & Zoning Department). Violation of this section shall be governed by Chapter 153 of the Village Code.)	$150.00 Flat Fee
Concrete Slabs / Driveways / Paving	$0.50 / square foot
Asphalt resurfacing (including restriping):	$0.05 / square foot
Restriping only	$150.00 Flat Fee
Seawall	$53/linear foot
Walk-In Coolers, each (Building fee)	$500
Backup generator, single family (Building fee)	$500
Backup Generator Commercial or multi family (Building fee)	$4,000
Revisions (Review fees plus per Square foot fee for added area)	$250 / Trade review / Cicle
Hand Rails/Balcony rails	$4/lf

Fees/Computations: Continued

Type	Fee
Signs (including, but not limited to, projecting signs, flat signs, painted on wall signs, storefront signs, pylon signs, wall-mounted signs non-illuminated and illuminated, and all interior signs visible from the exterior of premises occupied such as shopping centers and malls): Note: illuminated signs are required to obtain an electrical sub-permit.	$350.00 / each
Certificate of occupancy, temporary or final, fee per unit	$180.00
Certificate of completion	$180.00
Change of Contractor	$150.00
Re-inspection Fees	A permit holder shall pay a fee of $100.00 for each additional inspection required to assure compliance with the applicable Building Code(s) beyond the initial and one follow-up inspection. All additional inspection fees shall be paid by any method acceptable to the Miami-Dade County Regulatory and Economic Resources Department (RER or Department).
Overtime Inspections (Requires written Village approval for overtime work hours)	$300 first hour, $150 each subsequent hour.
Back flow annual inspection	$150
Boiler or pressure vessel annual inspection	$150
Construction in Right-of-Way permit	Estimated value times 5.0 percent
Use of Right-of-Way permit	$150.00 for every five-day period
Construction Bond (refundable)	$500.00 – Single Family $1000.00 – Multifamily / Commercial $5000.00 – Right of Way Construction

Fees/Computations: Continued

Type	Fee
Electrical	
New Construction up to 10,000 sf	$0.25 / square foor
New Construction over 10,000 sf	$0.23 / Square foot
Temporary Power	$300
Meter changeout	$300
Panel changeout	$300
Pool Electric	$500
Solar Panels	$200
Generator, residential	$250
Generator, Commercial	$1,000
Low Voltage Residential	$0.20 / SF
Low Voltage Commercial	$0.25 / SF
Fire Alarm	$0.20 / SF
Sign Electrical	$200
Plumbing	
New Construction up to 10,000 sf	$0.24 / square foor
New Construction over 10,000 sf	$0.22 / Square foot
Water heater changeout	$150
Boiler replacement	$1,500
Grease Trap / Underground Tanks	$500
Gas	$150 / connection
Pool Plumbing	$300
Wells	$150
Civil (drainage/utility connection/etc)	2% of value of work
Mechanical	
New Construction up to 10,000 sf	$0.25 / square foor
New Construction over 10,000 sf	$0.23 / Square foot
A/C changeout up to 6000 BTU	$350
A/C changeout over 6000 BTU	$550
Cooling tower replacement	$1,500
Trash Chute	$50 / floor
Elevators, Escalators, and Other Transporting Devices (County Approval Required)	$150
Fire sprinklers	$500
Portable Toilet	$150 / each

Fees/Computations: Continued

Type	Fee
Filming	Purpose and objectives. (a) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning: *Film or filming* means any and all still, live or motion picture productions whether made on or by film, electronic tape or any other electronic device used to produce theatrical motion pictures, television entertainment motion pictures, industrial motion pictures, television commercials or print media. Filming shall include the erection and dismantling of the equipment associated therewith. *Permit* means a permit issued by the Village in accordance with the terms of this article. *Village Manager* means the Village Manager or authorized designee. (b) Applicability of article. This article shall apply to all the lands within the Village's jurisdiction, whether public or private. 1. Permit required; display. No person shall film within the Village without first applying for and obtaining a permit from Miami-Dade County and the Village. All permits shall be conspicuously displayed at the filming location. 2. Permit application. Applications for a permit: i. Shall be on the form provided by the Village. ii. Shall identify the applicant. iii. Shall identify the locations where filming is going to be conducted. If the applicant is the owner of the property where filming is going to be conducted, the city shall require proof of ownership, such as the deed, or if the applicant is not the owner, then the Village shall require the owner's sworn consent to the filming and proof of ownership. Shall require that the applicant provide evidence of public liability insurance in the minimum amount of $1,000,000.00 or as otherwise established by the Village. All insurance policies shall name the Village as an additional insured. v. Shall include a parking plan for automobiles, trucks, and other vehicles connected with the filming. vi. Shall include a site plan for the locations where filming will be conducted. vii. May, at the discretion of the Village Manager, require that the applicant post a cash bond to be determined by the Village Manager and be held by the Village to be used, if necessary, to repair damage to public property caused by the filming.

Fees/Computations: Continued	Type	Fee
	Filming	3. Limitations on permits. Permits issued by the Village shall be subject to the following: i. No filming shall be permitted from 11:00 p.m. to 7:00 a.m. ii. Other limitations as specified by the Village Manager depending on the location and type of filming such as requiring off-duty police officers to be present during filming. 4. Permit fees. A permit fee in the amount of $200.00 per day shall be due and payable at the time of permit application. Permit fees shall be doubled for all filming, which is done without first obtaining a permit. The additional fee shall be imposed as a penalty. 5. Permit criteria. A filming permit shall be granted unless the Village Manager finds that the proposed filming: i. Unduly impedes governmental business or public access; ii. Conflicts with previously scheduled activities; or iii. Imperils public safety. (d) Notice to property owners prior to filming. Forty-eight hours prior to commencing any permitted filming, the permit holder shall notify in writing all property owners within 300 feet of the filming location. The notice to owners shall include but not be limited to the location, date, hours and subject matter of the filming. (e) Penalty for violation of article. Any person who violates the provisions of this article shall be subject to a $500.00 fine and revocation of the permit. (f) Exemptions from article. The following shall be exempt from the provisions of this article: 1. Individuals filming or videotaping only for their own personal or family use. 2. Employees of print or electronic news media when filming ongoing news events. This exception shall not apply to simulations or reenactments orchestrated by print or electronic news media. 3. The filming proposed to be done as a result of the variance will be conducted in accordance with all standards in this article other than those for which a variance is being granted. (h) Appeals. Any person aggrieved by the terms of a permit issued by the Village Manager, by the decision not to issue a permit, by the revocation of a permit or by the denial of a variance may, within ten days of the decision, appeal to the Village Commission, whose decision shall be final.

Fees/Computations: Continued

Type	Fee
Engineering Plan Review	$125.00 per hour or the actual cost of engineering services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the structural engineering review mandated by Miami-Dade County.
Zoning Plan Review	$125.00 per hour or the actual cost of zoning services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the zoning review mandated by the Village Code.
Civil Plan Review	$95.00 per hour or the actual cost of engineering Civil plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the civil review.
Flood Plan Review	$110.00 per hour or the actual cost of engineering Flood plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the flood review mandated by FEMA.
Public Works Plan Review	$95.00 per hour or the actual cost of Public Works plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the Public Works review.

These fees shall be paid by the contractor or owner to the Village prior to the issuance of a permit and shall, if not paid, constitute a lien upon the property for which a building permit is sought. These fees shall be due and payable without regard to whether a permit is issued by the Building Department.
If the applicant has obtained the resulting building permit within 180 days of receipt of notice from the Village that the application is approved, then the Village may close the application out and maintain the proper records as required by Florida Statutes. An applicant wishing to receive a permit after the 180-day period must reapply with a new application. There shall be no refund of any prior payments or fees if the application has expired.

Fees/Computations: Continued

The following fees shall be charged in addition to the permit fees set forth above:

Type	Fee
Updating of the information technology system: A surcharge fee equal to five percent of the Total Permit Fees shall be charged for the development, maintenance, and updating of an information technology system. This fee will be deposited into an enterprise account to support the information technology system for the Building and Zoning Department.	Minimum $5.00 Maximum $500.00
Building Department Training and Education Surcharge	$0.25 per $1,000.00 cost of construction. Fee to be collected on master permit and/or stand-alone permit.
Extended construction hours fee	Per Village Code Section 96.15, the Village Manager may set fees for extended construction hours requests based on the expected consumption of Village resources and staff time.

Fees/Computations: Continued

A permit shall expire and become null and void if the work authorized by the permit is not commenced within 180 days from the date of issuance of the permit or if the work when commenced is suspended or abandoned at any time for a period of 180 days.

Work shall be considered to have commenced and be in active progress when in the opinion of the Building Official a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting until the structure is completed.

Such work on only one day or testing shall not be considered commencement of work. If the work covered by the permit has not commenced or has been commenced and been suspended or abandoned, the Building Official may extend such permit for a single period of 180 days from the date of expiration of the initial permit if request for extension is made and received by the city prior to the expiration date of the initial permit. If the work covered by the permit has commenced, is in progress, has not been completed and is being carried on progressively in a substantial manner in accordance with the definition set forth herein, the permit shall be in effect until completion of the job.

If work has commenced and the permit becomes null and void or expires because of a lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work. If a new building permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official shall require that any work which has been commenced or completed be removed from the building site; or he may issue a new permit, on application, providing the working place and requirements to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

The fee for renewal, re-issuance, and extension of permit shall be:

Within six months of the expiration date	50% of permit fee
After six months of the expiration date	100% of permit fee
Extension of a permit before the expiration date	$150.00

Name:	**Business Tax Receipts**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	The following fees shall apply to Business Tax Receipts:

Type	Fee
All Applications and Renewals for Business Tax Receipts will be charged an administrative fee over the fees listed below.	$ 25.00
ABSTRACT, land title warranties or security companies	$ 275.00
ACCOUNTANTS AND AUDITORS	$ 125.00
ADMINISTRATIVE OFFICE	$ 125.00
AGENTS, bureau, brokers, operators, or dealers of all kinds, including commercial, insurance, real estate, loans, claims, transportation, manufacture, or any other kind of *business* or occupation except pawnbrokers, for each class of *business* handled, each firm.	$ 125.00
ADVERTISING PRODUCTS & SERVICES	$ 125.00
For each individual connected therewith as a salesperson	$ 37.00
ALCOHOLIC BEVERAGE VENDOR CERTIFICATE FEES (REGULATORY).	
a- Establishment selling beer and wine, for consumption off premises (no food)	$ 150.00
b- Establishment selling beer, wine, and/or liquor for consumption on premises	$ 750.00
c- Establishment selling beer and wine for consumption on premises	$ 150.00
d- Extra-hour establishment selling beer, wine and/or liquor for consumption on premises	$ 2,500.00
ADULT CONGREGATE LIVING FACILITY	$ 780.00
ANIMAL KENNEL	$ 125.00
APARTMENT HOUSES	
a- Containing three or more apartment units shall pay the following minimum fee covering first 15 rooms	$ 125.00
b- For each additional room over 15, counting every room that can be leased or rented, not included kitchens and bathrooms	$ 5.00
ARCHITECTS	$ 125.00

Fees/Computations: continued

Type	Fee
ARTISTS, including retouching, sketching, cartooning, crayon or ferrotype or other similar line	$ 62.00
ATTORNEYS	$ 125.00
AUDIO VISUAL PRODUCTION SERVICE	$ 125.00
AUDITING FIRM	$ 125.00
AUTOMATIC TELLER MACHINES	$ 150.00
AUCTION SALES (GENERAL) (BONDED) PER DAY	$ 60.00
AUCTION STORE (BONDED) Section 117.04 states: "An annual business tax is hereby imposed upon auctioneers for goods, wares, and merchandise sold at auctions by the owner, agent, the	$ 1,750.00
AUTOMOBILES	
a – Dealers	$ 125.00
b - Rental Agencies	$ 125.00
AUTOMOBILES FOR HIRE, except sightseeing buses, per auto	$ 100.00
Plus, per vehicle	$ 75.00
Private school and nursery buses, per bus	$ 62.00
AUTOMOBILE PAINT SHOP (alone or in connection with any other *business*	$ 125.00
AUTOMOBILE TOWING, the following *businesses* located and certificated in the Village are exempt from this *tax* if the towing of automobiles is incidental to the operation of their *business* auto repair shop, service or filling station, and automobile agency, for the first three trucks	$ 225.00
Plus, for each additional truck	$ 75.00
AUTOMATIC COIN GAMES. (SEE MARBLE MUSIC, PICTURE MACHINES AND VIDEO)	
AUTOMATIC COIN-OPERATED LAUNDRY WASHING MACHINE DISTRIBUTOR, where machines are not used in connection with certificated laundry	$ 175.00
Each machine	$ 5.00
a - AUTOMATIC COIN-OPERATED LAUNDRY MACHINES, not otherwise certificated, upon persons maintaining the same, or the proprietor thereof, each machine	$ 5.00
b - AUTOMATIC COIN-OPERATED CLOTHES DRIERS, not otherwise certificated, or the operator thereof, where machines are not used in connection with certificated laundry, each machine	$ 5.00

Fees/Computations: continued

Type	Fee
BAKERY (manufacturing) employing five persons or less	$ 100.00
BAKERY GOODS MARKET (Retail) or Department, within the meaning of this section shall be construed as any place of *business* where bakery goods are sold at retail, for such *business* contained within a retail establishment	$ 50.00
And for a standalone establishment	$ 125.00
BARBER SHOPS AND BEAUTY SHOPS	
Each shop (minimum)	$ 125.00
Per chair	$ 25.00
BICYCLES, rent and repair	$ 100.00
BOAT LIVERY renting not over eight boats, jet ski, surfboards	$ 75.00
For each additional five boats, jet ski, surfboards or additional portion thereof	$ 43.75
BOATS AND SHIPS	
a- storage basins and sheds	$ 375.00
b- sightseeing or excursion	$ 375.00
c- boat sales	$ 375.00
BONDSMAN—professional, each one should pay	$ 125.00
BOOT AND SHOE REPAIR SHOP	$ 75.00
BROADCASTING	
a- Cable Television	$ 1,050.00
b- Radio	$ 1,000.00
c- Television	$ 1,500.00
BUILDING AND LOAN ASSOCIATIONS; MORTGAGE COMPANIES; SAVINGS AND LOAN ASSOCIATIONS; BANKS CHARTERED BY THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, AND EACH BRANCH THEREOF	$ 500.00
BURGLAR ALARM/MONITORING COMPANY	$ 125.00
BUTCHER/BUTCHER SHOP	$ 125.00
CANDY AND CONFECTIONERY MAKERS employing	$ 125.00

Fees/Computations: continued	Type	Fee
	CARPET CLEANING	$ 150.00
	RENTAL (per machine)	$ 10.00
	CARPET INSTALLERS, FLOOR COVERING, CARPET, TILES, GLASS, ETC.	$ 125.00
	CAR WASH	$ 200.00
	CATERER	$ 125.00
	CHECK CASHING	$ 200.00
	CHEMISTS	$ 125.50
	CHIROPODIST (See division (A)(88) Podiatrists)	$ 125.00
	CHIROPRACTORS	$ 125.00
	COIN-OPERATED MERCHANDISE OR SERVICE VENDING MACHINES, except machines vending newspapers, drinking cups or postage stamps not otherwise provided for herein (distribution)	$ 125.00
	Each $0.01 machine 6.50	
	Each $0.02 through $0.15 machine 6.25	
	Each machine $0.16 and over 6.25	
	"Provided, further, that any person placing and maintaining any coin-operated newspaper vending machine or device in any public place shall procure and file with the Village Manager, or his designee, a liability insurance policy insuring such person for injury to the public caused by such machines in the sum of $10,000.00 for injury to any one person in the same accident, and $20,000.00 for injury to more than one person in the same accident, and $1,000.00 property damage in any one accident."	
	COMMERCIAL SANITATION SERVICES	$ 400.00
	COMPUTER DESKTOP PUBLISHING AND/OR VIDEO EDITING	$ 125.00
	COMPUTER RELATED SERVICES (not elsewhere classified)	$ 125.00
	CONSULTANT	$ 125.00
	CONTRACTORS	$ 250.00
	COURIER	$ 125.00

Fees/Computations: continued

Type	Fee
DANCE STUDIOS (where lessons are given to students, State certification required prior to issuance of license	$ 125.00
DATA PROCESSING SERVICE AGENCY	$ 125.00
DATA PROCESSING SOFTWARE DEVELOPMENT	$ 125.00
DAY CARE	$ 200.00
DENTISTS	$ 125.00
DETECTIVES, INCLUDING CIVIL, COMMERCIAL, CORPORATION, CRIMINAL, INDUSTRIAL, INSURANCE, RAILROAD AND OTHER SIMILAR INVESTIGATIONS	$ 125.00
DIETICIANS	$ 125.00
DOCTORS, PHYSICIANS, AND THE LIKE	$ 125.00
DOG GROOMING OR SMALL ANIMAL CLINIC OR PET SHOP EXCLUDING THE SALE OF DOGS	$ 125.00
DRESSMAKING/ALTERATIONS (no saleable stock without merchants license	$ 125.00
DRY CLEANING AND LAUNDRY (on premises)	$ 175.00
ELECTRICAL ENGINEERS	$ 125.00
ELECTROLOGISTS	$ 125.00
ELECTROLYSIS	$ 125.00
EMPLOYMENT AGENCY	$ 125.00
ENGINEERS (state license required)	$ 125.00
ENGRAVERS	$ 125.00
EXTERMINATORS, INSECT AND VERMIN	$ 175.00
FILM INDUSTRY	$ 150.00
FISH MARKETS	$ 150.00

Fees/Computations: continued

Type	Fee
FLORISTS, subject to the provisions of Chapter 35 of this Code	$ 100.00
FRUIT AND VEGETABLE MARKETS OR DEPARTMENTS, within the meaning of division (A)(48) of this section, shall be construed as any place of *business* where undried fruits and vegetables are sold at retail	$ 200.00
FRUIT, NUT, AND THE LIKE, PACKING, SHIPPING, whether operated in connection with any other *business* or not, subject to the provisions of this Code	$ 200.00
GARAGE, PUBLIC, for storage, repairing of automobiles, trucks and other motor vehicles, in addition, garages or service stations, selling accessories also require a merchant's receipt and garages must pay agent's *business tax* for each make of car for which they are authorized agents	$ 200.00
GARDENER (see Landscape Maintenance)	
GROCERY STORES, within the meaning of this section, shall be construed as any place of a *business* where groceries and food products are sold at retail	
a- Under 5,000 square feet	$ 468.75
b- Over 5,000 square feet	$ 781.25
HAIRDRESSING (see Beauty Shops)	
HALL FOR HIRE	$ 125.00
HELIPORTS	$ 250.00
HOMEOPATHIC PHYSICIANS	$ 125.00
HOTELS	$ 500.00
ICE CREAM, makers or manufacturers of	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
CERTIFICATES TO BE PAID BY INSURANCE COMPANIES:	
A *business tax* in the amount of $50.00 shall be required to be paid by all insurance companies conducting or engaging in *business* in the Village.	$ 50.00
INTERIOR DESIGNERS/DECORATORS	$ 125.00

Fees/Computations: continued

Type	Fee
JEWELERS shall be required to pay merchants *business tax*	$ 125.00
LABORATORIES, chemical, dental, optical or x-ray	$ 200.00
LABORATORY TECHNICIANS	$ 125.00
LANDSCAPE MAINTENANCE	$ 75.00
MARBLE MACHINES, ELECTRONIC GAMES, PICTURE MACHINES, VIDEO, AUTOMATIC COIN GAMES, or devices of skill or other similar machines or games operated for profit. Every person selling, leasing or renting one or more marble machines, electronic game, automatic coin game, video game, or device of skill or other similar machine or games (not in excess of three at any one location) for, or in connection with any other *business* shall, as a prerequisite, be required to pay a *business tax* of	$ 125.00
MASSEURS	$ 125.00
MEAT MARKETS OR MEAT DEPARTMENTS, within the meaning of this subsection shall be construed as any place of *business* where fresh meats, poultry or processed meats are sold at retail	$ 150.00
MECHANICAL ENGINEERS	$ 125.00
MERCHANTS, all persons engaged in the *business* of selling merchandise of any kind, sort or description, except as otherwise specifically provided by this section, shall be required to pay a merchant's *business tax*	$ 125.00
MESSENGER SERVICE, exclusive of telegrams	$ 100.00
MIRRORS/GLASS, makers or manufacturers of:	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
MONEY ORDER AGENCIES	$ 50.00
MONEY TRANSFER AGENCY	$ 150.00
MOTION PICTURE/VIDEO RENTAL AGENCY	$ 200.00
MUSIC, furnished by telephone wire	$ 187.00

Fees/Computations: Continued

Type	Fee
MUSIC BOXES, MECHANICAL PHONOGRAPHS, CONSOLES, JUKE BOXES or other similar machines. Every person selling, leasing or renting one or more music box, mechanical phonograph, console, juke box, or other similar machine along or in conjunction with any other *business* shall, as a prerequisite, be required to pay *business taxes* as follow:	
a- The applicant (distributor) desiring to sell, rent or lease one or more music box, mechanical phonograph, console, juke box or other similar machine shall file with the license department in person, if a natural person, or by duly authorized agents of the firm or corporation a *business tax* receipt to do *business* in the Village. Such receipt shall be issued to the applicant to engage in the selling, leasing, or renting of music boxes, mechanical phonographs, consoles, juke boxes or other similar machines alone or in connection with any other *business* upon the payment of a *business tax*	$ 625.00
b- In addition to the foregoing, there shall be imposed upon music boxes, mechanical phonographs, consoles, juke boxes, or other similar machines sold, leased or rented as aforesaid a *business tax* as follows: On each of the first 35	$ 125.00
c- For operating a music box, mechanical phonograph, console, juke box, or other similar machine where the operator thereof is not engaged in the *business* of selling, leasing, or renting any of such devices and where the operator of such device is the owner, thereof, there shall be paid a *business tax*	$ 125.00
Provided, however, that where such music box, mechanical phonograph, console, juke box or other similar machine is operated by coin receiving remote control selector unit or device used in connection with such music box, mechanical phonograph, console, juke box, or similar machine an additional *business tax*	$ 12.25
Provided, however, that before any such music box, mechanical phonograph, console, juke box, or other similar machine is so operated or used, a metal tag for each of same must be obtained from the Village Manager, or his designee, and must be affixed to the instrument or machine in a conspicuous place by the *business tax* receipt, such tag to be numbered serially and bear such appropriate inscription as the Village Manager, or his designee, may designate. Failure by the receipt holder to affix or cause to be affixed such tags to such instrument machine so certificated shall constitute a violation of this chapter.	

Fees/Computations: Continued

TYPE	FEE
NEWS DEPOT, not in connection with other *business*	$ 75.00
NEWSPAPERS OR PERIODICALS	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
NIGHTCLUBS	$ 2,500.00
NURSING HOMES, PRIVATE HOSPITAL AND CONVALESCENT HOME	$ 1,000.00
OPTICIANS	$ 125.00
OPTOMETRISTS	$ 125.00
OSTEOPATHS	$ 125.00
PARALEGALS	$ 125.00
PAWN SHOPS	$ 250.00
PHARMACISTS	$ 125.00
PHOTOGRAPHERS, not itinerant, including developing and printing or agencies for same or both	$ 125.00
PHYSICAL CULTURE DIRECTORS	$ 125.00
PHYSIOTHERAPISTS	$ 125.00
PICTURE FRAMING	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PICTURE TAKING MACHINES, each machine	$ 100.00
PODIATRISTS	$ 125.00
PRINTING, all kinds	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PRIVATE SCHOOLS, SCHOOLS, COLLEGES OR OTHER EDUCATIONAL OR TRAINING INSTITUTIONS, operated for profits, for each place of *business*	$ 250.00
PROPERTY MANAGEMENT, or the *business* or service of opening and closing of homes, or both	$ 125.00
RADIO DEALERS (See Merchants for rate)	
COMMERCIAL RECYCLING	$ 400.00

Fees/Computations: continued

TYPE	FEE
REPAIR SHOPS, including upholstering, furniture repairing, keys and locks, knife and lawn mower sharpening, refrigerator, and the like, for each place of business	$ 125.00
RESTAURANTS, DRUGSTORES, or other establishments serving food, permitting the operation of cafe, cafeteria, public dining room, tea room or restaurant with chairs or stools, each to count as one seat:	
a- The first 20 seats shall pay a minimum fee of	$ 125.00
b- For each additional seat over ten through 800	$ 5.00
c- For each additional seat over 800	$ 5.00
d- Flat annual fee for outdoor dining	$ 250.00
RUBBER STAMPS, MAKERS OR MANUFACTURERS OF, employing five persons or less	$ 125.00
SERVICE STATIONS	
a- First pump	$ 250.00
b- Each additional pump	$ 70.00
SIGHTSEEING BUSES, each bus	$ 75.00
SIGN WRITERS, provided one must have contractor's license and permit from the Chief Building Inspector in order to erect signs over six square feet in area	$ 125.00
SOCIOLOGIST OR MARRIAGE COUNSELOR	$ 125.00
SODA FOUNTAINS, provided that soda fountains operate in connection with regularly drugstore with a business tax receipt, restaurant or confectionery store do not require a	$ 85.00
SOLARIUM	$ 150.00
HEALTH SPAS AND CONVALESCENT HOMES	$ 780.00
SWIMMING POOLS (See Merchants or contractor's business tax receipt as applicable	$ 75.00
TAILOR, each shop	$ 125.00
TAX COLLECTION AGENCIES, includes auto tags, drivers' licenses, hunting and fishing licenses, boat registration, etc.	$ 175.00
TAXIDERMISTS	$ 125.00
TELEGRAPH/TELEPHONE COMPANIES	$ 200.00
THEATERS	$ 450.00
THEATRICAL OR DRAMATIC TROUPES, or companies for profit where performance is not given in a local theater holding a business tax receipt, each performance	$ 200.00
"THEATRICAL PERFORMANCE, wholly for benevolent or charitable purposes, no license required	Exempt

Fees/Computations: Continued

TYPE	FEE
TOWEL AND LINEN SUPPLY SERVICE, not including commercial laundry work, for each person delivering	$ 150.00
TRANSFER BUSINESS (baggage)	$ 125.00
TRANSPORTATION SERVICE	$ 150.00
TRAVEL BUREAU	$ 150.00
VALET PARKING, at hotels, high-rise apartments, houses each location	$ 175.00
WEIGHING MACHINES, each machine	$ 6.00
WHOLESALE DEALERS	
a- In dry goods, notions, jewelry, clothing, groceries, fruits, vegetables, produce of all kinds, or other merchandise, on foot or from wagons, trucks or other vehicles, selling or delivering at wholesale, including wholesale dry cleaners and wholesale laundries, except delivering on orders previously taken	$ 200.00
b - Provided, however, that any such wholesale dealers in meats and poultry who solicit or take orders for or deliver any cleansed, drawn or cut poultry or fresh meats, excluding hindquarters, smoked meats or fresh meats in bulk, without having a bona fide established place of business in the Village shall be required to obtain a permit as provided for in the case of retail solicitors and required to obtain separate business tax receipt thereof at	$ 200.00
WINDOW CLEANERS AND JANITOR SERVICE	$ 200.00

Name:	**Police Services**
Receiving Fund(s):	General Funds
Purpose:	The Police Department will deliver the highest level of efficient and effective community based public safety services through our unwavering commitment to organizational excellence.
Fees/Computations:	

TYPE	FEE
False alarm fee for non-emergency Fire and Police alarms	The first two are $0; each additional false alarm is $300
No Trespassing Sign	$50 per sign

Name:	**Public Work Department Fees**
Receiving Fund(s):	General Funds
Purpose:	Assist in the maintenance of all Village streets, including resurfacing, potholes repair, re-striping. The Department is also responsible for the landscaping, signage, water systems, sewer systems, stormwater systems, and parking throughout the Village.
Fees/Computations:	

TYPE	FEE
Rental of municipal parking (in front of Treasure Island Care Center) located east of the intersection of Mutiny and North Treasure Dr.	$2,000 per month parking lease from TICC
Visitor Metered Parking in Harbor Island	$2.00 per hour for metered parking
Monthly Guest Parking Permit (if available)	$75.00 per month
Parking Permit for Residents of Legacy Buildings in Harbor Island	$100.00 per year
Additional Parking Permit for Residents of Legacy Buildings in Harbor Island (if available)	$150.00 per year
Parking Permit for Residents of Non-Legacy Buildings in Harbor Island (if available)	$300.00 per year
Parking Permit Transfer Fee for Residents in Harbor Island	$25.00 per transfer
Commercial Employee Parking in Harbor Island	$300.00 per year
Commercial & multifamily buildings inspections for probable sewer backup when a backup occurs on the private property side.	$50.00 per each occurrence

<table>
<tr><td>Name:</td><td>Lobbyist Registration</td></tr>
<tr><td>Receiving Fund(s):</td><td>General Funds</td></tr>
<tr><td>Purpose:</td><td>To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.</td></tr>
<tr><td>Fees/Computations:</td><td>
<table>
<tr><th>TYPE</th><th>FEE</th></tr>
<tr><td>Lobbyist Annual Registration Fees and Lobbyist Principal Fees</td><td>$300 annual fee; $100 per principal</td></tr>
<tr><td></td><td></td></tr>
</table>
</td></tr>
<tr><td>Name:</td><td>Short Term Vacation Rental Licenses</td></tr>
<tr><td>Receiving Fund(s):</td><td>General Funds</td></tr>
<tr><td>Purpose:</td><td>Short term vacation rental (STVR) licensing fees shall be used to cover costs associated with the administration and enforcement of short-term vacation rental regulations for Short Term Vacation Rental properties.</td></tr>
<tr><td>Fees/Computations:</td><td>
<table>
<tr><th>TYPE</th><th>FEE</th></tr>
<tr><td>Initial License Application Fee</td><td>$800.00</td></tr>
<tr><td>License Renewal or Modification Fee</td><td>$500.00</td></tr>
<tr><td>Change of Agent</td><td>$250.00</td></tr>
<tr><td>Vested Rights Determination Application</td><td>$1,500.00</td></tr>
<tr><td>Appeal of Vested Rights Determination</td><td>$1,000.00</td></tr>
</table>
</td></tr>
</table>

Propose:

Any and all properties that have purchase TDR's as of April 30, 2026 will abide by the agreement that is in place today which is "For every 10 feet of bonus building height approved by the Commission the cost is $750 per residential unit in the building

Currently the code allows you can purchase additional Bonus Height in the RM70 code going from the allowed 150 feet from BFE plus Freeboard to 240 feet.

This cost of purchasing this bonus height $10,000.00 per vertical lineal foot of bonus due within 60 days of site plan approval.

(Example: The request is for the maximum 90 feet x at $10,000 per linear foot = payment of $900,000 bonus height payment)

On top of that you are allowed to purchase TDR's while they last, If you purchase the maximum number of TDR's allowed for the project you are allowed an additional 30% to 312 feet. The maximum TDR bonus height you can purchase is 72 linear feet. (two options):

OPTION 1: If we increase the cost of bonus height charge of $10,000.00 per vertical linear foot of bonus due within 60 days of site plan approval the maximum height allowed of 72 linear feet is an additional $720,000.00.

OPTION 2: If we increase the TDR purchase of bonus height which is 30% of height to $25,000.00 per vertical linear foot of bonus due within 60 days of site plan approval the maximum allowed of 72 linear feet is an additional $1,800,000.00

IN ADDITION:

Community Contribution Fees for TDR (Transfer Density Rights / Sec 8.13)

$175,000 per non waterfront transferred density unit and $200,000 per waterfront transferred density unit approved by the Village Commission. Remember we only have currently 48 TDR's left as of 4/30 unless Legal and Planning advises of more based on rough estimates from the additional properties that Sunbeam deeded to us and we have two committed to Gran Vita as the requested reso discussed by the Commission at the last meeting.

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: July 28, 2026

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Discussion and Direction on Issuing a Request for Proposals (RFP) for the Sale of Village-Owned Transfer of Density Rights (TDRs) - Village Manager Frank Rollason

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RECOMMENDATION

The Village Commission should evaluate the request to purchase TDRs from 7909-7911 East Dr. LLC, the contract purchaser of the property generally located at 7909 and 7911 East Drive and provide direction to the Village Administration on whether to issue an RFP.

BACKGROUND AND ANALYSIS

The Village Manager seeks the Village Commission's input to direct the Village Manager to issue a Request for Proposals (TDR) for the sale of Village-owned Transfer of Density Rights (TDR).

The Village received a request to purchase11 TDRs TDRs from 7909-7911 East Dr. LLC (the "Contract Purchaser"), the contract purchaser of the property generally located at 7909 and 7911 East Drive (the "Property"). A copy of their letter is attached.

The Contract Purchaser is submitting a request to purchase 11 TDRs at a rate of $150,000 per unit, resulting in a total payment of $1,650,000.

The ULDC provides that the Village Commission may open a competitive process to accept proposals for the conveyance of TDRs the Village owns that have not been approved for

transfer in connection with an approved site plan.

The Village currently has TDR units available in its pool for sale. As of July 21, 2026, the price of TDRs is $125,000 per non-waterfront transferred unit and $150,000 per waterfront transferred unit. There is a separate agenda item on the July 28, 2026 Commission agenda that would amend the Village's fee schedule, including the price of TDRs. If approved as presented that amendment would result in the cost of TDRs increasing to $200,000 per TDR. There is no distinction proposed between waterfront and non-waterfront TDR fees as the only available sites for acceptance of TDRs on Harbor Island are all waterfront.

Staff is seeking direction to proceed with the issuance of an RFP for the sale of TDRs.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

The budget impact depends on the price paid per TDR purchased. The unsolicited proposal to purchase TDRs would result in a payment of $1,650,000 under the Village's TDR fees as of July 21, 2026. If the TDR costs are amended as recommended in a separate agenda item, the payment for the same 11 TDRs would be $2,200,000.

PERSONNEL IMPACT

None

ATTACHMENTS

Proposed TDR Sale - 7909-7911 East Drive.pdf

GT GreenbergTraurig

Ethan B. Wasserman
Tel 305.579.0784
wassermane@gtlaw.com

July 15, 2026

Frank Rollason
Village Manager North Bay Village
1666 Kennedy Causeway,
3rd Floor North Bay Village, Florida 33141

RE: Request for Transfer of Development Rights
Approximately 7909-7911 East Drive, North Bay Village, Florida

Dear Mr. Rollason:

This law firm represents 7909-7911 East Dr. LLC (the "Applicant"), the contract purchaser of all of the condominium units located at approximately 7909 and 7911 East Drive in the City of North Bay Village (the "Village") and identified by those certain folios attached as Exhibit A (the "Property"). On behalf of the Applicant, please accept this letter of intent requesting the Village enter into an agreement for the purchase of eleven (11) units of transferred development rights ("TDRs") from Village-owned properties. The Applicant intends on purchasing these units in advance of the formal site plan and design related approvals to ensure the viability and vision for the project is available, including 49 total residential units (38 as of right and 11 purchased units).



The Property is located on the east side of East Drive and contains 2 separate residential structures, a swimming pool and waterside dock. According to the enclosed survey, the Property contains 23,707 +/- square feet or 0.544 +.- acres. As stated above, Applicant is under contract to

purchase all of the condominium units, with the goal of collapsing the condominium regime in favor of a new condominium project developed on the Property. The new project will contain 49 luxury residential units with onsite parking, all contained in a podium/tower design of approximately 26 stories. The new project is currently in the design process and renderings/elevations will be shared as they become available.

According to the City of North Bay Village Future Land Use Map, the Property is designated "High Density Multi-Family Residential." The Property is zoned "RM-70" according to the North Bay Village Zoning Map, which allows up to 70 units per acre (38 residential units), subject to a 30% density increase (11+/- units) through the purchase of TDRs.

Pursuant to Village Ordinance 2024-006, TDRs are awarded on a first come, first serve basis. As contemplated by Section 8.13 of the Village's Unified Land Development Code ("ULDC"), the Village may enter into an agreement at the time of site plan approval or prior to site plan approval via a competitive process. The Applicant has concluded that purchasing the necessary units now, outside of the site plan review process, will provide the assurances needed for its project[1]. Accordingly, the Applicant hereby requests that the Village consider entering into an agreement for the sale of eleven (11) units to the Applicant with the following requirements:

1. Each TDR unit will be priced at $150,000, for a total payment of $1,650,000.

2. The Applicant will be required to complete the purchase of the units and pay the Village in full no later than 150 days from the date of the award.

3. The TDRs will be assigned to the Property but the Applicant will be eligible to later convey the TDRs pursuant to Section 8.13(E)(4) of the ULDC.

Note, the Applicant is currently working through the zoning entitlement design and process with the Village. In the interim, the Applicant respectfully submits that the proposed agreement is mutually beneficial to both the Village and the Applicant. The Village will receive additional funds on an expedited basis, while the Applicant will gain certainty that the development units required for the proposed development of the Property are reserved before incurring the significant costs and time associated with preparing and pursuing site plan approval. If you have any questions with regard to this request, please send me an email at wassermane@gtlaw.com, or call me at 305-579-0784.

Best regards,

Ethan B. Wasserman, Esq.

EBW:ml

Exhibit A

Folio	Site Address
23-3209-034-0010	7911 EAST DR 1
23-3209-034-0020	7911 EAST DR 2
23-3209-034-0030	7911 EAST DR 3
23-3209-034-0040	7911 EAST DR 4
23-3209-034-0050	7911 EAST DR 5
23-3209-034-0060	7911 EAST DR 6
23-3209-034-0070	7911 EAST DR 7
23-3209-034-0080	7911 EAST DR 8
23-3209-034-0090	7909 EAST DR 101A
23-3209-034-0100	7909 EAST DR 101
23-3209-034-0110	7909 EAST DR 201
23-3209-034-0120	7909 EAST DR 102
23-3209-034-0130	7909 EAST DR 202
23-3209-034-0140	7909 EAST DR 103
23-3209-034-0150	7909 EAST DR 203
23-3209-034-0160	7909 EAST DR 104
23-3209-034-0170	7909 EAST DR 204
23-3209-034-0180	7909 EAST DR 105
23-3209-034-0190	7909 EAST DR 205
23-3209-034-0200	7909 EAST DR 106
23-3209-034-0220	7909 EAST DR 107
23-3209-034-0230	7909 EAST DR 207
23-3209-034-0240	7909 EAST DR 108
23-3209-034-0250	7909 EAST DR 208
23-3209-034-0260	7909 EAST DR 109
23-3209-034-0270	7909 EAST DR 209
23-3209-034-0280	7909 EAST DR 110
23-3209-034-0290	7909 EAST DR 111
23-3209-034-0300	7909 EAST DR 112

[1] As provided in Section 8.13(E)(5) of the ULDC, the Applicant acknowledges that the purchase of TDRs will not entitle the Applicant to site plan approval for any particular project.